REQUEST FOR QUOTE

CITY OF JOLIET
NEIGHBORHOOD SERVICES
150 WEST JEFFERESON ST
JOLIET, IL 60432-4156
(815) 724-3925

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

The City of Joliet, Illinois is seeking quotes for lawn maintenance of various city owned properties. These properties have been bundled into five separate bundles which will awarded as individual contracts.

PROJECT TITLE: 2024 LAWN MOWING SERVICES, NEIGHBORHOOD SERVICES - CITY OF JOLIET – BUNDLE E

DEPARTMENT: COMMUNITY DEVELOPMENT – NEIGHBORHOOD SERVICES DIVISION

PROJECT NO: NS – CO - LM 2024 – BUNDLE E

SUBMITTAL DEADLINE: FRIDAY, APRIL 19, 2024, 4:30 PM CST

A MANDATORY PRE-BID MEETING IS REQUIRED FOR ALL SUBMITTERS. THE MEETING IS SCHEDULED FOR TUESDAY, APRIL 9, 2024, AT 1:00 PM CST, AT THE OFFICE OF NEIGHBORHOOD SERVICES LOCATED AT 150 W JEFFERSON ST, JOLIET, IL 60432.

QUESTIONS REGARDING THIS REQUEST FOR QUOTE SHOULD BE DIRECTED TO MICHAEL SINNET, NEIGHBORHOOD SERVICES, (815) 724-4099 OR msinnet@joliet.gov

CERTIFICATE OF INSURANCE

_X_ **Required**	____ **Not Required**

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

Prospective Contractors:

Enclosed are contracting documents which may be of interest to your company. Please note the submittal date and time as to when these quotes are due. The contract documents **must** be returned intact – the same order as received.

All quotes must be submitted by one of the following methods:

1) By email in PDF format to: msinnet@joliet.gov
2) By mail to: Office of Neighborhood Services, ATTN: Michael Sinnet, 150 W Jefferson St, Joliet, IL 60432
3) In-person to the Office of Neighborhood Services, ATTN: Michael Sinnet, 150 W Jefferson St, Joliet, IL 60432

All quotes are due **prior** to the date and time set forth in the contract documents. The contractor must state within the submitted contract packet or email that they are in receipt of all addendums to the contract.

If the contractor chooses to deliver the sealed quotes in-person, City Hall hours are Monday-Friday, 8:00 AM-4:30 PM CST, except on observed holidays. The City of Joliet will not be responsible for deliveries outside of these hours.

Any questions or clarifications concerning these specifications should be directed to Michael Sinnet, Director of Neighborhood Services, 815-724-4099 or msinnet@joliet.gov.

Respectfully,

City of Joliet

DOCUMENT 00 01 10

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REQUEST FOR QUOTE

Project: **NS – CO – LM 2024 – Bundle E** LAWN MOWING SERVICES, NEIGHBORHOOD SERVICES - CITY OF JOLIET, ILLINOIS
Project Addresses: Various address throughout the City. See contract documents for specific locations
Owner: City of Joliet, 150 W Jefferson St., Joliet IL 60432
Project Manager: Michael Sinnett 815-724-4099 msinnet@joliet.gov

The City of Joliet, Illinois does hereby invite quotes from qualified contractors for the 2024 lawn mowing services contract for various city owned properties. A Pre-Bid conference is scheduled for April 9th, 2024, at 1:00 PM local prevailing time at City of Joliet Municipal Building Neighborhood Services, 150 West Jefferson Street, Joliet, Illinois 60432.

Quotes will be received at the Office of Neighborhood Services, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432 starting April 5th at 10:00AM, and close April 19th at 4:30 PM local prevailing time for the following project: NS – CO – LM 2024 – BUNDLE E LAWN MOWING SERVICES, NEIGHBORHOOD SERVICES - CITY OF JOLIET, ILLINOIS.

Electronic copies can be downloaded free of charge at https://www.joliet.gov/bids. All Bidding Document holders should sign up for RSS feeds at https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/labor-and-services and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at https://www.joliet.gov/bids. The potential contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

The successful contractor will be required to provide a Certificate of Insurance as set forth in the Request for Quote and the General Terms & Conditions. For questions, please contact Michael Sinnet, Project Manager, at 815-724-4099 or by email at msinnet@joliet.gov.

A pre-bid conference is scheduled for April 9th, 2024, at 1:00 PM local prevailing time at the Office of Neighborhood Services. 150 W. Jefferson St., Joliet, IL 60432. Attendance is mandatory for all Submitters.

The City of Joliet has a local qualified bidder ordinance that DOES NOT apply to this contract.

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

The City of Joliet reserves the right to accept or reject any and all proposals, parts of any and all proposals or to waive technical errors or omissions in submitted proposals. The contract shall be subject to the City of Joliet Procurement Code (Section 2-430 – 2-453 of the Code of Ordinances).

Beth Beatty
City Manager

Melissa L. Lopez
Purchasing/Contracts Administrator

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO SUBMITTERS

1.1 SUMMARY

A. Document Includes:

1. Summary
2. Bid Submission.
3. Intent.
4. Contract Time.
5. Definitions.
6. Contract Documents Identification.
7. Availability of Documents.
8. Examination of Documents.
9. Interpretation of Contract Documents Prior to Bidding.
10. Inquiries and Addenda.
11. Prebid Conference.
12. Bidder Qualifications.
13. Notice to Submitters - Ethics Ordinance.
14. Submission Procedure for Bid.
15. Bid Ineligibility.
16. Bid Security.
17. Bid Form Signature.
18. Additional Bid Information
19. Quote Opening.
20. Duration of Offer.
21. Acceptance of Offer.

1.2 SUBMISSION

A. Quotes will be received at the Office of Neighborhood Services, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432 April 5th at 10:00AM until the 19th day of April 2024 at 4:30 PM CST.

B. Complete and submit the following Quote Form Appendices with Quote.
   1. Appendix A– Affidavits.

C. Amendments to submitted Quotes will be permitted when received in writing prior to Quote closing and when endorsed by the same party or parties who signed the Quote.

D. Submitters may withdraw their Quote by written request at any time before the Quote closing.

1.3 INTENT

A. The intent of this request for quotes is to obtain an offer to perform work as indicated in Section 01 00 00 General Conditions - 1.3 Contract Description and Intent, for a Stipulated Sum Price contract, in accordance with Contract Documents.

B. **There are five different bundles of parcels for bid A-E. Contractors can bid on any or all individual bundles.**

1.4 CONTRACT TIME

A. Work shall be commenced within fifteen (15) days after the issuance by the City of a *Notice to Proceed*, subject to unavoidable delay.
   1. "*Unavoidable Delay"* is a delay resulting from (a) city-wide or industry-wide strikes or lock-outs, (b) Acts of God, (c) inability to obtain labor or materials due to governmental restriction, (d) enemy action, (e) civil commotion, (f) fire, (g) unavoidable casualty, (h) work stoppages caused by illegal acts of third parties.
   2. Unavoidable delay does not include (a) changes in prices, (b) Contractor's insolvency, financial condition, or any other monetary problem, (c) the insolvency, financial condition, or refusal to perform by any contractor, subcontractor, or professional retained by Contractor (including but not limited to engineers, architects, or attorneys) or (d) the administrative delay of any governmental or nongovernmental agency, commission, or board.

1.5 Perform the Work as indicated in the contract documents. The contract performance dates are May 1, 2024, to October 31, 2024. Work will be performed on each site generally once every 10 days or as directed by the City's representative, Michael Sinnet. **The contractor will be required to bid the work based on 15 visits to each site.** The City of Joliet reserves the right to increase or decrease the frequency of visits as required by the weather conditions. Any changes to this contract will be by written change order between the contractor and the city. Any addition to the contract will be at a cost similar to a comparable lot on the contract. Submitters may not suggest revisions to the Contract Time.

1.6 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as 2024 LAWN MOWING SERVICES, NEIGHBORHOOD SERVICES - CITY OF JOLIET, ILLINOIS as prepared by Project Manager and identified in the Table of Contents.

1.7 AVAILABILITY OF DOCUMENTS

A. Documents may be obtained online at https://www.joliet.gov/bids or at the Office of the Neighborhood Services located at 150 W Jefferson St., Joliet, IL 60432 during regular business hours. Partial sets of Documents will not be issued. Documents are made available only for the purpose of obtaining qualified contractors for this Project. Their use does not grant a license for other purposes.

1.8 EXAMINATION OF DOCUMENTS

A. Upon receipt of Bidding Documents verify documents are complete. Notify Project Manager if documents are incomplete.

B. Immediately notify Project Manager upon finding discrepancies or omissions in Bidding Documents.

1.9 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

A. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the City, as agent for the Owner, a written request for interpretation thereof not later than seven days before the bids will be opened:
   1. The person submitting the request shall be the responsible for its prompt delivery.
   2. Interpretation or correction of proposed Contract Documents will be made only by Addendum and will be posted on the RSS feed on the City's website.

3. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract documents.

1.10 INQUIRIES AND ADDENDA

A. Direct questions in writing to Michael Sinnet, Director, Neighborhood Services, City of Joliet, 150 W Jefferson St., Joliet, IL 60432.

B. Verbal answers are not binding on any party.

C. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.

D. Addenda may be issued during bidding period. Addenda will be sent to known Submitters. Addenda become part of the Contract Documents. Include resultant costs in the Quote Sum Price.

E. Information relevant to Bidding Documents will be issued by Addendum.

1.11 PREBID CONFERENCE

A. A Pre-Bid conference will take place April 9th, 2024, at 1:00 PM. Please refer all questions to Michael Sinnet, Neighborhood Services, (815) 724-4099 or msinnet@joliet.gov.

1.12 BIDDER QUALIFICATIONS

A. Companies submitting quotes must be properly organized under law and duly authorized to do business in the State of Illinois.

B. To demonstrate qualification for performing the Work of this Contract, Submitters may be requested to submit written evidence of financial position, previous experience, current commitments, license to perform work in the State of Illinois, County of Will, and the City of Joliet and other information as may be required by Ordinance.

C. The City of Joliet has adopted the Responsible Bidder Ordinance. In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, all Submitters must comply with the following requirements in order to submit a bid or be awarded a contract and include satisfactory evidence thereof in its bid.
   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 Illinois. If the bidder is a Corporation, they must have a current Certificate of Good Standing with the Illinois Secretary of State.
   2. The bidder must have a valid Federal Employer Tax Identification Number or Social Security Number.
   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 No. 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. The bidder (or the owner of the corporation in the case of the bidder being a corporation) shall not be delinquent on any court ordered child support.
   6. All contractors and sub-contractors performing services covered by the Illinois Prevailing Wage Act must submit to the City the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.

1.13 NOTICE TO SUBMITTERS - ETHICS ORDINANCE

A. The City of Joliet has approved an Ethics Ordinance on August 18, 1992 (Ordinance No. 9967; Section 2-333 et seq. of the Code of Ordinances of the City of Joliet). The Ethics Ordinance prohibits any City of Joliet elected or appointed official or any City of Joliet employee from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The City of Joliet appreciates your anticipated cooperation in refraining from offering any official or employee anything, item, service, or favor of value to influence that person's decision on any City business. With your cooperation, the City of Joliet will achieve its goal of maintaining a fair and competitive contract procedure that promotes the best interests of the citizens of the City of Joliet. You should report immediately any violation of the Ethics Ordinance to the City Manager, including any solicitation of a thing of value by a City official or employee. A bidder or contractor's participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a bid, termination of contract, or declaration of ineligibility to bid on future contracts. A copy of the Ethics Ordinance is available in the City Clerk's office for your review.

1.14 SUBMISSION PROCEDURE FOR BID

A. Submit one copy of executed offer on Quote Forms (Document 00 41 13) provided, signed and sealed and Appendix A – Affidavits, in a closed opaque envelope, clearly identified with Bidder’s name, Project Name, Project Number, and Owner's name on the outside. ALL REQUESTED INFORMATION IS REQUIRED TO BE PROVIDED OR YOUR BID WILL NOT BE ACCEPTED.

1.15 BID INELIGIBILITY

A. Bids that contain irregularities of any kind may be declared unacceptable at Owner’s discretion.

1.16 BID SECURITY

A. Bid Security is not required for this contract.

1.17 BID FORM SIGNATURE

A. Sign Bid Form, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
   2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
   3. Corporation: Signature of a duly authorized signing officer in their normal signature. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
   4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.18 ADDITIONAL BID INFORMATION

A. Complete and submit the following Bid Form Appendices with Bid.
   1. Appendix A – Affidavits.

1.19 QUOTE OPENING

A. Quotes will be opened by the Director of Neighborhood Services after time for receipt of quotes.

1.20 DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after bid closing date.

1.21 ACCEPTANCE OF OFFER

A. The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Mayor and City Council to be in the best interest of the City.

B. The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City.

C. The City also reserves the right to reject the bid of a bidder that has previously failed to satisfactorily perform a contract, has not completed contracts on time, or that the City determines is not able to timely perform the contract in a satisfactory manner.

D. In determining responsibility, the following qualifications will be considered by the City:
   1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
   2. Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
   3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
   4. The quality of performance of previous contracts or services;
   5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
   6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
   7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
   8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

E. The City of Joliet reserves the right to award each bundle separately or to make an aggregate award.

F. Unless otherwise specified by the City, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict its bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon. The City reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.

END OF DOCUMENT

DOCUMENT 00 41 13

QUOTE FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

To: City of Joliet

Project: 2024 LAWN MOWING SERVICES NEIGHBORHOOD SERVICES - CITY OF JOLIET
Date: _____

Submitted by: _____

(full name and address)_____

1.1 OFFER

The City of Joliet reserves the right to award each bundle separately or to make an aggregate award.

Having examined the Place of The Work and all matters referred to in the Instructions to Submitters, Bid Documents and Contract Documents prepared by the City of Joliet for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of:

Bundle "E" $_____dollars, in lawful money of the United States of America. This is the compilation of the price per visit multiplied by 15 visits.

All applicable taxes are included in the Bid Sum.

1.2 ACCEPTANCE

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

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

1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
2. Commence work within fifteen (15) days after written Notice to Proceed.

1.3 CONTRACT TIME

A. If this bid is accepted, we will:
1. Complete the Work as indicated in the contract documents.

1.4 ADDENDA

A. 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 _____

1.5 APPENDICES

A. Affidavits are appended hereto and identified as Appendix A.

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1.6 BID FORM SIGNATURES

The Corporate Seal of

_____

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

_____

(Authorized signing officer Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Contact Person for Bidder's Company _____

Phone Number _____

FAX Number _____

E-Mail Address _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT is made and entered into on the date stated below by and between the City of Joliet, a municipal corporation (hereinafter called the "Owner" or the "City") and _____ _____(hereinafter called the "Contractor").

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

1) **Request for quote (00 11 16)**
2) **Instruction to Submitters (00 21 13)**
3) **Contractor's Bid Form (00 41 13)**
4) **Agreement (00 52 14)**
5) **Addenda (if any, 00 91 13)**
6) **General Conditions (01 00 00)**
7) **Divisions 02-39 of the Specifications**
8) **Certificate of additional insurance**
9) **Appendix A – Affidavits**

IN WITNESS WHEREOF, the Owner and the Contractor, by their duly authorized representatives have hereunto set their hands this _____ day of _____, 2024.

THE CITY OF JOLIET, ILLINOIS

BY: _____
Beth Beatty
City Manager

DATE:_____

ATTEST:

_____
Christa Desiderio
City Clerk

APPROVED AS TO FORM:

_____
Christopher Regis
Interim Corporation Counsel

CONTRACTOR

_____
Print Name of Contractor

BY: _____

_____
Print Name

DATE:_____

TITLE:_____

END OF DOCUMENT

SECTION 01 00 00

GENERAL CONDITIONS

ARTICLE 1

CONTRACT DOCUMENTS

1.1 GENERAL

1.1. The City of Joliet is soliciting quotes from qualified contractors to provide mowing services (all labor, materials, and equipment) as described in these specifications. Areas shall be maintained with a crisp, clean appearance as otherwise noted herein. **This agreement shall be in effect for a one-year period and may be renewed by the City of Joliet for up to two addition one-year terms at mutually agreed prices.** Work consists generally of lawn mowing and related landscape services at various locations throughout the City of Joliet. The contractor must bid on the entire bid package. Partial bids will not be accepted. The City of Joliet does not pay Federal Excise or State Sales Tax.

1.2 DEFINITIONS

1.2.1 ***BIDDER:*** shall mean the person(s) or firm(s) who submits a quote.

1.2.2 ***BRUSH:*** shall include all trees and shrubbery less than seven (7) feet in height and less than three (3) inches in diameter, not cultivated and cared for by the person owning or controlling the premises.

1.2.3 ***CITY:*** shall mean the City of Joliet.

1.2.4 ***CONTRACTOR:*** The registered entity responsible for all labor, materials, equipment, and services furnished under a particular contract. The Contractor shall perform or cause to be performed all of the work required by the Contract Documents.

1.2.5 ***LOT:*** shall include, in addition to land within it's respective boundaries, all land adjacent to and extending beyond the property line and any lot or parcel of land to the curb line or adjacent streets and shall also include all land lying between the property line of any lot or parcel of land and the center of adjacent alleys. **This includes the parkway and the alleyway**.

1.2.6 ***RUBBISH:*** shall include all trash, refuse, tin cans, tires, old vessels of all sorts, useless articles, discarded clothing and textiles of all sorts, and in general, all litter and other things usually included in the meaning of the term.

1.2.7 ***STRING TRIMMER***: also called a "weed eater" or a "weed-whacker," is a powered handheld device that uses a flexible monofilament line instead of a blade for cutting grass and other plants near objects. It consists of a cutting head at the end of a long shaft with a handle or handles and sometimes a shoulder strap. String trimmers may also be known as edge trimmers, line trimmers, whipper snippers, string trimmer, weed whips, strimmer's and by many other local and brand names.

1.2.8 ***TRASH:*** (a) Combustible: Paper, cartons, boxes, barrels, wood and excelsior, tree branches, yard trimmings, wood furniture, bedding. (b) Noncombustible: Metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral refuse. (c) Ashes: Residue from fires used for cooking and for heating buildings. (d) Street rubbish: Street sweepings, dirt, leaves, catch-basin dirt, contents of litter receptacles. (e) Dead animals: *Provided,* Trash shall not include Earth and wastes from building operations, solid wastes resulting from industrial processes and manufacturing operations, such as: Food-processing wastes, boiler house cinders, lumber, scraps and shavings.

1.2.9 ***WEEDS:*** shall include all rank and uncultivated vegetation growth or matter which has grown to more than eight (8) inches in height, or which regardless of height is unsightly.

1.3. CONTRACT DESCRIPTION AND INTENT

1.3.1 The Contract Documents consist of the Request for quote, Instructions to Bidder, Contractor's Quote Form, Owner-Contractor Agreement, The Conditions of the Contract (General and other Conditions), the Drawings, the Specifications, And all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is a (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.3.2 Work of the Project includes the demolition mowing and maintenance of identified properties as described in the contract documents The work shall be completed totally conforming to the specifications herein.

1.3.3 The intent of this contract is to provide for the proper execution and completion of the Work described herein. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

1.3.4 All work will be performed in compliance with the Contract Documents. Full compliance with the Contract Documents is required unless noted by written instrument executed by both the Owner and the Contractor. Where there is any discrepancy between City Building Codes and the Contract Documents, the stricter interpretation shall prevail.

1.4 SPECIFICATION CONVENTIONS

1.4.1 These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.5 PROPERTY IDENTIFICATION

BUNDLE "E" - SOUTH					
	City Sites	**Pin Number**	**Width**	**Depth**	**Total S.F.**
1	209 S Chicago	3007162320090000	47	140	6580
2	211 S Chicago	3007162320100000	47	143	6721
3	305.5 S Chicago	3007162360570000	2	150	300
4	307 S Chicago	3007162360580000	35	150	5250
5	309 S Chicago	3007162360300000	40	150	6000
6	311 S Chicago	3007162360310000	25	150	3750
7	315 S Chicago	3007162360330000	55	150	8250
8	329 S Chicago	3007162360590000	55	150	8250
9	& parcel	3007162360360000	23	150	3450
10	337 S Chicago	3007162360390000	25	150	3750
11	356 S Chicago	3007151250190000	44	79	3476
12	359 S Chicago	3007162360480000	27	150	4050
13	200 BLK S Chicago	3007162320120000	27	150	4050
14	325-327 S Chicago	3007162360350000	25	150	3750
15	207 S Des Plaines	3007162290120000	33	148	4884
16	318 S Des Plaines	3007162340050000	78	150	11700
17	340 S Des Plaines	3007162340090000	55	150	8250
18	406 S Des Plaines	3007164050020000	50	150	7500
19	412 S Des Plaines	NSP3007164050040000	55	75	4125

20	200 S Ottawa	3007162320010000	47	157	7379
21	210 S Ottawa	3007162320040000	47	157	7379
22	211 St Louis	3007151170140000	43	86	3698
23	209-209 1/2 St Louis	3007151170200000	44	86	3784
24	9 Wallace	3007162320070000	40	93	3720
25	12 Wallace	3007162360020000	50	40	2000
26	161 Wallace	3007162290100000	35	130	4550
27	V/L 0-50 BLK Wallace	3007162320140000	29	85	2465
28	V/L 0-50 BLK Wallace	3007162320150000	29	97	2813
29	V/L 0-50 BLK Wallace	3007162320160000	43	92	3956
30	V/L 0-50 BLK Wallace	3007162320170000	47	92	4324
31	V/L 0-50 BLK Wallace	3007162320180000	29	12	348
32	400 Water	3007164040010000	50	150	7500
33	402 Water	3007164040020000	50	150	7500
					165,502

ARTICLE 2

OWNER

2.1 OWNER

2.1.1 The City of Joliet, Neighborhood Services Division will be the interpreter of the requirements of the Contract Documents. It will have the authority to reject work which does not conform to the Contract Documents and to require that rejected work be corrected at the expense of the Contractor and without an extension of the completion deadline. It will make decisions on all claims and disputes and such decisions will be binding on both parties.

2.1.2 The Owner may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

2.1.3 If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by written notice, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 3

CONTRACTOR

3.1 CONTRACTOR

3.1.1 The Contractor shall supervise and direct the work with reasonable professional skill. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

3.1.2 The Contractor shall coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.

3.1.3 Quality Control

3.1.3.1 The Contractor warrants to the Owner that all work will be of good and workmanlike quality, free from faults and defects.

3.1.3.2 Monitor quality control over site conditions and workmanship to produce Work of specified quality.

3.1.4 The Contractor (and subcontractors) shall not assign this Agreement without the prior written consent of the City.

3.1.5 Public streets, alleys, or other thoroughfares anywhere in the City, used by the contractor in carrying out this contract, shall at all times be kept free of litter attributable to him, and his trucks or other vehicles shall be so loaded and equipped as to prevent leakage, blowing off, or other escape of any portion of whatever is being hauled. Any cost incurred by the City of Joliet, Illinois, in cleaning up such litter will be charged to the contractor and shall be deducted from funds due or to become due him under this contract.

3.1.6 The Contractor covenants, agrees and does hereby indemnify and hold harmless and defend the City of Joliet and its officers and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Agreement or the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind or character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. The Contractor shall also indemnify and hold harmless the Owner from and against any and all claims brought or asserted against the Owner in connection with the work.

3.1.7 If the Contractor is a Corporation, that Corporation must have a current Certificate of Good Standing with the Secretary of the State of Illinois.

3.1.8 The Contractor (or owner of the Corporation if the Contractor is a Corporation) shall not be delinquent with any court ordered child support.

3.2 SALES TAX

3.2.1 Sales to the City of Joliet are exempt from State and local retailers' occupation tax, State and local Service Occupational Tax, use tax, and Service Use Tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our Tax Exemption Identification No. is E9992-5631-05.

ARTICLE 4

GENERAL SPECIFICATIONS

4.1 MOWING REQUIREMENTS

4.1.1 Lots shall be mowed from side lot line to side lot line and from the curb line or paved roadway to the center of the alley. String Trimmers shall mow and trim curb lines and fence lines. **Important Note: All debris, trash, and any other items shall be removed from the lot prior to cutting.** Contractor is responsible for removing grass clippings from sidewalks, curbs, etc. **CLIPPINGS MAY NOT BE BLOWN INTO THE STREET.**

4.1.2 Contractor must have sufficient personnel and equipment to complete the following:

4.1.2.1 One-time initial clean-up of the sites. Clean-up shall consist of the removal of all woody growths up to three (3) inches in diameter, grapevines, rose bushes, hedges, "suckers" and other plants from the site, the fence lines and the building lines. All material shall be removed from the site. The clean-up shall include removal of any on-site litter.

4.1.2.2 Cut all weeds, high grass and unsightly plant growth on the property to a height of 2

inches. Contractor is to pick-up all grass clippings and weeds and is responsible for disposal of such clippings. Area is to be swept clean after mowing. This includes the city sidewalk. **This cost is to be included in the proposal price.**

4.1.2.3 Properties with weeds, high grass and unsightly plant growth, including saplings, 2 feet tall or greater in height will require cutting with a brush hog or similar equipment.

4.1.2.4 Cultivated flowers and gardens are excluded from cutting.

4.1.2.5 All trash and rubbish must be removed prior to cutting. Any cut up paper, plastic or trash left as residue shall be collected in trash bags.

4.1.2.6 Where structures or fences are located on properties, areas not reached by the mowers or tractors must be trimmed using smaller equipment such as a string trimmer and the Contractor is expected to trim around trees, fence posts, fence line, fire hydrants, etc.

4.1.2.7 Grapevines, "suckers", and other woody growth shall be cut flush with the ground, and re-growth shall be controlled by edging or "weed whacking".

4.1.2.8 Contractor is expected to edge along the city sidewalk on each job, and for commercial properties.

4.2 PROJECT REQUIREMENTS

4.2.1 Contractor will be notified when and where to mow grass and weeds by the City of Joliet, Neighborhood Services.

4.2.2 Contractor to be responsible for any personal injury or damage to any public or private property caused by contractor's machinery or employees.

4.2.3 Contractor must be able to mow grass and weeds within 48 hours after notification.

4.2.4 Contractor is responsible for checking the area before mowing to make sure the area is clear of debris.

4.2.5 Contractor is responsible to pick-up all paper, boxes, cans, bottles, etc. and not merely mow over such articles.

4.2.6 Contractor is to understand that the terrain shall vary from a level grade to slope and/or very rough grade.

4.2.7 If the contractor damages a tree (gouges or tears the bark) they may, at the city's discretion, be required to replace the tree at their (the contractor's) cost. The replacement tree will be similar in size and type as existing.

4.2.8 The contractor shall **under no circumstances** use any type of chemical fertilizer or herbicide at any site.

4.2.9 All limbs or large debris discovered after the initial clean-up will be addressed by a change-order.

ARTICLE 5

PAYMENTS AND COMPLETION

5.1 APPLICATIONS FOR PAYMENT

5.1.1 Contractor shall invoice the City of Joliet, Neighborhood Services at the end of each month for the grass and weed cutting. (This includes front, back and side yards.)

5.1.2 Submit partial waiver of liens arising out of this Agreement, including subcontractor and supplier liens.

5.1.3 Payment Period: Monthly, unless otherwise specified.

5.1.3.1 Payment made by the Owner shall not constitute acceptance or waiver of any defects in Workmanship or materials that were not discovered by an inspection of the work prior to the approval of payment.

5.1.4 If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, then the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing is received.

ARTICLE 6

INSURANCE

6.1 CONTRACTOR'S LIABILITY INSURANCE

6.1.1 The Contractor shall purchase and maintain minimum insurance coverage as specified and the Contractor will require any and all subcontractors performing work under this Agreement to also maintain such minimum insurance coverage. A certificate of insurance covering the term of this agreement shall be submitted to the city and such policies shall not be cancelled without prior notice to the City.

6.1.2 The insurance required by 6.1.1 shall be issued by companies with a Best rating A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

6.1.2.1 Commercial Form General Liability Insurance-Limits of Liability

6.1.2.1.1 The Contractor shall maintain during the life of this Agreement, comprehensive general liability insurance with minimum coverage per occurrence of $1,000,000 bodily injury, death, or property damage.

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

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

6.1.2.1.4 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.

6.1.2.2 Comprehensive Automobile Liability:

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

6.1.2.2.2 The Contractor shall maintain during the life of this Agreement, comprehensive automobile liability insurance with minimum coverage Combined Single Limit of $1,000,000.00

6.1.2.3 Umbrella:

6.1.2.3.1 The Contractor shall maintain during the life of this Agreement, umbrella insurance with minimum aggregate coverage of $1,000,000.00.

6.1.2.3.2 Additional insurance required by Paragraph 6.1.1 shall be issued by companies that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

6.1.2.3.2.1 Worker's Compensation and Employee's Liability Insurance as required by the State of Illinois for all of the Contractor's employees at the site of the project.

6.1.2.3.2.2 The Contractor shall require any and all subcontractors performing work under this Agreement to similarly provide Worker's Compensation and Employee's Liability Insurance for all employees at the project site.

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

6.1.4 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.

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

6.1.5.1 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".

6.1.6 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.

6.2 CERCLA INDEMNIFICATION

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

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGE PROCEDURES

7.1.1 The Owner may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

7.1.2 Concealed Conditions

7.1.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

7.1.3 The Contractor may request Change Orders as approved by Project Manager.

ARTICLE 8

CONTRACT CLOSEOUT

8.1 CLOSEOUT PROCEDURES

8.1.1 Submit written certification Contract Documents have been reviewed, Work has been inspected and approved by the City of Joliet, and Work is complete in accordance with Contract Documents and ready for project Manager's inspection.

8.1.2 Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

8.1.3 Submit final waiver of liens arising out of this Agreement, including subcontractor and supplier liens.

ARTICLE 9

TERMINATION OF THE CONTRACT

9.1 TERMINATION BY THE CONTRACTOR

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

9.2 TERMINATION BY THE OWNER

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

END OF SECTION

APPENDIX A - AFFIDAVITS

Section 1:

Business Status of Bidder

BIDDER/APPLICANT:

Name _____

Principal place of business _____

Address _____

City, State, Zip Code _____

The Bidder is a:

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

_____

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

_____
Name

_____
Address

_____
City, State, Zip

The officers of the corporation are:

_____ _____
President *Secretary*

_____ _____
Vice President *Treasurer*

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

Limited Liability Company

The state of registration is: _____

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

_____
Name

_____
Address

_____
City, State, Zip

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

_____
Address

_____
City, State, Zip

The managers and members of the Limited Liability Company are:

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

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

Sole Proprietorship

The address of the sole proprietor is:

_____
Address

_____
City, State

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

BID RIGGING AND BID ROTATING

Section 2: That in connection with this solicitation for 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 in Section 2, above; and

B He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being 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 in Section 2 above, and as their agent does hereby so certify; and

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

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5: The undersigned will publish a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

TAX COMPLIANCE

Section 7: The undersigned on behalf of the entity making the foregoing 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 non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

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

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

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

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

Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

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

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

Signed by:_____
name

_____
title

Subscribed and Sworn to before me this _____day of_____, 20____.

By: _____
Notary Public

-seal-

END OF DOCUMENT