

CITY OF JOLIET, IL

Request for Sealed Bid:
City Council Chambers Audio Visual System Upgrade
Contract # 2721-0623



DUE DATE: 10:00 A.M. ON THURSDAY, MAY 25, 2023

**CITY CLERK'S OFFICE
THE CITY OF JOLIET
150 W. JEFFERSON
JOLIET, IL 60432-4158**

All communications related to this RFQ must be in writing and directed to the following contact:
purchasing@joliet.gov. The deadline to submit questions via email is 4:30 p.m. on Tuesday,
May 23, 2023.

Questions will be answered in the form of an addendum and posted on the City of Joliet's
website at www.joliet.gov.

**DEPARTMENT OF FINANCE
PURCHASING DIVISION
MELISSA L. LOPEZ
PURCHASING/CONTRACTS ADMINISTRATOR
PHONE: 815/724-3925
FAX: 815/724-3929**



Prospective Contractors:

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

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

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

ALL QUOTES 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 QUOTE OPENING. EACH QUOTE SHALL BE ADDRESSED TO THE CITY CLERK AND SHALL BEAR ON THE FACE OF THE ENVELOPE THE NAME OF THE CONTRACTOR, AND A STATEMENT THAT IT IS A SEALED BID, TO BE OPENED FOR THE CONTRACT CONSIDERED, AT THE DATE AND HOUR SET FORTH FOR BID OPENING.

THE CONTRACTOR 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 MELISSA L. LOPEZ, CONTRACT ADMINISTRATOR AT purchasing@joliet.gov OR (815) 724-3929 FAX.

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

THANK YOU FOR BIDDING.

MAYOR
Bob O'Dekirk

CITY MANAGER
James V. Capparelli

COUNCILPERSONS
Joe Clement
Bettye Gavin
Cesar Guerrero
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Sherri Reardon

PURCHASING/CONTRACTS
ADMINISTRATOR
Melissa L. Lopez

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT FOR PROPOSALS

**CITY COUNCIL CHAMBERS AUDIO-VISUAL SYSTEM UPGRADE
RFQ 2721-0623**

The City of Joliet, Illinois does hereby invite sealed qualifications for **CITY COUNCIL CHAMBERS AUDIO-VISUAL SYSTEM UPGRADE**.

Qualifications will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432, until **10:00 A.M.** local time on Thursday, **May 25, 2023**

The qualification opening for this project will be at City Hall, 150 W. Jefferson St., Joliet, IL 60432. Results will be posted as usual on the City's website and emails will be sent out to individuals who have subscribed to the RSS feed.

It is preferred that you mail your qualifications. They should be addressed as follows:

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

If you do choose to hand deliver your qualifications, they are to be hand delivered to the East or West side City Hall, 150 W. Jefferson St., Joliet, IL 60432 and marked clearly on the outside of the package with the SEALED RFQ NUMBER AND NAME OF THE PROJECT, DATE AND TIME OF THE OPENING, NAME AND ADDRESS AND PHONE NUMBER OF YOUR COMPANY on the outside of the package. All other doors will be locked. If dropping off in person, qualifications must be dropped off during business hours only between 8 a.m. and 4:30 p.m.

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

<https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals>.

All Qualification Document holders should sign up for RSS feeds at:

<https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals/labor-and-services>

and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at:

<https://www.joliet.gov/government/departments/finance/purchasing/bids-proposals>.

The city will require an on-site visit prior to all submittals. Qualifications will only be accepted for those who have conducted an on-site visit. On site visits will take place on May 4, 2023 and May 9, 2023. Contact Amanda Dite at 815-724-3945 or adite@joliet.gov to schedule a visit.

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

All questions concerning this request, or the request Documents shall be submitted in writing to Purchasing/Contracts Administrator Melissa L. Lopez at mlopez@joliet.gov by 10 a.m. on Tuesday, May 23, 2023. Questions submitted after Tuesday May 23, 2022, at 10 a.m. will not be answered or acknowledged.

The City of Joliet has a local qualified bidder ordinance that would apply to this contract. The successful proposer shall provide Performance Security and Certificate of Insurance as specified in the Contract Documents.

The City of Joliet reserves the right to reject any and all qualifications, parts of any and all qualifications or to waive technical errors or omissions in submitted qualifications. No submitted qualification may be withdrawn until a period of one-hundred and twenty (120) days after the RFQ opening date, without written consent of the City of Joliet.

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

Hard copy proposal document fee: \$50.00, Electronic download is free.

JAMES V. CAPPARELLI
City Manager

MELISSA L. LOPEZ
Purchasing/Contract Administrator

Please publish in the Joliet Labor Record on April 13, 2023, and provide a Certificate of Publication.

QUOTE FORM

To: City of Joliet

Project: City Council Chambers Audio Visual System Upgrade
Contract # 2721-0623

Date: 6/8/2023

Submitted by: Tyson Howard AVDG

(Full name and address) AVDG 1640 W. Hubbard St., #200 Chicago, IL
60622

1.1 OFFER

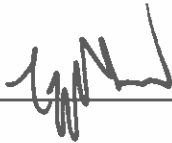
Having examined the Place of The Work and all matters referred to in the Project Documents, we the undersigned hereby provide a quote to perform the Work for the Sum of:

\$ 304,158.28
in lawful money of the United States of America.

1.2 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty (60) days from the submission closing date.
- B. If this offer is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
 2. Furnish the required insurance within seven (7) days of receipt of Notice of Award in the form described in Supplementary Conditions.

1.3 QUOTE FORM SIGNATURES



Contact Person for Bidder's Company Tyson Howard

Phone Number 260 415 1406

FAX Number _____

E-Mail Address tyson.howard@avdg.com

END OF DOCUMENT

AGREEMENT

AVDG THIS AGREEMENT, is made and entered into this 8th day of June, 2023, by and between AVDG (hereinafter called the "Contractor") having a principal place of business located at 1640 W. Hubbard #200 Chicago, IL 60622 and the City of Joliet, a municipal corporation (hereinafter called the "Owner" or the "City").

RECITALS

WHEREAS, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work necessary for the proper completion of the work for the Old Joliet Prison Exterior Illumination; and the City agrees to pay for the work as set forth in the Contract Documents.

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

- 1) Request for Quote (00 11 16)
- 2) Quote Form (00 41 13)
- 3) General Conditions (01 00 00)
- 4) Appendix A – Certifications/Attachments
- 5) Appendix B – Prevailing Wages
- 6) Appendix C – Local Bidders

IN WITNESS WHEREOF, *the Owner and the Contractor have executed this Agreement as of the date hereinabove first stated.*

The City of Joliet, Illinois

BY: _____
James V. Capparelli
City Manager

DATE: _____

ATTEST: _____

Christa Desiderio
City Clerk

APPROVED AS TO FORM:

Sabrina Spano, Corporation Counsel

Contractor

AVDG

Print Name of Contractor

BY: Tyson Howard

Tyson Howard
Print Name

DATE: 6/8/2023

TITLE: Commercial Account Manager

PROJECT OVERVIEW

1.1 RELATED DOCUMENTS

1.2 SUMMARY

- A. As Audio-Video Systems Integrator for this Project, you will be preparing Specifications covering the Work associated with your design. This will be part of a single Contract Documents Package and should be coordinated relative to the general format and content. The City of Joliet shall receive an electronic copy of each Specification Section.
- B. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
1. Design build, purchase, installation, and integration of listed equipment.
 2. Equipment will be a mix of Owner Furnished Equipment (OFE) and new purchases.
 3. Demonstration of operation of systems, subsystems, and equipment.
 4. Manufacture recommended equipment commissioning and training.
 5. System training to staff.
 6. Equipment training to staff.
 7. Provide tentative commissioning and training based on project schedule.
 8. Provide optional cost for initial event support after project completion.
- C. Use published specifications standards listed below.
1. American National Safety Institute (ANSI)
 2. American Society of Testing and Material (ASTM)
 3. Electronics Industrial Association (EIA)
 4. Federal Communication Association (FCC)
 5. National Electrical Manufacture Association (NEMA)
 6. National Electrical Code (NEC)
 7. Underwriter Laboratories (UL)
 8. Occupational Safety and Health Administration (OSHA)
- D. Scope of Work – Joliet City Council Chambers – AUDIO UPGRADE

Design build: Install, integrate, commission, train on listed Owner Furnished Equipment (OFE) and new purchased equipment as listed herewith in.

1. Design, install and program new audio digital signal processor (DSP) to replace to current Shure audio mixers. The new DSP is to serve as the new audio mixer for the entire city council chamber upgrade. Pull and terminate any audio cabling needed for proper signal path.
2. Design and install new wired, wireless, and ceiling microphones at every position listed (Excel document), pull and terminate any audio cabling needed from microphone and wireless receiver location to new audio digital signal processor (DSP).
3. Design and install new zoned ceiling speakers throughout the council chambers, pull and terminate any audio cabling needed from ceiling speaker location to new audio amplifiers from newly designed audio mixes from digital signal processor (DSP).
4. Design, integrate and install audio signal path from new Crestron router to digital signal processor (DSP) and vice versa for all content audio to be shared for presentation, recording and distribution purposes. Pull and terminate any audio cabling needed for proper signal path.

5. Design, integrate and install audio signal path from new digital signal processor (DSP) to the recording mixes of the following destinations: Granicus (see document provided), audio recording backup, Joliet Community Television, in-house television feeds, video conferencing feeds, executive conference room and press feeds. Each feed is to have its own selectable audio mixer control and audio monitoring capabilities both with visual audio metering and speaker confidence. Pull and terminate any audio cabling needed for proper signal path.
6. Full integration needed to Joliet City Council Executive Conference Room. (See Scope of Work Section F)
7. Full integration needed to Joliet Community Television. (See Scope of Work Section H)

E. Scope of Work – Joliet City Council Chambers – VIDEO UPGRADE

Design build: Install, integrate, commission, train on listed Owner Furnished Equipment (OFE) and new purchased equipment as listed herewith in.

1. Design, install and program new Crestron video router (TBD) to replace the original to system, pull and terminate any video or CAT 6 cabling needed from transmitter and receivers to new Crestron router. Program as necessary to accommodate several “meeting modes”.
2. Work with IT staff to integrate (OFE) PC computer sources (4K) as inputs and outputs to the new router.
3. Design, install and program new soft codec video conferencing system. Joliet’s primary software is Microsoft Teams, but the system needs to handle all current PC software. Video camera routing to the away destination needs to be part of Crestron control system. Video cameras are currently controlled by Joliet Community Television. Integration will be handled as alternate scope of work.
4. Replace and add new monitor locations throughout the council chambers. Each Dias position will receive a new larger 4K monitor. Monitors are currently used as an in-house switched program feed from Joliet Community Television and/or presentation material as decided by the city clerk. The new added monitors primary use will be used to show “guests” from away locations when the meeting is in “hybrid” mode. The two existing (OFE) projectors are considered a monitor destination. All monitor locations need to be routable.
5. Design, integrate and install video signal path from the new router to the recording mixes of the following destinations: Granicus (see document provided), Joliet Community Television, in-house television feeds, video conferencing feeds, executive conference room and press feeds. Each feed is to have its own discrete router output and have monitoring capabilities. Pull and terminate any video cabling needed for proper signal path.
6. Full integration needed to Joliet City Council Executive Conference Room. (See Scope of Work Section F)
7. Full integration needed to Joliet Community Television. (See Scope of Work Section H)

F. Scope of Work – Joliet City Council Executive Conference Room – AUDIO/VIDEO UPGRADE

Design build: Install, integrate, commission, train on listed Owner Furnished Equipment (OFE) and new purchased equipment as listed herewith in.

1. Design and install new wired, wireless, and ceiling microphones at every position listed (Excel document), pull and terminate any audio cabling needed from microphone and wireless receiver location to new audio digital signal processor (DSP).
2. Design and install new zoned ceiling speakers throughout the executive conference room, pull and terminate any audio cabling needed from ceiling speaker location to new audio amplifiers from newly designed audio mixes from digital signal processor (DSP).
3. Design, integrate and install audio signal path from new Crestron router to digital signal processor (DSP) and vice versa for all content audio to be shared for presentation, recording and distribution purposes. Pull and terminate any audio cabling needed for proper signal path.
4. Design, integrate and install audio signal path from new digital signal processor (DSP) and Crestron video router to the recording mixes of the following destinations: Granicus (see document provided), audio recording backup, Joliet Community Television, in-house television feeds, video conferencing feeds, executive conference room and press feeds. Each feed is to have its own selectable audio mixer control and audio monitoring capabilities both with visual audio metering and speaker confidence. Pull and terminate any audio video cabling needed for proper signal path.
5. Work with IT staff to integrate (OFE) PC computer sources (4K) as inputs and outputs to the new router.
6. Design, install and program new soft codec video conferencing system. Joliet's primary software is Microsoft Teams, but the system needs to handle all current PC software. Video camera routing to the away destination needs to be part of Crestron control system.
7. Add 2 robotic video cameras for soft codec video conferencing system. Program as needed.
8. Add new monitor locations in the executive conference room. Monitors are currently used as an in-house switched program feed from Joliet Community Television and/or presentation material as decided by the city clerk. The new added monitors primary use will be used to show "guests" from away locations when the meeting is in "hybrid" mode or having a private meeting. The existing (OFE) projector is considered a monitor destination. All monitor locations need to be routable.
9. This executive conference room needs to act stand-alone during a normal meeting and need to be combined to the city council chamber as needed.

G. Scope of Work – Joliet City Council Chambers and Joliet City Council Executive Conference Room – PROGRAMMING CONTROL SYSTEM

Design build: Install, integrate, commission, train on listed Owner Furnished Equipment (OFE) and new purchased equipment as listed herewith in.

1. Program new video router as needed for all video routing throughout the facility. Program various preset modes to accommodate various meeting settings.
2. Program new audio digital signal processor (DSP) as needed for all audio mixing throughout the facility. Program various preset modes to accommodate various meeting settings.
3. Program 2 new robotic cameras for executive conference room.
4. Program 5 (OFE) Panasonic robotic cameras currently controlled by Joliet Community Television.
5. Add new control panels for Mayor, City Clerk, executive conference room, Joliet Community Television.

6. Add soft panel for IT.
7. Add remote capability for IT staff troubleshooting.
8. City of Joliet MUST retain all programming to make changes in the future.

H. Scope of Work – Joliet Community Television – AUDIO/VIDEO UPGRADE

Design build: Install, integrate, commission, train on listed Owner Furnished Equipment (OFE) and new purchased equipment as listed herewith in.

1. Add new Video 8 Input Switcher with control surface – Tricaster, pull and terminate any audio cabling needed.
2. Add new Video Router - Smart Videohub 12G 40x40, pull and terminate any audio cabling needed.
3. Add 5 new Panasonic Robotic Video Cameras with Controller (NDI License), pull, and terminate any audio cabling needed.
4. Add new 4K monitoring for 2 Multiviews for Tricaster, pull and terminate any audio cabling needed.
5. Add new Streaming hardware for YouTube/Facebook – (Blackmagic 4K Webprenters or AJA Helo Plus), pull and terminate any audio cabling needed.
6. Replace all HD Rackmount Monitoring with Blackmagic SmartView 4K, pull and terminate any audio cabling needed.
7. Add New 4K Recorders to replace HD.

I. Scope of Work – Joliet City Council Chambers – Electronic Voting System

Design build: Install, integrate, commission, train on listed new purchased equipment as listed herewith in.

1. The Joliet City Clerk would like the AV Integrator to research an electronic voting system to automate the roll call on any given action items during each city council meeting or subcommittee meetings.
2. There is a preferential request to research a “touch screen” system that would sit in front of every council person. Currently the monitor at this location is showing the presentations that are projected on the video projectors and monitors throughout the council chambers. (How would this monitor change views from presentation to the voting system? Who would control this change?) A significant change in design would be needed if this is a dual-purpose monitor.
3. Alternate systems could also be researched instead of a “touch screen” solution. An alternate handheld device could be used. See following:
4. <https://www.meridiaars.com/e-voting-system-in-town-and-city-council-meetings/>
5. <https://www.optiontechnologies.com/city-council-voting-software>

6. Review with the City of Joliet to make recommendations.

J. Scope of Work – Joliet City Council Chambers – Television/New Lighting Options

Design build: Install, integrate, commission, train on listed new purchased equipment as listed herewith in.

1. The Joliet City Council would like the AV Integrator to review the current lighting in the council chambers. The lighting consists of halogen can track lighting that is harsh and warm to the council members. The request is to change to LED lighting. The current lighting is not being used and turned to other locations other than the council members making the area for the camera shots very dark.
2. Controllable Soft TV lighting is a possibility.
3. Controllable Soft LED tracking lighting is a possibility.
4. Review with the City of Joliet to make recommendations, and work with electrical contractor if additional power is required.

1.3 PERFORMANCE REQUIREMENTS

- A. The Project Specification will be based on MasterFormat04™, and three-part Section Format™, from The Construction Specifications Institute (CSI). References used to assign information to sections and for formatting the specification text are the following:
 1. CSI Project Resource Manual, Fifth Edition, 2005.
 2. CSI MasterFormat™, Master List of Section Titles and Numbers, 2004 Edition.
 3. CSI Section Format™, A Recommended Format for Construction Specification Sections, 1992 Edition.
- B. Division 01, General Requirements: The final Drawing notes and Specifications should not repeat or conflict with Division 01, General Requirements. Sections can amplify on the requirements stated in Division 01, but make clear that the amplification is "in addition to the requirements of Division 01, General Requirements..."
- C. Specification Language: Specifications should always address the "Contractor" (capitalized) rather than subcontractors. The Contractor executes the Agreement with the Owner to construct the Project. Responsibility for construction of the total Project remains with the Contractor regardless of how the work is divided among the subcontractors and suppliers.

1.4 COORDINATION

- A. The entire set of Contract Documents including, but not limited to, specifications, drawings, and schedules are complementary. What is said in one is as if said in all. There is no order of precedence. AIA A201 requires bidders and contractors to notify the Architect if a conflict is observed between documents.
- B. To minimize conflicts, a thorough review of the specifications is required to ensure coordination with the information presented on the Drawings. Specification language, such as "as indicated on the Drawings," is used to define aspects of the design that are more efficiently presented graphically. If the subject will not be presented graphically, make sure that the specification doesn't refer to it.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

2.2 MATERIALS

- A. Product Selection: As products and manufacturers are identified for the Project, specific requirements are necessary to ensure proper specifying of the product.
 - 1. Include as much of the following information as is known:
 - a. Manufacturer's Proper Name
 - b. Product Name/Model Number
 - c. Color/Finish
 - d. Style/Special Requirements
 - e. Other acceptable suppliers and manufacturers, especially for publicly built projects.

2.3 ELECTRONIC COPIES

- A. The City of Joliet will not send modifiable electronic files of specification sections for review or record, in-house or to others. Files created in Adobe Acrobat, PDF files, will be sent.

PART 3 - EXECUTION

3.1 SUBMITTALS

- A. Consultant/Integrator Specifications:
 - 1. The city will require an on-site visit prior to all submittals. Qualifications will only be accepted for those who have conducted an on-site visit. On site visits will take place on May 4, 2023 and May 9, 2023. Contact Amanda Dite at 815-724-3945 or adite@joliet.gov to schedule a visit.
 - 2. Provide two physical copies of your submittal.
 - 3. Provide two electronic copies on a USB drive.

3.2 ADDENDA

- A. Addendums will be posted on the City of Joliet's website:

<https://www.joliet.gov/government/departments/purchasint/bids-proposals>.

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

All questions concerning this request, or the request documents shall be submitted in writing to mlopez@joliet.gov by 4:30 p.m. on Tuesday, May 23, 2023, questions submitted after that time will not be answered or acknowledged.

GENERAL CONDITIONS

1.0 GENERALLY

1.1 DEFINITIONS:

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

- (a) "City" – City of Joliet
- (b) "City Representative" – That person authorized, or entity authorized by the City to act, give, or receive information and direct the project in the City's behalf within the scope of the contract terms, in this contract:

AMANDA DITE, APPLICATION SUPPORT ANALYST

- (c) "Contract Documents" – Includes Notice to Bidders, Instruction to Bidders, General Conditions, Proposal (only to the extent they do not limit or modify other contract documents), Special Conditions, Specifications, Addenda, Drawings and Contract.
- (d) "Contractor" – The person, firm, or corporation to whom the contract is awarded by the Owner and who is subject to the terms thereof.
- (e) "Subcontractor" – A person, firm, or corporation, other than a contractor supplying labor and materials or labor for work at the site of the project.
- (f) "Project" – The entire public improvements proposed by the Owner to be constructed in part or in whole pursuant to the contract.
- (g) "Owner" – City of Joliet, Illinois
- (h) "Surety" – Any person, firm or corporation that has executed as Surety, the contractor's performance bond securing the performance of the contract.
- (i) "Work" – The construction or installation required or reasonably inferred by the contract documents, including all labor, materials, and equipment.

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

1.2 INTENT OF THE CONTRACT DOCUMENTS:

The contract documents are complimentary, and what is called for by anyone shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor and materials, equipment, transportation, and all other expenses as may be necessary for the proper execution of the work. If certain contract documents appear to be in conflict, the Contractor shall promptly bring these provisions to the attention of the City and the City shall determine the applicable provision.

1.3 PATENTS:

- (a) The contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the

performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

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

1.4 PERMITS AND REGULATIONS:

- (a) Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license and easements for permanent structures or permanent changes in existing facilities shall be secured and paid by the Owner, unless otherwise specified.
- (b) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified.

1.5 SUBCONTRACTS – NOTIFICATION:

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

1.6 ASSIGNMENT:

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

1.7 NOTICE:

Where in any of the Contract Documents there is any provision with respect to the giving of any notice, such notices shall be deemed to have been given, as to the City, when written notice shall have been delivered personally to the City Clerk, or shall have been placed in the United States mails, postage fully prepaid, addressed to the City Manager of the City of Joliet, 150 West Jefferson Street, Joliet, Illinois; as to the Contractor when written notice shall have been delivered to any officer of the Contractor or when a written notice shall have been placed in the United States mails, postage prepaid, addressed to the Contractor, at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the Surety on the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety or to its agent who executed such Performance Bond on behalf of such Surety.

2.0 TIME:

2.1 PROGRESS SCHEDULE:

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

2.2 BEGINNING WORK:

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

2.3 COMPLETION OF WORK:

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

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

2.4 DELAYS:

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

2.5 PROGRESS REPORTS:

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

2.6 LIQUIDATED DAMAGES FOR DELAY:

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, and the City and the public will suffer damage from delay in the completion of this contract, the Contractor and his sureties shall be liable for and shall pay to the City of Joliet, Illinois the sum of Twenty-five Dollars (\$25.00) as fixed, agreed and liquidated damages for each calendar day of unjustified deviation from the date specified in the proposal for completion.

3.0 PLANS, SPECIFICATIONS AND DRAWINGS:

3.1 CONFORMITY:

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

3.2 AVAILABILITY AT SITE:

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

3.3 CONSISTENCY:

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

3.4 FIGURED DIMENSIONS TO GOVERN:

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

3.5 FAMILIARITY WITH SITE, PLANS, SPECIFICATIONS AND DRAWINGS:

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

3.6 ERRORS/AND OMISSIONS:

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

3.7 STANDARD SPECIFICATIONS:

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

4.0 ACTUAL PERFORMANCE:

4.1 SUPERINTENDENCE:

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

4.2 EMPLOYEES:

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

4.3 CONTRACTOR COOPERATION:

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

4.4 MATERIALS AND WORKMANSHIP – QUALITY:

- (a) **Materials:** Unless otherwise specifically called for in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract shall be new and of the best grade. When called for by the City, the Contractor shall at no cost furnish to the City for approval full information concerning the materials, equipment, or articles to be incorporated in the work, including reasonable samples or test results when customary.
- (b) **Workmanship:** All work performed shall be performed and accomplished in a first class and workmanlike manner to the satisfaction of the City and in accordance with the best practice and standards recognized in the field.

4.5 MATERIALS AND WORKMANSHIP – GUARANTEE:

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

4.6 COMPLIANCE WITH LAW, NOTICES, PERMITS:

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

4.7 WORKING HOURS:

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

4.8 USE OF SITE:

- (1) The Contractor shall confine his equipment, storage of materials, and operations to the limits prescribed by ordinances or permits, or as may be directed by the City, and shall not unreasonably encumber the site.
- (2) The Contractor shall comply with all reasonable instructions of the City, and the ordinances and codes of the City.

4.9 EXISTING MATERIALS:

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

4.10 CLEANING UP:

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

4.11 STARTING IN OPERATIONS:

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

5.0 SAFETY AND PROTECTION

5.1 PROTECTION OF WORK:

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

5.2 CARE OF EXISTING PROPERTY:

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

5.3 ACCIDENT PREVENTION:

The Contractor shall exercise all reasonable precaution at all times for the protection of all persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. Final payment or inspection shall not be deemed a waiver of contractor's responsibility. The safety provisions of applicable law and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws or such other generally recognized accident prevention manual as is applicable in the trade.

5.4 OSHA:

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

5.5 SPECIAL REQUIREMENTS:

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

6.0 SUB-CONTRACTORS

6.1 NO CONTRACTUAL RELATIONSHIP:

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

6.2 APPLICABILITY OF CONTRACT DOCUMENTS:

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

6.3 RESPONSIBILITY OF CONTRACTOR:

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

It shall be the Contractor's duty and responsibility to ascertain and execute the means, methods, and sequence of construction in accordance with the plans, specifications, and other contract documents. This shall include, but shall not be limited to, the exclusive duty and responsibility to provide for workplace safety and worker supervision. It shall exclusively be the Contractor's duty and responsibility to investigate and ascertain the current physical state and operational status of the City's water supply system and the City's sanitary sewer system, including whether a water main or other vessel is operational, contains water, is pressurized or is otherwise safe to alter. Any information provided by the City, or its employees and consultants, regarding the state of its water supply and sanitary sewer systems is provided as a courtesy to the Contractor but is not warranted to be true and may not be relied on by the Contractor in satisfaction of, or to diminish, its exclusive duty to ascertain and execute the means, methods and sequence of construction in accordance with the plans, specifications and other contract documents and its exclusive responsibility to provide for workplace safety and worker supervision.

6.4 INSURANCE

- 1) The successful bidder in all construction and demolition contracts shall submit, with other required contract documents, a certificate of insurance, issued by an insurance company licensed to do business in Illinois, indicating the bidder as the insured and naming the City of Joliet (and its officers and employees) as additional insured with right of notice of cancellation for the duration of the contract in at least the following amounts:
 - a) General Liability Insurance – One Million Dollars (\$1,000,000) general liability insurance covering injuries, deaths, and property damage.
 - b) Workers Compensation Insurance – amount required by Illinois law.
- 2) The successful bidder shall require the same amounts and coverages as in sub-section (1) from all subcontractors.
- 3) The minimum amount of insurance may be modified and other insurance- related terms and conditions may be required in specific contracts as the Mayor and City Council may deem appropriate.

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

7.0 INSPECTION; CORRECTION

7.1 ACCESS; NOTICE:

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

7.2 REJECTION:

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

7.3 INSPECTION AFTER COMPLETION:

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

7.4 NO WAIVER BY INSPECTION:

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

7.5 DECISION OF CITY:

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

8.0 INSURANCE AND BONDS

8.1 CONTRACTOR'S INSURANCE:

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

- (a) Statutory Liability Insurance: Workman's Compensation and Occupational Disease, with statutory limits as prescribed by the State of Illinois and Employer's Liability Insurance with a limit of not less than \$250,000.00 for all damages or bodily injury from one or more claims arising from each accident or occupational disease.
- (b) Comprehensive Liability Insurance: This coverage shall be in the form of Comprehensive Liability Insurance which shall include protection against liability assumed in this contract and shall include protection against liability included in (1) and (2) following:
 - (1) Operation and Premises: Liability on account of:
 - (a) Bodily injury to or death of persons or on account of damage to or destruction of property, resulting from execution of work provided for in this contract; or due or arising in any manner from any omission or any act or negligence of the Contractor or any Sub-contractor and their respective employees or agents, including damage to adjacent property.
 - (b) Bodily injury to or death of Contractor or any Sub-contractor or any of their respective employees or agents, due to the condition or state or repair of the premises or other property of the City, upon, about, or in connection with which any work incidental to the executive of this contract is performed.
 - (c) Destruction or damage to personal or real property including but not limited to destruction or damage to the property of the City, destruction or damage to the property, homes, or

contents of the homes where the work is performed, and destruction or damage to the property of non-parties to this contract.

- (2) Contractor's Protective Liability: Liability for acts or omissions of any sub- contractors, the Contractor may employ.
- (3) Limited of Coverage: Policies for Comprehensive General Liability Insurance under subparagraphs (1) and (2) above shall be written in the following limits of liability:
 - (a) Bodily injury, including death resulting therefrom \$500,000.00 for any one person injured or killed, and \$1,000,000.00 for any one accident or occurrence where more than one person is injured or killed.
 - (b) Property damage of not less than \$200,000.00 as a result of any one accident or occurrence subject to an aggregate limit of not less than \$200,000.00.
 - (c) Proof of Insurance: Before commencing work, the Contractor shall submit his Statutory Liability Insurance and Comprehensive Public Liability Insurance Policies or Certificates of Insurance to the City for review and approval. He shall similarly submit his sub-contractor's policies of similar insurance before each commences work. Such insurance will be carried with financially responsible insurance companies licensed in the State of Illinois and shall be kept in force until the Contractor's work is accepted by the City. Contracts of insurance shall be for the duration of the contract.
 - (d) City as Additional Insured: All policies of insurance required shall contain an endorsement showing the City as an additional insured under said policies.

8.2 PERFORMANCE BOND: LABOR AND MATERIAL PAYMENT BOND:

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

The City reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Payment Bond issued by a surety authorized to do business in Illinois and having a current A.M. Best financial strength rating of not less than "A-". The bonds shall be filed within ten (10) calendar days of acceptance of the bidder's proposal by the City. The bonds, unless otherwise specified by the Purchasing Manager, shall be 100% of the total contract price. The form of all bonds shall be subject to the approval of the Corporation Counsel of the City.

9.0 ADDITIONAL PERFORMANCE SECURITY

9.1 BID BOND:

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.

9.2 RISK OF LOSS:

The City assumes no responsibility for the existence or condition of surface or subsurface structures, property, or conditions in the project area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment or contract price or allowance for any change in conditions or unknown conditions shall be made.

9.3 HOLD HARMLESS:

Contractor shall indemnify and save harmless the City and owners of the properties where the work is performed (hereinafter "Owners:") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City and Owners from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workmen's Compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection of the performance of this contract, including operations of sub-contractors and acts of omissions of employees or agents of Contractor or his sub-contractors. The City shall have the right to estimate the amount of such claims, demands, suits, actions, or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract, as may be considered necessary by the City, shall be retained by the City until such claims, demands, suits, actions or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the City. Insurance coverage specified in these general specifications constitutes the minimum requirements and said requirements shall not lessen or limit liability of Contractor under the terms of the contract. Contractor shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgement, may be necessary for his proper protection in the prosecution of the work.

9.4 TERMINATION:

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

9.5 CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS /MAKE APPLICATION THEREOF

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

- (1) For claims arising in and from the performance of the work on the project under this contract.
- (2) For defective work not remedied.
- (3) For failure of the Contractor or sub-contractors to make proper payments to his sub-contractors and suppliers. The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor; and such payments shall be considered as payment made under the contract. The City shall not be liable to the Contractor for any such payment made in good faith.

10.0 CHANGE ORDERS

10.1 CHANGE ORDER/DEFINED:

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

10.2 AUTHORITY TO BIND CITY:

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

- (a) The City Manager or his designee is hereby empowered to execute the following Change Orders:
 - (1) Change Orders which do not alter the scope or cost of the project.
 - (2) Change Orders which result in a reduction in cost, but do not alter the scope or quality of the project.
- (b) The City Manager or his designee is empowered to execute the following Change Orders without prior approval by the City Council, provided, however, he shall report such Change Orders to the City Council within two (2) weeks of such execution:
 - (1) Change Orders which result from emergency situations, defined as:
 - (a) Any clear and present danger or hazard to health, safety, or welfare, or.
 - (b) A condition which would require the cessation of work on the project, if not immediately executed.
 - (2) Change Orders which result in an additional project cost, if the accrued costs of all Change Orders to date does not exceed the lesser of \$5,000.00 or ten percent (10%) of the original cost.
 - (a) All Change Orders not included in (a) or (b) above shall be effective only after prior approval by a majority of the Council holding offices. If such approval is given, the City Manager is hereby authorized to execute the Change Orders.

10.3 METHOD:

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from, the work. The contract sum shall be adjusted by the unit prices contained in the contract or if unit prices are not contained therein, by written agreement of the Contractor and the City. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted as the time of ordering such change. No changes in the work shall be effective except with the prior written consent of the City, except that verbal Change Orders may be authorized in emergency situations as defined herein.

10.4 WAIVER:

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

11.0 PAYMENTS

11.1 APPLICATION FOR PARTIAL PAYMENTS: WAIVERS:

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

11.2 PAYMENT OF EMPLOYEES: PREVAILING WAGE RATES:

The Contractor, and its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the City shall constitute the Contractor's certification to the City that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the City, the Contractor, and its subcontractors, shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et. seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

It is the responsibility of the contractor to check the above-mentioned website for the most up to date wages for that month in which the work has taken place and to pay accordingly. Further, it is the responsibility of the contractor to supply the City of Joliet with certified payrolls for all work related to this contract. If you are unsure as to what a certified payroll sheet is that must be supplied, you may find one at the above-mentioned website.

11.3 PARTIAL PAYMENTS BY THE CITY:

No later than forty-five (45) days following the submission of the application for payment, the City shall pay to the Contractor for the amount of the work contained in the application which has been found by the City to have been actually performed less ten percent (10%) of such amount which shall be retained until final payment less other deductions authorized to be retained by other sections of these General Conditions.

11.4 FINAL PAYMENT:

After final inspection by the City, the Contractor shall prepare his application for Final Payment and submit it to the City for approval. The application for Final Payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized Change Orders. Such application shall have attached thereto final lien waivers or the equivalent for all labor and materials incorporated into the work from all persons having supplied labor and materials under this contract. The City shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the City finds to be due and owing less deductions authorized by these General Conditions.

11.5 NO WAIVERS:

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

12.0 ADDITIONAL REQUIREMENTS:

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.

APPENDIX A: 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"

Attachment A

CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME

DBA
AT

AVDG, LLC

AVDG

1640 W. HUBBARD ST., Apt./Suite H
CHICAGO, IL 60622

PRINTED ON:
01/27/2021

LICENSE NO.:

CODE

FEE

LICENSE,

2771089

4404

\$****250.00

Regulated Business License

Includes: Home Repair;

MANAGER: TIM MARTIN

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 26 DAY OF JANUARY, 2021

EXPIRATION DATE

February 15, 2023

ATTEST



ACCOUNT NO. 472944

SITE MAYOR 1

CITY CLERK

TRANS NO

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES



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"

1/1

Attachment B

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AVDG LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1640 W HUBBARD

6 City, state, and ZIP code
CHICAGO, IL 60622

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] []

OR
Employer identification number
8 2 - 3 5 5 4 4 4 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Samela Newma* Date ▶ 1/2/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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"

Handwritten signature or initials in black ink, consisting of a stylized 'A' followed by a vertical line and a diagonal stroke.

Attachment C



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
05/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED AVDG LLC; GC Business Solutions, Inc. PO Box 5111 Thousand Oaks CA 91359-5111 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company NAIC # 11150	
	INSURER B: Arch Indemnity Insurance Company 30830	
	INSURER C: Allied World National Assurance Company 10690	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570099439757 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			11GPP1018601 SIR applies per policy terms & conditions	05/15/2023	05/15/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$2500 Coll. Deductible <input checked="" type="checkbox"/> \$2500 Comp. Deduct			11CAB1018601 Business Auto (AOS) 11CAB1018801 Business Auto (MA)	05/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			11UFP1018901	05/15/2023	05/15/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	14WCT1018801	05/15/2023	05/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Environmental Contractors and Prof			03111368 Professional Liab SIR applies per policy terms & conditions	05/15/2023	05/15/2024	Each Occurrence \$2,000,000 Aggregate Limit \$2,000,000

Certificate No : 570099439757

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability policy contains conditions for Separation of Insureds and provisions for Contractual Liability and Cross Liability coverage. Certificate Holder is included as Additional Insured on General Liability policy, as required per written contract and where allowed by policy terms and conditions.

CERTIFICATE HOLDER AVDG LLC GC Business Solutions, Inc. PO Box 5111 Thousand Oaks CA 91359-5111 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>
--	--

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.

Handwritten initials in black ink, appearing to be 'JK' or similar, written above a horizontal line.

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"

1/1


N/A

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

Attachment G

Subcontractor List

Union Subcontractor

TITAN Technologies
1050 Spring Lake Drive | Itasca, IL 60143

Voting System Subcontractor

Option Technologies
4303 Vineland Road, Suite F2
Orlando, FL 32811

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(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 I 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.

Handwritten initials in black ink, appearing to be 'AB' or similar, written above a horizontal line.

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.

Handwritten initials in black ink, appearing to be 'EV', written over a horizontal line.

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.

Handwritten initials in black ink, appearing to be 'M' and 'W'.

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

APPENDIX B: 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/>

For current Prevailing Wage Rates, go to State of Illinois Website and click on the following link and scroll down to WILL COUNTY and KENDALL COUNTY and click on one or both of those depending on which County your project is taking place in. You will then see the most current rates which apply to your contract:

Current Prevailing Wage Rates.

If you cannot access or have difficulty retrieving the prevailing wage information, contact Purchasing at purchasing@joliet.gov or call 815-724-3925 and we will send you the relevant prevailing wage information.

END OF
DOCUMENT



APPENDIX C: LOCAL BIDDER

MA

This contract is eligible for the local bidder preference ordinance.

If you have read all of the documentation, filled out the form found online at <https://www.joliet.gov/government/departments/finance/purchasing/prequalification-process>, have been prequalified by the City of Joliet as a Local Bidder and wish to be qualified as a local bidder for this contract, please sign this sheet. For more information about local bidder ordinance please go to this link regarding section 2-444 (b) that defines local bidder:

https://library.municode.com/il/joliet/codes/code_of_ordinances?no-deld=COOR_CH2AD_ARTXIIIACDIPEPRSE_DIV2PUBIPR_S2-444AWCOLOREBIFADELOREBI

VENDOR NAME _____

VENDOR ADDRESS _____

CITY, STREET, ZIP _____

CONTACT PERSON _____

SIGNATURE _____

PHONE

EMAIL ADDRESS

Complete this form ONLY if you already submitted the CITY OF JOLIET LOCAL BIDDER APPLICATION FORM from the above website AND have been approved as a local bidder.

Also, please note, there may be other prequalifications that apply to this contract, like Capital Development Board or City of Joliet Financial Prequalification. Please review what is due and note this does not take the place of any of those documents. Any questions, please contact Purchasing at (815) 724-3925.

END OF DOCUMENT



June 8, 2023

AVDG LLC
1640 W Hubbard
Chicago, IL 60622

Re: CITY OF JOLIET
Project: City Council Chambers Audio Visual System Upgrade
Contract # 2721-0623
Estimated Contract Price: \$ 304,158.28
Bid Date: 6/8/2023
Surety: INTACT FINANCIAL CORPORATION

Dear :

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Bart Siepierski
Record #2915494

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes No

AIA® Document A310™ – 2010

Bid Bond

Bond No. 800156500

CONTRACTOR:

(Name, legal status and address)

AVDG LLC
1640 W Hubbard
Chicago, IL 60622

SURETY:

(Name, legal status and principal place of business)

ATLANTIC SPECIALTY INSURANCE COMPANY
605 Highway 169 North
Plymouth, MN 55441

OWNER:

(Name, legal status and address)

CITY OF JOLIET

CITY CLERK'S OFFICE, 150 W. JEFFERSON, Joliet, IL 60432-4158

BOND AMOUNT: Ten Percent of Amount bid
(10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

City Council Chambers Audio Visual System Upgrade
Contract # 2721-0623

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of June, 2023

_____	AVDG LLC	_____
<i>(Witness)</i>	<i>(Principal)</i>	<i>(Seal)</i>
_____	_____	_____
<i>(Witness)</i>	<i>(Title)</i>	<i>(Seal)</i>
Karolina Zawadzka	ATLANTIC SPECIALTY INSURANCE COMPANY	_____
_____	<i>(Surety)</i>	<i>(Seal)</i>
_____	<i>(Title)</i>	Bartłomiej Siewierski, Attorney in Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Aerie Walton, Barbara Pannier, Bartlomiej Siepierski, Christina L. Sandoval, Christopher P. Troha, Corinne Chapman, Dartonya Wright, Derek J. Elston, Jean Torres, Jennifer Williams, Judith A. Lucky-Eftimov, Kristin L. Hannigan, Nicholas Kertesz, Nicholas Pantazis, Rachel Fore, Richard Casas, Roger Paraison, Salena Wood, Samantha Chierici, Sandra M. Winsted, Susan A. Welsh, Tara A Reimer**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

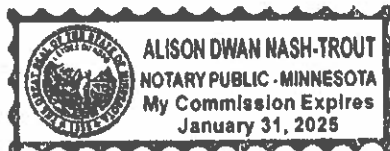
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of June, 2023

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary