

PROPOSAL SUBMITTED BY:

<u>J+S Construction Sewer & Water Inc.</u>		
Contractor's Name		
<u>136 Kirkland CR.</u>		<u>760</u>
Street		P.O. Box
<u>OSwego</u>	<u>IL</u>	<u>60543</u>
City	State	Zip Code



CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

Bilter Road SFR Demolition

**Located in
AURORA, ILLINOIS**

July 2020

Bid Number 20-37

PREPARED BY
CITY OF AURORA
Engineering Division
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

REVISED SCHEDULE OF PRICES (Page 1 of 2)

Bilter Road SFR Demolition

Base Bid:

Please provide costs for each of the following lump sum items:

Address	Demolition of Structures (Lump Sum)	Pavement Removal (Lump Sum)	Subtotal at each Address
1951*	\$9906	N/A	\$9906
1971	\$10,003	N/A	\$10003
1981	\$9906	N/A	\$9906
1995	\$11995	\$1250-	\$13245
2025	\$11039	N/A	\$11039
2055	\$10,099	\$1250-	\$11349
2091	\$10825	N/A	\$10825
2115	\$10749	\$1000-	\$11749
2145	\$10,825	\$1000-	\$11825

Items Ordered by Engineer

\$10,000

Total Cost

\$109,847

*Excluding barn set back approximately 400 feet south of Bilter Road

Please note that while the City does not intend to separate this contract into multiple awards (the lowest qualified bidder will receive the lone contract for this project), the City reserves the right to award or exclude from the award, any individual line item for which costs are requested in the Schedule of Prices to be presented with this bid.


REVISED SCHEDULE OF PRICES (Page 2 of 2)

Bilter Road SFR Demolition

Bid Alternates

Please provide costs for each of the following lump sum items:

Address	Site Cleanup (Lump Sum)	Septic and Well Disconnection And Abandonment (Lump Sum)
1951*	\$1100	\$2160
1971	\$4566	\$2160
1981	0	\$2160
1995	\$2903	\$2160
2025	0	\$2160
2055	\$2335	\$2160
2091	0	\$2160
2115	0	\$2160
2145	0	\$2160
Total for all locations	\$10904	\$19440

Task	Credit
Credit to Reduce Insurance Requirements to \$1M/\$2M	

*The "site" for 1951 is only the parcel with the house and garage, and does include site cleanup of the parcel with the barn set back approximately 400 feet south of Bilter Road.

REVISED SCHEDULE OF PRICES (Page 1 of 2)

Bilter Road SFR Demolition

Base Bid:

Please provide costs for each of the following lump sum items:

Address	Demolition of Structures (Lump Sum)	Pavement Removal (Lump Sum)	Subtotal at each Address
1951*		N/A	
1971		N/A	
1981		N/A	
1995			
2025		N/A	
2055			
2091		N/A	
2115			
2145			

Items Ordered by Engineer

\$10,000

Total Cost

See Addendum #2

*Excluding barn set back approximately 400 feet south of Bilter Road

Please note that while the City does not intend to separate this contract into multiple awards (the lowest qualified bidder will receive the lone contract for this project), the City reserves the right to award or exclude from the award, any individual line item for which costs are requested in the Schedule of Prices to be presented with this bid.

REVISED SCHEDULE OF PRICES (Page 2 of 2)

Bilter Road SFR Demolition

Bid Alternates

Please provide costs for each of the following lump sum items:

Address	Site Cleanup (Lump Sum)
1951*	
1971	
1981	
1995	
2025	
2055	
2091	
2115	
2145	

Total for "Site Cleanup" at all locations

0 See Addendum #2

Task	Credit
Credit to Reduce Insurance Requirements to \$1M/\$2M	

*The "site" for 1951 is only the parcel with the house and garage, and does include site cleanup of the parcel with the barn set back approximately 400 feet south of Bilter Road.

SCHEDULE OF PRICES

Biliter Road SFR Demolition

Base Bid:

Please provide costs for each of the following lump sum items:

Address	Demolition of Structures (Lump Sum)	Pavement Removal (Lump Sum)	Subtotal at each Address
1951*		N/A	
1971		N/A	
1981		N/A	
1995			
2025		N/A	
2055			
2091		N/A	
2115			
2145			

* SEE Addendum #2
for pricing

Items Ordered by Engineer

\$10,000

Total Cost

*Excluding barn set back approximately 400 feet south of Biliter Road

Please note that while the City does not intend to separate this contract into multiple awards (the lowest qualified bidder will receive the lone contract for this project), the City reserves the right to award or exclude from the award, any individual line item for which costs are requested in the Schedule of Prices to be presented with this bid.



**Illinois Department
of Transportation**

PROPOSAL

**Local Agency
Proposal Bid Bond**

RETURN WITH BID

Route Various
County Kane
Local Agency City of Aurora
Section _____

PAPER BID BOND

WE J&S Construction Sewer & Water Inc. as PRINCIPAL.
and Ohio Casualty Insurance Company as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 29 day of July

Principal

J&S Construction Sewer & Water Inc.
(Company Name)
By: [Signature]
(Signature and Title)

By: _____

(Company Name)

(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

By: _____

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS

COUNTY OF Kendall

I, Bonnie Williams, a Notary Public in and for said county, Kendall
do hereby certify that Jim Wilhelm

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this

29th day of July 2020
[Signature]

My commission expires

6/24/22

(Notary Public)

OFFICIAL SEAL
BONNIE WILLIAMS
Notary Public - State of Illinois
Commission Expires 6/24/2022

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed). The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

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Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J & S Construction Sewer and Water, Inc.

136 Kirkland Circle
Oswego, IL 60543

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

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

OWNER:

(Name, legal status and address)

City of Aurora

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

44 East Downer Place
Aurora, IL 60507

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

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

Demolition of nine residential homes and debris disposal

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 29th day of July, 2020.


(Witness)

J & S Construction Sewer and Water, Inc.

(Principal)

(Title)


President

(Seal)

The Ohio Casualty Insurance Company

(Surety)

(Title) Erica Thomas - Attorney in Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: J & S Construction Sewer and Water, Inc.

Agency Name: USI Insurance Services LLC

Bond Number: BID-0004938

Obligee: City of Aurora

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Erica Thomas in the city and state of Moline, IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: *David M. Carey*

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 29th day of July, 2020.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

RFB – Bilter Road SFR Demolition (Bid 20-37)

ADDENDUM NO. 1

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: July 24, 2020

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS. THIS SIGNED FORM MUST BE RETURNED WITH THE BID.

Please incorporate the following revisions to the above referenced RFB:

1. This Addendum does not change the due date for submittal of bids. Sealed bids for the improvement described below will still be received at the City's Purchasing Division Office, 44 E. Downer Place, Aurora, IL 60507 until 2:00 P.M., July 29, 2020.
2. The original RFB included an outdated version of the City's Local Bidder Preference. The updated, applicable version of this is as follows:

O18-070, amended by O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

3. SP A.11 of the RFB states "The City will coordinate the disconnection of all utilities including water, sewer, electrical, and gas. All such required disconnections will be completed prior to commencement of the demolition services included in this contract." Despite the fact that each of these properties are outside of City limits and therefore have septic systems and wells (no City sewer or water), it is still the City's intention to self-perform the disconnection and abandonment of these and all utilities. However, in order to determine if self-performance is in fact the most cost effective approach, the City is asking for unit pricing to disconnect and abandon the septic system and well at each location in accordance with Illinois Department of Public Health and all other applicable guidelines and requirements. These unit rates will be submitted as Bid Alternates on the Revised Schedule of Prices which is included with this Addendum and shall be submitted in-lieu of the Schedule of Prices included with the original RFB.
4. As stated in the RFB, since the City of Aurora owns all of the properties and structures to be demolished and the time required at each location is expected to be relatively brief, the City will

Biliter Road SFR Demolition
ADDENDUM NO. 1
PAGE 2 of 3

not require construction fencing unless the contractor deems it necessary to protect the site and equipment. Additionally, the City anticipates immediately covering any exposed dirt areas (under slab on grade, driveways) with crushed concrete, making silt fence not necessary.

5. The City will consider reducing the bodily injury (each) and property damage (aggregate) liability insurance requirements for this project from \$3.5M/\$7M to \$1M/\$2M if the cost savings to the City justifies the reduction. This potential credit should be presented as a bid alternate on the Revised Schedule of Prices included with this Addendum and to be submitted in-lieu of the original Schedule of Prices included with the RFB. If the City elects to reduce this requirement for the contractor selected, the credit offered will be subtracted from the total base bid price. The base bid price provided on the Revised Schedule of Prices should reflect the cost of furnishing insurance with the limits indicated in the RFB (\$3.5M/\$7M).
6. SP G.3 of the RFB states "Basement walls shall be cut off and removed to a depth of one foot below grade". This should be clarified to read "Basement walls shall be cut off and removed to a *minimum* depth of one foot below grade".
7. As stated in the RFB, no backfilling of basements will be required, as this will be performed by the City immediately after demolition is completed and the contractor has demobilized. All building materials, including the top 1+ foot of foundation walls, shall be removed and disposed of off-site. Onsite crushing of concrete may be performed at the contractor's discretion and expense.
8. Contractors will be permitted to walk construction equipment directly to the next adjacent property and are not required to go back out the driveway onto Biliter Road after completion of demolition at each property. The contractor will not be responsible for landscaping restoration resulting from cutting across yards, but is asked to minimize the damage caused by the equipment.
9. SP G.1 of the RFB states "Items...which do not require removal to facilitate the demolition of the house, garage, or ancillary structures are not required to be removed." While this will still be the case as it applies to the scope of services included in the base bid, the Revised Schedule of Prices included with this Addendum now includes lump sum bid alternates for "Site Cleanup" at each location. This item shall include the removal of all materials including, but not limited to, machinery parts, automobiles, farm implements, building materials, debris, and fencing, which are not included in the base bid scope for each parcel in its entirety. If the City elects to award this alternate, the expectation will be that outside of the building and driveway areas, only vegetative materials (grass, weeds, trees, etc.) shall remain across each parcel, in its entirety, upon completion of the contract.
10. As these properties were only recently purchased by the City, there are no drawings, plans, or surveys other than the Asbestos/Lead survey which specified the required abatement activities to be completed prior to demolition. No additional evaluations have been performed on any containers/materials which were left in the houses and garages ((roofing, driveway sealer, waterproofing, antifreeze, paint, mineral spirits, etc.). Proper off-site disposal of these (and all)

Bilter Road SFR Demolition
ADDENDUM NO. 1
PAGE 3 of 3

materials, which may include, will be the responsibility of the contractor and shall be included in the lump sum costs for Demolition of Structures.

11. Also included with this Addendum is an Updated version of the "Bidder's Certification" form included with the RFB. This version, which includes updated information regarding the "Illinois Preference Act", shall be submitted in-lieu of the original version contained in the original RFB.

Sincerely,



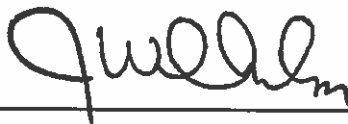
Ian Wade, P.E.
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT iwade@aurora-il.org IMMEDIATELY UPON RECIEPT.

COMPANY
NAME

J+J Construction Sewer & Water Inc.

SIGNATURE OF COMPANY
REPRESENTATIVE



RFB – Bilter Road SFR Demolition (Bid 20-37)

ADDENDUM NO. 2

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: July 27, 2020

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS. THIS SIGNED FORM MUST BE RETURNED WITH THE BID.

Please incorporate the following revisions to the above referenced RFB:

1. This Addendum does not change the due date for submittal of bids. Sealed bids for the improvement described below will still be received at the City's Purchasing Division Office, 44 E. Downer Place, Aurora, IL 60507 until 2:00 P.M., July 29, 2020.
2. The previously published Addendum 1 stated that the City is asking for unit pricing to disconnect and abandon the septic system and well at each location in accordance with Illinois Department of Public Health and all other applicable guidelines and requirements. However, the Revised Schedule of Prices included with Addendum 1 errantly did not include the column under Bid Alternates which requested this pricing.

The Revised Schedule of Prices, which is included with this Addendum and includes all requested bid alternates, shall be submitted in-lieu of the both the original Schedule of Prices included with the original RFB and the Revised version included with Addendum 1.

Sincerely,



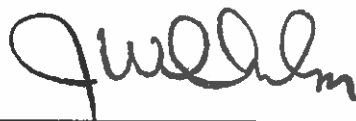
Ian Wade, P.E.
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT iwade@aurora-il.org IMMEDIATELY UPON RECIEPT.

COMPANY
NAME

J & S Construction Sewer & Water Inc.

SIGNATURE OF COMPANY
REPRESENTATIVE



TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of J & S Construction
for the improvement known as the Bid Number 20-37, Bilter Road SFR Demolition, located in Aurora, IL.
2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

The undersigned further agrees to execute a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work as stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ ~~0~~
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.

20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name J+S Construction Sewer + Water Inc

Signed By [Signature]

President

Business Address 136 Kirkland Cr. Po box 760

Oswego FL 34454

President Jim Wilhelm

Secretary NONE

Treasurer NONE

Attest

[Signature]

Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054 (file 18-0493): An Ordinance of the City of Aurora, Illinois, Ascertaining the Prevailing Wage Rate of Wages for Laborers, Mechanics, and other Workers Employed in Public Works Projects.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.

- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME J+5 Construction

ADDRESS 136 Kirtland Cr. PO Box 760

CITY/STATE/ZIP CODE OSwego IL 60543

NAME OF CORPORATE/COMPANY OFFICIAL Jim Wilhelm

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 7/29/20

Subscribed and Sworn to

TELEPHONE (630) 585-8000

Before me this 29th day

FAX No. (630) 585-8006

of July 2020

[Signature]
Notary Public

OFFICIAL SEAL
BONNIE WILLIAMS
Notary Public - State of Illinois
My Commission Expires 6/24/2022

UPDATED BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States ☒ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME Jfs Construction Sewer & Water Inc.
ADDRESS 136 Kirkland Cr. PO Box 760
CITY/STATE/ZIP CODE OSwego IL 60543
NAME OF CORPORATE/COMPANY OFFICIAL Jim Wellhelm
TITLE President PLEASE TYPE OR PRINT CLEARLY
AUTHORIZED OFFICIAL SIGNATURE [Signature]
DATE 7/29/20 Subscribed and Sworn to
TELEPHONE (630) 585-8000

Before me this 29th day

of July 2020

Notary Public



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

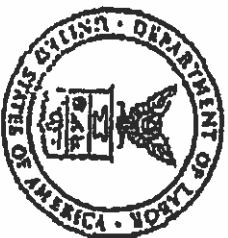
- VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.

Bidder: JLS Construction
Address: 136 Kirklander. Pobox 760
Osageo #1 60543

By: Jim Wilhelm
(Signature)
Title: President
Jim Wilhelm

The United States Department of Labor



Bureau of Apprenticeship and Training

Certificate of Registration

*Chicago and Laborers' Training & Apprenticeship Program
For the Trade of Construction Craft Laborer*

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

11A017-0602

Registration No.

DOT # 869-463-580

John W. Allen

Secretary of Labor

Anthony Savage
Assistant Secretary of Apprenticeship and Training

DOT School OK-1

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainsfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

November 6, 2002

DLA

92 008780173

Registration No.



R. J. Chad

Secretary of Labor

Anthony S. ...

Assistant Secretary for Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Joint Council No. 25 Training Fund

For the Trade of Construction Driver

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

June 28, 2005

Date

IL015050004

Registration No.



A. J. Chao
Secretary of Labor

Anthony S. ...
Assistant Secretary, Training, Employer and Labor Services

STATE OF ILLINOIS)

County of Kane)

ss.

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 29 day of July, 2020.

By



(Signature of Bidder's Executing Officer)

Jim Wilhelm

(Print name of Bidder's Executing Officer)

President

(Title)

ATTEST/WITNESS:

By



Title

Administrative Assistant

Subscribed and sworn to before me this

29th day of July, 2020.



Notary Public

(SEAL)



Bilster Road SFR Demolition
Bid Number 20-37

REFERENCES

(Please Type)

Organization City of Aurora IL
Address 44 E. Downer Pl
City, State, Zip Aurora IL 60505
Phone Number _____
Contact Person Mark Anderson - (Aurora Police Station)
Date of Project 2011

Organization Arco Murray
Address 3110 Woodcreek Dr
City, State, Zip Downers Grove IL 60515
Phone Number 331-775-4188
Contact Person Dave Christal
Date of Project May 2020

Organization Inland Real Estate
Address 2901 Butterfield Rd.
City, State, Zip Oak Brook IL 60523
Phone Number 630-768-1122
Contact Person Tom Ness
Date of Project 2017

Bidder's Name HS Construction
Signature & Date [Signature] 7/29/20

J & S Construction Sewer and Water

SEXUAL HARASSMENT POLICY

The company is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct which may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this company and, in some cases, an individual to substantial civil penalties.

The company's policy on sexual harassment is part of its overall affirmative action efforts pursuant to federal and state laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability and gender. Specifically, sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act.

Each employee of this company must refrain from sexual harassment in the workplace. No employee - male or female - should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors and managers to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of this company, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.

J & S Construction Sewer and Water SEXUAL HARASSMENT POLICY

DEFINITION OF SEXUAL HARASSMENT

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances, requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991.

One example of sexual harassment is a case where a qualified individual is denied employment opportunities and benefits after rejecting the supervisor's sexual advances or request(s) for sexual favors or the individual is terminated. Another example is when an individual is subjected to unwelcome sexual conduct by co-workers because of his or her gender which makes it difficult for the employee to perform his or her job.

Other conduct, which may constitute sexual harassment, includes:

- ☐ **Verbal:** Sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- ☐ **Non-Verbal:** Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- ☐ **Visual:** Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- ☐ **Physical:** Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act, or actual assault.
- ☐ **Textual/Electronic:** "Sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

While the most commonly recognized forms of sexual harassment involve the types of conduct described above, non-sexual conduct can also constitute a violation of the applicable laws

when that conduct is directed at the victim because of his or her gender (for example, a female employee who reports to work every day and finds her tools stolen, her work station filled with trash and her equipment disabled by her male co-workers because they resent having to work with a woman).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

For this reason, every manager, supervisor and employee must remember that seemingly "harmless" and subtle actions may lead to sexual harassment complaints. The use of terms such as "honey", "darling" and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. And while use of these terms by an individual with authority over a female employee will rarely constitute an adverse employment action, it may lead to the creation of a hostile work environment.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

"That's an attractive dress you have on."

"That's an attractive dress. It really looks good on you."

"That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach or to err on the side of caution.

Sexual harassment is unacceptable misconduct, which affects both genders. Sexual harassment will often involve a man's conduct directed at a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.

The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company policy or any applicable collective bargaining agreement, as appropriate.

RESPONSIBILITY OF SUPERVISORY PERSONNEL

Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct. It must be remembered that

supervisors are the first line of defense against sexual harassment. By setting the right example, a supervisor may discourage his or her employees from acting inappropriately. In addition, supervisors will often be the first to spot objectionable conduct or the first to receive a complaint about conduct which he or she did not observe.

The courts and the Illinois Human Rights Commission have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a contractor, customer, sales, representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline among employees, or on the supervisor, acting as an agent of the organization. It should be noted that recent United States Supreme Court cases involving sexual harassment claims against supervisors have made the employer's liability for supervisors' actions even stricter. Therefore, supervisors must understand that their adherence to this policy is vitally important; both with regard to their responsibility to maintain a work environment free of harassment and, even more importantly, with regard to their own individual conduct. The law continues to require employers to remain vigilant and effectively remedy sexually harassing conduct perpetrated by individual(s) on their coworkers. Supervisors must act quickly and responsibly not only to minimize their own liability but also that of the company.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with equal seriousness, report it, take prompt action to investigate it, implement appropriate disciplinary action, take all necessary steps to eliminate the harassment and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint.

Also, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Furthermore, managers/supervisors should remind employees, on a regular basis, that their incoming and outgoing electronic messages on employer owned/issued equipment are subject to monitoring and that employees have no expectation of privacy on employer owned/issued electronic equipment. Inform employees that if they are subjected to inappropriate electronic communications while at work or on employer-owned equipment, or even on their personal cell phones and computers, that they should contact their supervisor or Human Resources immediately. Advise managers, supervisors, and employees not to "friend" each other on social networks and to limit their electronic messages to relevant business matters. Investigate complaints on a case-by case basis and remind employees of the company's code of conduct and ethics rules if applicable.

PROCEDURES FOR FILING A COMPLAINT

An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, her/his supervisor and company contact:

It is not necessary for sexual harassment to be directed at the person making a complaint.

The following steps may also be taken: document or record each incident (what was said or done, the date, the time, and the place). Documentation can be strengthened by written records such as letters, notes, memos, and telephone messages.

All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the company. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

No one making a complaint will be retaliated against even if a complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Proper responses to conduct which is believed to be sexual harassment may include the following:

Electronic/Direct Communication. If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

Contact with Supervisory Personnel. At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or If the harasser is the immediate supervisor; the problem should be reported to the next level of supervision or

Bonnie Williams – bonniew@jnsconstruction.com

Formal Written Complaint. An employee may also report incidents of sexual harassment directly to

Corey Johnson – coreyj@jnsconstruction.com

will counsel the reporting employee and be available to assist with filing a formal complaint. The company will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.

Resolution Outside Company. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR

complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission, (IHRC) after IDHR has completed its investigation of the complaint. Where the employing entity has an effective sexual harassment policy in place and the complaining employee fails to take advantage of that policy and allow the employer an opportunity to address the problem, such an employee may, in certain cases, lose the right to further pursue the claim against the employer.

ADMINISTRATIVE CONTACTS

- Illinois Department of Human Rights (IDHR)
Chicago: 312-814-6200 or 800-662-3942
Chicago TTY: 866-740-3953
Springfield: 217-785-5100
Springfield TTY: 866-740-3953
Marion: 618-993-7463
Marion TTY: 866-740-3953
- Illinois Human Rights Commission (IHRC)
Chicago: 312-814-6269
Chicago TTY: 312-814-4760
Springfield: 217-785-4350
Springfield TTY: 217-557-1500
- United States Equal Employment Opportunity Commission (EEOC)
Chicago: 800-669-4000
Chicago TTY: 800-869-8001

An employee, who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges, such as assault or battery.

FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

STATE OF ILLINOIS

DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Allocation, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice from subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

**J & S Construction Sewer and Water
136 Kirkland Circle Oswego, IL 60543**



**Jim Wilhelm
President**