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

FOR THE

2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM

CONTRACT NO. 2901-0525

APPROVED
DEPARTMENT OF PUBLIC UTILITIES

Allison Sayler

_____
DIRECTOR OF PUBLIC UTILITIES

DATE: March 17, 2025

APPROVED

DEPARTMENT OF PUBLIC UTILITIES

William J Gatz

_____
DEPUTY DIRECTOR OF PUBLIC UTILITIES
FIELD OPERATIONS

DATE: March 17, 2025

SUBMITTED BY

_____
CONTRACTORS NAME

_____
ADDRESS

_____
CITY AND STATE

_____
PHONE

DATE:_____, 2025

City of Joliet

Purchasing Division
815-724-3925
purchasing@joliet.gov

Prospective Bidders:

Enclosed are bid documents which may be of interest to your company.

Please note the date as to when these bids will be opened.

THIS BID DOCUMENT MUST BE RETURNED INTACT (THE SAME ORDER AS RECEIVED). FAILURE TO DO SO MAY INVALIDATE YOUR PROPOSAL.

ALL BIDS SHALL BE SUBMITTED IN AN OPAQUE, SEALED ENVELOPE TO THE CITY CLERK, 150 WEST JEFFERSON STREET, JOLIET, ILLINOIS 60432, 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 CONSIDERED, AT THE DATE AND HOUR SET FORTH IN THE INVITATION TO BID.

THE BIDDER SHALL ALSO STATE ON THE OUTSIDE OF THE ENVELOPE THAT HE/SHE IS IN RECEIPT OF ALL ADDENDUMS TO THE CONTRACT.

ANY QUESTIONS OR CLARIFICATIONS CONCERNING THESE SPECIFICATIONS SHOULD BE IN WRITING AND DIRECTED TO THE PURCHASING DIVISION AT purchasing@joliet.gov

ANY ORAL OR WRITTEN COMMENTS RECEIVED FROM ANY OTHER PERSON OTHER THAN THE CONTRACT ADMINISTRATOR, WILL NOT BE CONSIDERED AND ALSO, MAY INVALIDATE YOUR PROPOSAL.

THANK YOU FOR BIDDING.

MAYOR
Terry D'arcy

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

CITY MANAGER
Beth Beatty

PURCHASING DIRECTOR
Milton Kanellakes

CONTRACT DOCUMENTS

PROJECT: **2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM**

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

CONTRACT NO. **2901-0525**

BETH BEATTY
CITY MANAGER

MILTON KANELLAKES
PURCHASING DIRECTOR

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

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT TO BIDS
CONTRACT NO. 2901-0525
PROJECT NAME: 2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM

The City of Joliet, Illinois, does hereby invite sealed bids for the **2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM**.

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **10:00 A.M.** local time on **Monday, April 14, 2025,** 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 https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/construction-public-utilities 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, March 27, 2025

Beth Beatty
City Manager

Milton Kanellakes
Purchasing Director

CITY OF JOLIET

150 WEST JEFFERSON STREET

JOLIET, ILLINOIS 60432-4158

CONTRACT DOCUMENTS FOR: 2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM

User Department:	**PUBLIC UTILITIES**
Date and Time of Bid Opening:	**APRL 14, 2025 @ 10:00 A.M.**
Bid Security:	**10%**
Performance Security:	**NONE**
Insurance:	**YES – The City of Joliet and its officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming the City of Joliet is additional insured, including the provision of legal representation in the defense of claims asserted against the City of Joliet**

Terry D'Arcy
Mayor

Beth Beatty
City Manager

Milton Kanellakes
Purchasing Director

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

INSTRUCTION TO BIDDERS

PROJECT: 2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM

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

DEFINITIONS:

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

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

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

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

1. BIDS - GENERAL

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

2. FORMS

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

3. BLANKS; CORRECTIONS

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

4. SUBMISSION

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

5. EXECUTION

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

6. WITHDRAWAL

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

7. WORDS AND FIGURES

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

8. UNIT PRICE

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

9. TAXES

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

10. NET PRICE

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

11. BID SECURITY

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

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

12. BID SECURITY RETURN

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

13. INTERPRETATIONS

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

14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE

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

15. ALTERNATE EQUIPMENT OR MATERIALS

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

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

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

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

16. DESCRIPTIVE LITERATURE: EQUIPMENT OR MATERIALS

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

17. RESPONSIBILITY OF BIDDERS

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

18. CITY'S RIGHT TO ACCEPT OR REJECT

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

19. AWARDING OF CONTRACT

a. The Contract shall be awarded to the lowest responsible Bidders based on criteria as set forth in the City of Joliet Purchasing Ordinance. The City of Joliet intends to enter into a contract with one or more Contractors at the Contractors' unit prices provided in the Bid Form. The City of Joliet reserves the right to utilize the Contractor based on the best interest of the City.

b. The City Council will be awarding this contract for a not to exceed price based on an estimated number of required work items. This contract will be awarded to up to three contractors based on the lowest unit prices provided for contractors that meet the requirements as listed in the contract. The contractor with the lowest unit prices will be asked to complete the work at

their unit prices. Finally, should the second contractor not be able to complete the work, the contractor with the third lowest prices will be asked to complete the work at their unit prices.

c. Insurance documents will be required of all awarded contractors.

d. Performance and payment bonds will not be required of the contractors since there is no guarantee of work.

20. ALTERNATE AND MULTIPLE BIDS

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

21. AFFIDAVITS

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

GENERAL CONDITIONS

Please see the City of Joliet Special Provision and General Conditions Booklet Updated on February 10, 2021 available on Joliet.gov

CITY OF JOLIET

SUPPLEMENTAL SPECIAL PROVISIONS

The following Supplemental Special Provisions supplement the City of Joliet Special Provisions and General Conditions adopted February 10, 2021 and the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2017 and the latest edition of the "Manual on Uniform Traffic Control Device for Streets and Highways," the "Standard Specifications for Water and Sewer Main Construction in Illinois," and the "City of Joliet Utility Design & Inspection Policy Manual" in effect on the date of invitation for bids. In case of conflict with any parts of said specifications, the said Supplemental Special Provisions shall take precedence and shall govern. The above-named publications shall hereinafter be referred to as the "Standard Specifications" which apply to and govern the construction of the ***2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM.***

1. SCOPE OF WORK

a. The work covered under this contract consists of contractors providing excavation and underground repair services for the City of Joliet sewer and water system on an as needed basis, for emergency response, and planned worked that is beyond the capabilities of City of Joliet in-house resources.
b. This bid will establish unit prices for labor and equipment to be used in completing assigned work.
c. All work shall be scheduled and performed under the direction of a City of Joliet representative with jobsite supervision performed by the contractor.
d. Types of work to be performed include but are not limited to:
    i.) Installation, replacement, repair or relocation of water and sewer main segments.
    ii.) Installation, replacement, repair, or relocation of water main valves and vaults.
    iii.) Installation, replacement, repair, or relocation of sanitary sewer manholes.
    iv.) Installation, replacement, repair, or relocation of water and sewer service lines.
    v.) Installation, replacement, repair, or relocation of fire hydrants.
    vi.) Emergency repair of water distribution system leaks.
    vii.) Emergency repair of blocked or collapsed sanitary sewer mains and service lines.
    viii.) Emergency repair of water and utility pipelines and structures.

2. LOCATION OF THE WORK

a. The Director of Public Utilities of her designee shall assign the locations and areas where work is to be performed under this contract by the Contractor.

b. The work locations may include areas inside or outside of the City of Joliet limits for which the City of Joliet sewer and water system services or transmits utilities thru.

3. CONTRACT TIME

a. The prices in this contract shall be valid until **March 31st, 2025**. The contract shall expire on that date. The City may terminate the contract at any time if the contractor is not meeting the expected schedule or quality of work.
b. The City of Joliet may terminate this contract with fifteen days written notice if it determined that the continuation of this contract is not in the best interests of the City of Joliet.

4. GENERAL

a. All bids shall be in strict accordance with all provisions contained herein and shall comply with the specifications attached hereto
b. Bids shall be submitted on the printed forms provided for that purpose and bound herewith and must be signed
c. Bid forms shall be completed in full not be detached from this binding
d. The complete set of proposal documents shall be submitted with the proposal
e. The City of Joliet reserves the right to reject any or all bids or to accept any bid which may be deemed to be in the best interest of the City of Joliet
f. No bid shall be withdrawn within thirty (30) days after the scheduled time for the opening of the bids
g. Bidders must submit a firm bid
h. A bidder shall not stipulate in his proposal any condition not contained in the proposal documents
i. A bidder shall not stipulate in his proposal any condition not contained in the proposal documents
j. The contractor shall perform underground utility work as directed by the City Representative.
k. The contractor shall assign only skilled, experienced employees to the City of Joliet work.
l. The contractor shall call for JUIE locates and shall take reasonable precautions to avoid damage to existing underground utilities
m. The contractor shall immediately notify the City Representative of any unforeseen problems or conflicts with other underground utilities or structures.
n. When necessary, the contractor shall coordinate with other utilities to disconnect, de-energize, support, protect, remove, or relocate any utility lines or structures in conflict with the work being performed.
o. The contractor shall submit Certified Payroll documents as required by Illinois Prevailing Wage Law. Each invoice shall be accompanied by payroll documents corresponding to the dates of work.

5. MISCELLANEOUS TOOLS, TRUCKS, AND MATERIALS

a. The contractor shall furnish all tools and incidental material and other items normally used in underground utility construction work. There shall be no rental fees or extra charges billed to the City of Joliet for the use of these items, except as provided in the bid proposal worksheets. Examples of tools and materials to be furnished include but are not limited to:
   i.) Picks, shovels, hammers, saws, scrapers, cutters, snappers, wrenches, tap and die tolls, brooms, brushes, torches, b-box keys, valve keys, and other hand tools
   ii.) Portable generators, small compressors, gas-powered cutoff saws, compactors, trash pumps, drills, vibrators, and other power tools
   iii.) Metal detectors, locators, levels, transits, lasers, and similar tools and equipment.
   iv.) Safety equipment, including personal protective equipment and confined space entry equipment.
   v.) Incidental quantities of cleaners, bleach, lubricants, plywood, lumber, rope, rags, stakes, blocks, mortar, fasteners, concrete bricks, concrete blocks, and other low-cost items commonly used in underground construction.

b. There shall be no charge for service trucks and trailers. The cost of vehicles used in connection with the work performed under this contract shall be included in the hourly labor rates. This provision shall not apply to vehicles for which an hourly rate is shown in the bid proposal worksheet.

c. When directed by the City Representative, the contractor shall obtain any specialized tools required to complete the assigned work. Rental fees for specialized equipment not owned by the contractor shall be approved in advance by the City Representative.

d. When submitting invoices for work that includes rental charges, the contractor shall submit a copy of the supplier invoice as documentation of the rental cost. Contractor markup shall not exceed 15% of the rental cost. If the contractor must rent equipment for which a unit cost is shown in the bid proposal worksheet, then the submitted unit cost shall apply.

e. Whenever practical, the City of Joliet shall supply parts and materials from the Department of Public Utilities. When directed by the City Representative, the contractor shall purchase parts on behalf of the City.

f. When submitting invoices for work that includes purchased materials, the contractor shall submit a copy of the supplier invoice as documentation of the material cost. Contractor markup on parts shall not exceed 15% of the supplier invoice price.

6. SAFETY, EFFICIENCY, & SYSTEM OPERATION

a. The contractor and its employees and subcontractors shall comply with all applicable safety regulations, including but not limited to OSHA rules.

b. The contractor shall demonstrate that they have experience in excavation and specifically in the repair of water and sanitary sewer utilities.
c. The contractor shall provide evidence that they employ personnel who are experienced in underground water and sewer utility repairs.
d. The contractor shall coordinate with City of Joliet personnel as required to avoid disruption to other City of Joliet operations.
e. The contractor may not operate any valves or perform by-pass pumping that may affect the City of Joliet utility systems without specific approval by the city representative. The city representative may direct the contractor to operate specific valves and / or perform bypass pumping upon which time the contractor is to take caution and inform the city representative immediately of any issues.
f. The contractor shall assign appropriate staff and equipment to each job, so as to enable timely and efficient completion of all tasks, and shall avoid assigning excessive forces, as would result in inefficient use of resources.
g. Any tools or equipment staged at or near the work area shall be isolated with cones or barricades to protect the Public from potential dangers.
h. The contractor shall, at all times, maintain sufficient barriers to prevent members of the public from entering active work zones, or from coming into contact with hazardous materials and /or equipment.
i. The contractor shall make every effort to avoid or minimize damage to public and private property and shall promptly report all damage to the City Representative.
j. The contractor shall be held liable for excessive landscape damage or other damage to property, if that damage results from negligence of the contractor, its employees, or subcontractors
k. Upon completion of each job assignment, the contractor shall perform preliminary site restoration, consisting of rough grading, filling of holes, temporary pavement patching, and other measures as may be necessary to maintain a safe public environment until final restoration of landscape and pavement.
l. The City of Joliet will arrange and pay for final restoration of landscape and pavement. Final restoration items are not part of this contract.
m. The contractor shall coordinate with the City of Joliet personnel and private property owners to minimize disruption of business operations and residential activities.
n. The contractor shall make every effort to minimize disruption to residential life, recreational, and commercial activity in the project area. The best and most appropriate technology and methods shall be utilized to avoid damage to trees, lawns, landscapes, walkways, driveways, parking areas, buildings, vehicles, and personal property.

7. EMERGENCY RESPONSE

a. Emergency contact numbers shall be provided by the contractor, in order that emergency callouts may be made on a 24-hour, around-the-clock basis.
b. City of Joliet may terminate this contract if the contractor fails to provide satisfactory emergency response.

8. SUBCONTRACTED WORK

a. With the prior written approval of the City of Joliet representative, the contractor may subcontract specialized work, which is not strictly within the defined scope of this bid, to others who are better qualified to perform that portion of the work. The scope and cost of the subcontracted work, along with the name(s) of the subcontractor(s) and other pertinent information, shall be submitted to the city representative for approval.
b. Subcontractors shall have at least five years' experience in the type(s) of work being subcontracted, and shall have utilize only highly skilled, experienced employees for work.
c. The maximum allowable contractor mark-up for specialized subcontracted work shall not exceed 15% of the subcontractor invoice price
d. If the contractor subcontracts work that is clearly within the scope of this bid, then the contract unit costs shall apply.
e. The contractor shall provide sufficient supervision of the work performed by all subcontractors to ensure that all the work is satisfactory to the city representative
f. The contractor shall warranty all subcontractor work for a period of one year from the date of final acceptance.
g. The contractor shall submit certified payroll documents for all subcontractors as required by Illinois prevailing wage laws.

9. HOURS OF OPERATION

a. All work shall be performed during normal working hours between 7:00 am and 3:30 pm, Monday through Friday except when the city representative directs the contractor to work before or after working hours
b. The contractor shall work night hours as directed by the city representative, when required by an operational emergency, or when necessary to avoid traffic disruption.
c. The contractor shall work weekend hours as directed by the city representative, when required by an operational emergency, or when necessary to avoid traffic disruption.
d. Labor and equipment charges at the unit prices indicated in the bid proposal worksheet.
e. Billable hours shall accrue from the time the contractor

10. SCHEDULED MOBILIZATION

a. Whenever practical, the city representative shall notify the contractor of non-emergency work within 7 calendar days in advance of the date needed.
b. The city representative shall provide the contractor with diagrams and other information sufficient to plan the execution of the work and shall work with the contractor to plan the execution.

c. Prior to starting a non-emergency work assignment, the contractor shall submit the following for review and approval by the city representative:
   i) A preliminary estimate of costs to complete the proposed work based on the unit prices in the bid proposal worksheet including any costs for subcontracted work and / or equipment rental.
   ii) A preliminary list of materials needed to complete the proposed work.
   iii) A preliminary schedule for the execution of the proposed work.
   iv) A traffic control and site access plan if requested by the city representative.
d. The contractor shall pick up all materials provided by the city from the Department of Public Utilities, 921 E. Washington Street, and shall procure other materials as directed by the city representative.
e. The contractor shall call for JULIE locates and shall verify that all JULIE marks are fresh prior to excavating.

11. EMERGENCY MOBILIZATION

a. The city representative shall contact the contractor at the 24-hour emergency phone number to request Emergency Mobilization.
b. A foreman or other management employee of the contractor shall meet the city representative on-site within 1 hour of the call to plan the execution of the emergency work.
c. The contractor crew shall arrive on-site to commence work within 2 hours of the initial call. If a two-hour response time is impossible, the contractor and the city representative shall agree upon a reasonable schedule for execution of the work. The city representative shall have the right to reassign the work to another contractor if no scheduling agreement can be reached.
f. The contractor shall call for emergency JULIE locates and shall verify that all JULIE marks are fresh prior to excavating.
g. The contractor shall pick up all materials provided by the city from the Department of Public Utilities, 921 E. Washington Street, and shall procure other materials as directed by the city representative.

12. EXCAVATION SHORING

a. The contractor shall maintain an inventory or portable shoring devices capable of meeting OSHA requirements and shall employ a sufficient number of competent persons to assure safe and proper use of the shoring.
b. The contractor shall have all necessary shoring available at the jobsite at all time, and shall utilize shoring in an efficient and effective manner as to ensure worker safety without unreasonable delay of the work.
c. When assigning excavation work to the contractor, the city representative shall notify the contractor of the estimated depth of the pipe or structure to be excavated. The contractor shall plan accordingly and shall bring the appropriate shoring to the jobsite.

d. The applicable unit price for Excavation Shoring shall be determined by the depth of the excavation measured from the surface of the ground to the bottom of the trench. The corresponding unit price in the bid proposal worksheet shall apply.
e. The unit price for Excavation Shoring shall apply for each day that the shoring is in use at the jobsite.
f. The unit price for Excavation Shoring shall include mobilization and transport.

13. TRAFFIC CONTROL & PROTECTION

a. Basic Traffic Control pay item is intended for side streets and collector streets and shall consist of an adequate complement of barricades, signs, cones, cone bars, and caution tape to protect motorists and pedestrians from injury and to facilitate the orderly flow of traffic in the work zone area. Temporary traffic control shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) as well as meeting all City of Joliet, County and IDOT Standards.
b. City Arterial Roadway Traffic Control pay item is intended to meet the demands of higher traffic areas which are designated as Arterial Routes by the City of Joliet, and any other roadway that has exceptional traffic control requirements for vehicles or pedestrian traffic such as county routes or the downtown business area. An adequate complement of barricades, signs, cones, cone bars, and caution tape to protect motorists and pedestrians from injury and to facilitate the orderly flow of traffic in the work zone area must be utilized. Temporary traffic control shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) as well as meeting all City of Joliet, County, and IDOT Standards.
c. State Highway Traffic Control pay item is intended to meet the demands of which are designated as State Routes. An adequate complement of barricades, signs, cones, cone bars, and caution tape to protect motorists and pedestrians from injury and to facilitate the orderly flow of traffic in the work zone area must be utilized. Temporary traffic control shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) as well as meeting all City of Joliet, County, and IDOT Standards.
d. The contractor shall supply Arrow Boards as required, subject to approval of the city representative. The cost of the arrow boards shall not be included in the unit prices for Basic Traffic control, City Arterial Roadway Traffic Control, and State Highway Traffic Control. Arrow Board usage shall be charged separately at the rates indicated in the bid proposal worksheet.
e. The contractor shall supply Traffic Flaggers or Flagmen as required, subject to approval of the city representative. The cost of Traffic Flaggers or Flagmen shall not be included in the unit prices for Basic Traffic control, City Arterial Roadway Traffic Control, and State Highway Traffic Control. Traffic Flaggers or Flagmen shall be charged as under the Laborer pay items at the rates indicated in the bid proposal worksheet.
f. The cost of signage and barricades to detour traffic around a closed section of roadway shall be included in the unit costs specified herein for traffic control items.

g. When working in areas where pedestrian traffic is present, the contractor shall take all necessary precautions to protect pedestrians from accidental injury and shall secure any unattended work areas against unauthorized entry. All work site protection shall be considered incidental to the contract and shall be provided at no additional cost to the city.

14. PAVEMENT CUTTING AND REMOVAL

a. Roadways, driveways, sidewalks, and curbs shall be neatly sawcut and removed in accordance with City of Joliet standards.
b. The contractor shall avoid unnecessary removal of excess quantities of walks, pavement, and curbs.
c. Saw cutting of walks, pavement, and curbs at a depth obtainable with a with gas-powered cutoff saw shall be considered incidental to the cost of work and no additional rate will be paid. If saw cutting requires the use of a walk behind saw to obtain a greater depth, the saw cutting of pavement shall be measured and charged at the hourly laborer rate and equipment for a Walk Behind Saw indicated in the bid proposal worksheet.

15. PAVEMENT CUTTING AND REMOVAL

a. Roadways, driveways, sidewalks, and curbs shall be neatly sawcut and removed in accordance with City of Joliet standards.
b. The contractor shall avoid unnecessary removal of excess quantities of walks, pavement, and curbs.
c. Saw cutting of walks, pavement, and curbs at a depth obtainable with a with gas-powered cutoff saw shall be considered incidental to the cost of work and no additional rate will be paid. If saw cutting requires the use of a walk behind saw to obtain a greater depth, the saw cutting of pavement shall be measured and charged at the hourly laborer rate and equipment for a Walk Behind Saw indicated in the bid proposal worksheet.

16. BACKFILL

a. The contractor shall install backfill material as directed by the city representative.
b. The city representative shall have the opportunity to inspect the contractor's completed utility repair work prior to the installation of the backfill material.
c. Compacted backfill shall be installed in lifts of no more than 12 inches and shall be compacted with vibratory equipment. When required, the city representative may arrange for an independent testing agency to monitor the compaction of backfill materials.
d. When directed by the city representative, the contractor shall install flowable fill that complies with IDOT standards.
e. When directed by the city representative, the contractor shall obtain backfill materials from City of Joliet stockpiles at the Public Utilities Service Center

located at 921 E. Washington Street. Coordination efforts may by made by the city representative to have backfill materials delivered to the jobsite via city resources or thru an alternate source.

f. Plate compaction or jumping jack compactor equipment utilized in the backfill process shall be considered incidental.
g. Labor and equipment utilized at the hourly rates indicated in the bid proposal worksheet shall be verified by the city representative.

17. LIGHTING FOR NIGHT WORK

a. When necessary, the contractor shall provide worksite lighting for night operations. Such lighting shall be sufficient to ensure safety and facilitate efficient and effective operations. Lighting used in roadways shall comply with all applicable regulations and shall not create hazards for motorists or pedestrians.
b. The use of worksite lighting shall be approved by the city representative and shall be charged at the daily rates indicated in the bid proposal worksheet.
c. The cost of generators or other power sources required shall be included in the cost and considered incidental to the daily rate indicated in the bid proposal worksheet.

18. DISPOSAL OF EXCAVATED MATERIALS

a. Excavated material from construction operations shall to Public Utilities Service Center located at 921 E. Washington Street and stockpiled on site unless directed otherwise by the city representative.
b. If the petroleum or other hazardous materials are found in the soil, the contractor shall immediately notify the city representative. The city representative and the contractor secure the site and take cooperate to ensure environmental protection measures are taken. No contaminated materials shall be hauled to the City of Joliet stockpile.
c. The dumping location at the 921 E. Washington Street stockpile location shall be coordinated with the city representative. Soil from residential areas are to be dumped in a sperate location of soil from commercial locations.
d. The contractor shall maintain orderly and neat dumping operations at the stockpile to ensure access for future dumping.
e. The City of Joliet shall maintain the stockpile location. Any maintenance of stockpile required by the contractor shall be coordinated with the city representative.
f. Labor and equipment charges for spoils hauling from the jobsite to the stockpile shall be charged at the hourly rates indicated in the bid proposal worksheet.

19. VEHICLES AND EQUIPMENT

a. The contractor shall utilize excavation equipment, dump trucks, and other equipment that is of the appropriate type and size for the work. Equipment selection shall be subject to the approval of the city representative.
b. Equipment shall be operated only by employees who are trained and qualified to operate that piece of equipment.
c. Only one designated equipment operator shall be on site unless otherwise approved by the city representative
d. MINI SKID-STEER MACHINE shall be defined as a Bobcat or similar mini loader with or without attachments.
e. BACKHOE LOADER shall be defined as a rubber tire backhoe loader Cat 420 model or equal
f. MINI EXCAVATOR shall be defined as a rubber track excavator with an operating weight of less than 20,000 lbs. This range is equivalent to a Cat 310 Mini Excavator and smaller.
g. SMALL EXCAVATOR shall be defined as a track or wheeled excavator with an operating weight of between 22,001 lbs and 45,000 lbs. This range is equivalent to between a Cat 315 and a Cat 318 Excavator.
h. MEDIUM EXCAVATOR shall be defined as a track mounted or wheeled excavator with an operating weight between 45,0001 lbs and 80,000 lbs. This range is equivalent to between a Cat 320 and a Cat 330 Excavator.
i. LARGE EXCAVATOR shall be defined as a track mounted or wheeled excavator with an operating weight of greater than 80,000 lbs.
j. VACUUM EXCAVATOR shall be defined as a Vactor 2100 Series with a two stage vacuum, or equal with a minimum of a 12 cubic yard debris dump body.

20. DAILY WORK REPORTS

a. The contractor shall provide written daily reports and documentation of all work performed, as directed by the City Representative
b. Daily work reports shall be completed immediately following each day's work and shall be submitted to the City representative no later than 10:00 am the following business day, except when other arrangements have been made by the city representative.
c. Daily work reports shall include names, job classifications, hours worked, and hourly rates of all employees involves in the work.
d. Daily work reports shall include the fleet number and/or description of each piece of equipment used on the job and the hourly rate for the equipment. The daily work report shall indicate the number of hours it was operated on the site for the work to be performed.
e. Daily work reports shall indicate work performed, parts and materials used, and any use of rented equipment. Any subcontractor shall be subject to the same requirements.

21. MOBILZATION CHARGES

a. Equipment Mobilization & Transport charges shall apply to each piece of equipment assigned to a City of Joliet job. Mobilization and Transport charges shall apply once per piece of equipment per job and shall be earned on the first day that the equipment arrives at the job site. Subsequent days on the job shall not be subject to Equipment Mobilization and Transport charges. The unit cost for Equipment Mobilization and Transport shall include all expenses for transportation to and from the jobsite, including trailering and roadway permits if applicable.
b. Equipment items that do not have a Mobilization & Transport pay item within the bid proposal worksheet shall not be subject to Equipment Mobilization and Transport charges and shall be considered incidental cost to the pay item.
c. There shall be no employee mobilization or travel charges that apply to this contract.

22. QUANTITIES, MEASUREMENT, AND PAYMENT

a. The total quantities of work included in the Form of Proposal are approximate or estimated. Actual quantities of the pay items will be based on the actual which are verified by the City of Joliet. The City will pay at the unit bid prices only for the quantities ordered and delivered.
b. Any reference to forecasted, approximate, or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements.
c. The City may purchase as little as zero (0) or exceed the approximate, forecasted, or estimated quantities with no unit price variation.
d. Labor and equipment charges shall be billed at the unit prices indicated in the bid proposal worksheet.
e. Billable hours for truck driver work items shall paid (port to port) from the time the contractor truck driver leaves the contractors yard to the time the truck driver returns to the contractor yard. No more than 0.75 hours will be allowed for travel in each direction from the City of Joliet jobsite. Hours worked shall be rounded to the nearest quarter-hour. The contractor shall effectively track and document all billable units. The truck driver pay items are for dump trucks only. Any lowboy or trailer activity is to be included in the Mobilization and Transport pay item for the respective equipment.
f. Billable hours for laborer work items shall accrue from the time the contractor employee arrives at the City of Joliet work location and shall end when the contractor employee leaves the City of Joliet work location. Hours worked shall be rounded to the nearest quarter-hour. The contractor shall effectively track and document all billable units.
g. Billable hours for operator work items shall accrue from the time the contractor employee arrives at the City of Joliet work location and shall end when the contractor employee leaves the City of Joliet work location. Hours worked shall be rounded to the nearest quarter-hour. The contractor shall effectively track and document all billable units.

h. Billable hours for foreman shall include one way travel to the City of Joliet work location (up to 1.0 hours) as well as the hours which accrue from the time the contractor foreman arrives at the City of Joliet work location and shall end when the contractor employee leaves the City of Joliet work location. No time will be included for travel from the jobsite. Hours worked shall be rounded to the nearest quarter-hour. The contractor shall effectively track and document all billable units.
i. No fuel or milage charges shall apply. All travel and transportation costs shall be included in the hourly or daily equipment rates.
j. Lunch periods and other interruptions of work, when not related to the City of Joliet business, shall not be charged as billable time.
k. Contractor employees shall not accrue premium hours by working through lunch unless approved by the city representative.
l. Premium 1.5X overtime rates shall only apply when agreed to with the city representative prior the work being scheduled for the given date and time.
m. Premium 2X overtime rates shall only apply when agreed to with the city representative prior the work being scheduled for the given date and time.
n. Contractor must submit list of holidays during which 2X overtime premium rates will apply prior to scheduling of work.
o. 1.5 Overtime and 2X Overtime premium rates shall be as indicated in the bid proposal worksheet.
p. The excavation and shoring charge shall apply for each day that shoring is utilized on the job. No payment for storage or unused time.
q. Night Worksite Lighting shall apply for each night that the lighting is used on the job.
r. Hourly charges for equipment shall accrue only for the hours during which the equipment is operated. No equipment charges shall accrue for equipment that is left on site awaiting transport. Likewise, no equipment charges shall accrue for equipment that is delivered early and is awaiting the start of work.
s. Equipment Operator charges shall accrue only when a designated Equipment Operator is on site to operate excavation equipment.
t. Truck and driver costs associated with equipment Mobilization and Transport shall be included in the Mobilization and Transport costs for those items. There shall be no hourly labor or hourly equipment charges for transportation of equipment to or from the jobsite.
u. Trucks and trailers used solely for the delivery of equipment to the jobsite shall be included in the unit cost of Mobilization and Transport and shall not be billable at hourly rates. There shall be no hourly equipment charges for transportation of equipment to or from a jobsite.

23. PROGRESS PAYMENTS AND WARRANTY

a. The contractor shall submit an application for payment or invoice for each completed job assigned by the city representative. The application for payment or invoice must reference the contract number and purchase order number assigned by the City of Joliet and include the date of the actual work performed.

b. When more than one job is assigned and completed in a single day, the contractor shall submit a single application for payment for the entire day's work.
c. The application for payment or invoice shall be accompanied by:
    i.) Copies of all applicable Daily Work Reports
    ii.) Certified payroll documents in accordance with Illinois Prevailing Wage Laws
    iii.) All other documentation called for in the Contract Documents
    iv.) Complete and legally effective releases or waivers of all lien rights arising out of or liens filed in connection with the work, including subcontractors and supplier waivers.
d. All materials provided by the contractor shall be warranted against defects for a period of one year after installation.
e. All workmanship by the contractor shall be warranted for a period of one year after completion of the work.
f. The city representative shall notify the contractor in writing within 15 days of discovering defective work that is believed to be under warranty
g. Any work that fails to comply with this bid specification may be rejected by the city representative
h. The city representative shall notify the contractor in writing of any work that is rejected and shall specify the reasons for rejection.
i. Within 5 days of receiving notice of rejected work, the contractor shall submit a written proposal to the city representative detailing the proposed corrective action for each item of rejected work.
j. The contractor shall not proceed with corrective action until the city representative has approved the proposed corrective action.
k. The contractor shall proceed with corrective action with a reasonable amount of time set forth by the city representative
l. All corrective work shall be performed at no cost to the City of Joliet, except that additional work not specified in the original assignment shall be billed at the unit costs specified in the bid
m. The City of Joliet reserves the right to withhold payments until corrective work is completed to the satisfaction of the city representative.

PREVAILING WAGES

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

For Prevailing Wage information please go to the City of Joliet Website:

https://www.joliet.gov/government/departments/finance/purchasing/prevailing-wage-information

For current Prevailing Wage Rates, go to State of Illinois Website below and follow the instructions:

https://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 TO BIDDERS – ETHICS ORDINANCE AND INSPECTOR GENERAL COMPLIANCE

The City of Joliet has an Ethics Ordinance (Section 2-333 et seq. of the Code of Ordinances of the City of Joliet) which prohibits any appointed or elected official of the City of Joliet, or any employee of the City of Joliet from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The City of Joliet appreciates your anticipated cooperation in refraining from offering any official or employee anything, item, service, or favor of value to influence that person's decision on any City business. With your cooperation, the City of Joliet will achieve its goal of maintaining a fair and competitive contract procedure that promotes the best interests of the citizens of the City of Joliet. You should report immediately any violation of the Ethics Ordinance to the Inspector General, including any solicitation of a thing of value by a City official or employee. A bidder or contractor's participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a bid, termination of contract, or declaration of ineligibility to bid on future contracts.

It is the duty of any bidder, proposer, consultant, subcontractor, applicant for pre-qualification for a City contract, applicant for local bidder certification, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant, subcontractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to City of Joliet Ordinance 2-180, et. seq.. Any of the aforementioned parties understands and will abide by all provisions of the aforementioned Ordinance. All contractors must inform subcontractors of the provision and require understanding and compliance with it.

A copy of the City of Joliet Ethics Ordinance and all other City Ordinances are available in the City Clerk's office or on the City website for your review.

City of Joliet

Public Utilities
815-724-4220
publicutilities@joliet.gov

GENERAL CONTRACTOR

RE: 2025 CONSTRUCTION PROJECTS

Dear General Contractor:

The City of Joliet currently has specifications, which require ten **(10%)** percent minority participation in contracts over $100,000.00. In an effort to track this information better, the City of Joliet will be requiring all GENERAL CONTRACTORS to submit a complete list of sub- contractors they intend to use on the awarded project at the pre-construction meeting. The issuance of this sub-contractor list will help the City ensure that minority requirements are met as well as prevailing wages. The sub-contractor list should include the dollar amount or percentage of this contract for the work the sub-contractor is responsible. I.D.O.T. form BC 260-A is an example of such an acceptable form. In addition, the specification states that monthly certified payroll records are to be submitted to the Engineer. This will also be enforced for the upcoming construction season.

The City of Joliet appreciates your effort throughout the years and looks forward to working with you in the upcoming construction season.

Gregory P. Ruddy, P.E.
Director of Public Works

Allison Swisher
Director of Public Utilities

150 W Jefferson St.
Joliet, IL 60432

www.joliet.gov
815-724-4220

MINORITY EMPLOYMENT REQUIREMENTS:

For contracts valued greater than $100,000.00:

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

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

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

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

DEFINITION

Minority shall include:

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

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

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

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

For contracts valued less than or equal to $100,000.00:

The contract does not contain a specific minority employment requirement; however, the City of Joliet encourages the contractor to maximize the amount of minority participation.

CITY OF JOLIET
STATE OF ILLINOIS

PROPOSAL FORM

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

TO THE MAYOR AND CITY COUNCIL OF JOLIET, ILLINOIS:

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

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

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

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

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

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

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

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

8. The undersigned further agrees that if the owner decides to extend or shorten improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25) percent of the total money value of the original contract price or contract price corrected as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit price.

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

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

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

12. The undersigned further agrees to the scheduling put forth within the contract documents after the execution of the acceptance of the contract, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will ensure 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 as specified within the contract documents after execution of the contract, by both parties, unless additional time shall be granted by the Engineer in accordance with provisions of the specifications.

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

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

THE AMOUNT OF THE CHECK OR DRAFT IS ($_____

_____

If this proposal is accepted and the undersigned shall fail to execute a contract 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; otherwise said check or draft, shall be returned to the undersigned.

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

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

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

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

CITY OF JOLIET

2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM

SCHEDULE OF PRICES

(FOR MORE INFORMATION REGARDING THESE ITEMS SEE SPECIFICATIONS)

SEQ #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	COST
1	FOREMAN (REGULAR TIME)	126	HRS		
2	FOREMAN (1.5X OVERTIME)	18	HRS		
3	FOREMAN (2X OVERTIME)	18	HRS		
4	EQUIPMENT OPERATOR (REGULAR TIME)	168	HRS		
5	EQUIPMENT OPERATOR (1.5X OVERTIME)	24	HRS		
6	EQUIPMENT OPERATOR (2X OVERTIME)	24	HRS		
7	LABORER (REGULAR TIME)	224	HRS		
8	LABORER (1.5X OVERTIME)	32	HRS		
9	LABORER (2X OVERTIME)	32	HRS		
10	TRUCK DRIVER (REGULAR TIME)	168	HRS		
11	TRUCK DRIVER (1.5X OVERTIME)	24	HRS		
12	TRUCK DRIVER (2X OVERTIME)	24	HRS		
13	SKIDSTEER LOADER (MOBILIZATION ONLY)	6	EACH		
14	SKIDSTEER LOADER (EQUIPMENT ONLY)	18	HRS		
15	WHEEL LOADER (MOBILIZATION ONLY)	6	EACH		
16	WHEEL LOADER (EQUIPMENT ONLY)	48	HRS		
17	BACKHOE LOADER (MOBILIZATION ONLY)	4	EACH		
18	BACKHOE LOADER (EQUIPMENT ONLY)	32	HRS		
19	MINI EXCAVATOR (MOBILIZATION ONLY)	6	EACH		
20	MINI EXCAVATOR (EQUIPMENT ONLY)	48	HRS		
21	SMALL EXCAVATOR (MOBILIZATION ONLY)	4	EACH		
22	SMALL EXCAVATOR (EQUIPMENT ONLY)	32	HRS		
23	MEDIUM EXCAVATOR (MOBILIZATION ONLY)	10	EACH		
24	MEDIUM EXCAVATOR (EQUIPMENT ONLY)	80	HRS		
25	LARGE EXCAVATOR (MOBILIZATION ONLY)	2	EACH		

CITY OF JOLIET

2025 ON-CALL EXCAVATION AND UNDERGROUND UTILITY REPAIR PROGRAM

SCHEDULE OF PRICES **(Continued from Page 54)**

(FOR MORE INFORMATION REGARDING THESE ITEMS SEE SPECIFICATIONS)

SEQ #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	COST
26	LARGE EXCAVATOR (EQUIPMENT ONLY)	16	HRS		
27	HYDRO EXCAVATION TRUCK (EQUIPMENT ONLY)	16	HRS		
28	SIX-WHEEL DUMP TRUCK (EQUIPMENT ONLY)	48	HRS		
29	SEMI TRAILER DUMP TRUCK (EQUIPMENT ONLY)	168	HRS		
30	WALK BEHIND PAVEMENT SAW (EQUIPMENT ONLY)	10	HRS		
31	TRAFFIC CONTROL BARRICADES & SIGNS - BASIC	5	DAY		
32	TRAFFIC CONTROL BARRICADES & SIGNS – CITY ARTERIAL ROADWAY	8	DAY		
33	TRAFFIC CONTROL BARRICADES & SIGNS – STATE HIGHWAY	5	DAY		
34	ARROW BOARD	15	DAY		
35	EXCAVATION SHORING UP TO 8’ DEPTH (MOBILIZATION ONLY)	8	EACH		
36	EXCAVATION SHORING UP TO 8’ DEPTH	8	DAY		
37	EXCAVATION SHORING UP TO 8’ TO 14’ DEPTH (MOBILIZATION ONLY)	8	EACH		
38	EXCAVATION SHORING UP TO 8’ TO 14’ DEPTH	8	DAY		
39	EXCAVATION SHORING UP TO 15’ TO 24’ DEPTH (MOBILIZATION ONLY)	2	EACH		
40	EXCAVATION SHORING UP TO 15’ TO 24’ DEPTH	2	DAY		
41	ALLOWANCE: SPECIAL MATERIALS, EQUIPMENT RENTAL, & SUBCONTRACTED WORK	**1.00**	**LS**	**$30,000.00**	**$30,000.00**

BIDDER’S PROPOSAL IN TOTAL: _____

SUBMITTED BY:

Name of the Company: _____

By: _____ _____

Signature of the person authorized to sign bid — Date

_____

Title

_____ _____

Email — Phone

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

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER_____(SEAL)

BUSINESS ADDRESS_____

_____

****

(IF A CO-PARTNERSHIP)

FIRM NAME_____(SEAL)

SIGNED BY_____(SEAL)

BUSINESS ADDRESS_____

_____

Insert Names and Addresses of All Members of the firm_____

****

(IF A CORPORATION)

CORPORATE NAME_____

SIGNED BY_____
President

BUSINESS ADDRESS_____

_____

(CORPORATE SEAL)

PRESIDENT_____

Insert Names of Officers

SECRETARY_____

TREASURER_____

ATTEST:_____
Secretary

CONTRACT SPECIFICATION - DEVIATIONS AND SUBSTITUTIONS

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

All deviations or substitutions must meet or exceed the specifications.

SUBMITTED BY:

_____
Print Name of Company

BY:_____
Signature of person authorized to sign bid

TITLE_____

ADDRESS_____

_____

E-MAIL ADDRESS:_____

PHONE (_____)_____

DATE_____

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

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

_____
Name

_____
Principal place of business

_____
Address

_____
City, State, Zip Code

The Bidder is a:

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

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name _____

Address _____

_____

City, State, Zip _____

The officers of the corporation are:

_____ _____
President *Secretary*

_____ _____
Vice President *Treasurer*

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

Limited Liability Company

The state of registration is: _____

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

Name _____

Address _____
City State Zip

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

Address _____

City State Zip _____

The managers and members of the Limited Liability Company are:

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

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

Sole Proprietorship

The address of the sole proprietor is:

_____
Address

_____
City, State

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

_____ _____

BID RIGGING AND BID ROTATING

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

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

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

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

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

E. All statements contained in such bid are true;

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

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

Section 2a

NON-COLLUSION

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

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

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

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

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

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

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

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

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

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

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5. The undersigned will publish a statement:

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

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

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

1. Abide by the terms of the statement; and

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

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

1. The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

TAX COMPLIANCE

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

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

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this contract, the contractor agrees:

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

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

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

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

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

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

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

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

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

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process

available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

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

THE AMERICANS WITH DISABILITIES ACT

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

Signed by:_____
[name]

_____
[title]

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

By: _____
Notary Public

-seal-

STOP*

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

_____ 1. BID SECURITY

_____ 2. BIDDING SCHEDULE

_____ 3. BID PROPOSAL, DULY SIGNED

_____ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

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

***(FOR CONSTRUCTION CONTRACTS ONLY)**

AGREEMENT

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

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

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

1) **Legal Notice to Bidders**
2) **Instruction to Bidders**
3) **General and Special Conditions**
4) **Specifications and Drawing**
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 _____.

CITY OF JOLIET,
an Illinois Municipal Corporation,

By:_____
Beth Beatty
City Manager

Attest:_____
Lauren O'Hara
City Clerk

Approved as to form:

_____
Todd Lenzie
Interim Corporation Counsel

Print name of Contractor_____

By:_____

Print Name: _____

Title: _____

_____
Allison Swisher
Director of Public Utilities