



## **CITY OF ST. CHARLES**

### **BIDDING REQUIREMENTS, CONTRACT FORMS, CONTRACT CONDITIONS AND SPECIFICATIONS**

**for**

### **Kirk Road Electric Duct Crossing**

**PREPARED BY:**

**City of St. Charles  
Municipal Electric Utility  
2 E. Main St  
St. Charles IL, 60174**

**July 19, 2016**

**I hereby certify that these documents were prepared under my direct supervision.**

---

**Thomas Bruhl, P.E.  
Illinois Licensed Professional Engineer No. 062-056611  
Expires November 30, 2017**

A handwritten signature in black ink, appearing to read "Thomas Bruhl", is written over a horizontal line.

# Kirk Road Electric Duct Crossing

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IEPA FORM LPC-662 OR LPC-663 (CCDD)

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**SECTION 00030**  
**City of St. Charles**  
**Legal Notice**  
**Invitation for Bid**

Sealed bids will be received by the City of St. Charles at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois 60174 no later than **1:30 p.m., Friday, August 12, 2016** for the **Kirk Road Electric Duct Crossing**. All bids will be opened publicly and read aloud in the Council Chambers located at, Two East Main Street, St. Charles, IL 60174, at **1:30 p.m., Friday, August 12, 2016**.

**Important note on bid submittals: The hardcopy bid submittal must be in a sealed envelope, with “Kirk Road Electric Duct Crossing Sealed Bid Enclosed” written on the envelope, inside the mailing envelope. Bidders must have this sealed envelope inside the mailing envelope, such that it can be confirmed that the documents were not altered by whoever opens the mailing envelope. Bids received without being sealed within an envelope inside the mailing envelope will not be accepted!**

The proposed improvements include: installation of a custom, frame and pour in place, electric vault, concrete encased PVC conduit for electric and communication purposes, traffic control and protection measures, pavement restoration, landscape/sidewalk restoration, and miscellaneous other work as shown on the plans.

The pricing format will be lump sum with some unit costs noted. None of the quantities in the summary of unit costs are guaranteed. City reserves the right to increase or decrease unit costs as required to complete the work and address changes that arise. Unit costs would be used for scope increases and decreases as necessary.

City will procure required KDOT ROW permit, bidder should make themselves familiar with KDOT work requirements and include such into their bid.

Bidder shall find additional detailed notes and clarifications in the Special Provision Section below.

Any person, firm or corporation submitting a proposal shall have been in business a minimum of five years, and shall be fully experienced in all aspects of the project described above. The successful bidder must provide proof of this past experience to the City of St. Charles as part of their bid submittal. Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage of the State of Illinois, Kane County; 2) ~~10% Bid Security with the bid submittal in accordance with the Instructions to~~

Bidders; 3) ~~115% Performance and Payment Bond and~~; 4) Certificate of Insurance meeting the City's requirements;

Bid Documents and Proposal forms may be obtained at no charge at the City of St. Charles website at, <http://www.stcharlesil.gov/bids-proposals> after **Wednesday, July 20, 2016**. Addenda will be available to document holders via the website. It is the responsibility of the contractor to frequently check the City's website for any future addendums. Contractors will be required to submit all addendum acknowledgement forms with their bid submittal. All questions shall be directed to Mr. Thomas Bruhl, Electric Services Manager, at 630-377-4401 or at [tbruhl@stcharlesil.gov](mailto:tbruhl@stcharlesil.gov).

Pre-bid meeting:

~~Bidders are invited to attend a non-mandatory pre-bid meeting on XXXXX at 11:00 a.m. The pre-bid meeting will occur at the project site visit and include a review the scope of the project and to offer bidders an opportunity to present questions regarding the project.~~

The City expressly reserves the right to reject any or all bids or to accept the one that appears to be in the best interest of the City. The City expressly reserves the right to waive any informalities, discrepancies or technical irregularities in a bid if to do so is in the best interest of the City. The City reserves the right to defer the acceptance of any bid and the award of a Contract for a period not exceeding forty-five (45) days after the date of opening the bids. Prices quoted must be valid for a minimum of 75 days from the date of the bid opening.

The City reserves the right to require the low bidder to file proof of his ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement, list of equipment owned by bidder, backlog of jobs under a Contract only to a Bidder who furnishes satisfactory evidence that he has the ability, sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

The City of St. Charles does not discriminate in admission, access to, treatment, or employment in its programs and activities.

END OF SECTION

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

1. Defined Term.

Terms used in these Instructions to Bidders, which are defined in Section 00700 have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents.

2.1 Bid Documents and Proposal forms may be obtained from the City of St Charles Website ([www.stcharlesil.gov/bids-proposals](http://www.stcharlesil.gov/bids-proposals)).

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Bidder Qualifications.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit written evidence of the types set forth in the Special Provisions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, (c) become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, which

have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his/her Bid.
- 4.4 The lands, upon which the Work is to be performed, rights of way for access thereto and other lands designated for use by contractor in performing the Work are identified in the Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to Mr. Thomas Bruhl, Electric Services Manager, at 630-377-4401 or at [tbruhl@stcharlesil.gov](mailto:tbruhl@stcharlesil.gov). Replies will be issued by Addenda. Addenda will be available to document holders via the website. It is the responsibility of the Bidder to frequently check the City's website for any addendums. Bidders will be required to submit all addendum acknowledgement forms with their bid submittal. Questions received less than one week prior to the date for opening of Bids will not be answered. Only questions answered by a formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Bid Security – Intentionally Deleted

~~6.1 Bid Security shall be made payable to Owner, in an amount of TEN (10%) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.~~

~~6.2 The Bid Security of the Successful Bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the ninety fifth day~~

~~after the Bid opening. Bid Security of other Bidders will be returned within 60 days of the bid opening.~~

7. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

8. Prevailing Wage Rate

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Compiled Statutes Ch. 820, par. 130/31, et seq. and as amended by Public Acts 86-799 and 86-693 and our City of St. Charles Ordinance No. 2003-M-59, in effect at the time the work is performed.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than three years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

9. Liquidated Damages –

It is critical that this work be performed after summer electrical loads have fallen, but be substantially completed before KDOT snow operations are in effect. Minimizing the length of time that the existing electrical system is out of service is important to the City. The target date for starting the project is September 19, 2016, with completion before November 1, 2016. The City feels that five weeks is adequate to perform this work. If Bidder needs to include overtime work in order to meet the finish date, such should be included in their bid.

Should the Contractor fail to complete the work, including cleaning up, to the point of substantial completion and acceptance or final completion and acceptance of the work by the City of St. Charles within the time specified in the Contract Documents for the

Date of Substantial or Final Completion and agreed upon by the Contractors by accepting the Contract, or within such extra time as may be allowed in accordance with the Contract Documents, there shall be deducted from any monies due the contractor, or that may become due the Contractor, the sum of one thousand dollars (\$1,000) per calendar day for each and every calendar day, including Sundays and Holidays that the work remains incomplete. (Liquidated Damages in Accordance with Section 108.09 of the Standard Specifications).

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City of St Charles from the Contractor by reason of inconvenience to the public, added costs of supervision, and other items which may have caused an expenditure of funds resulting from his failure to complete the work within the time specified.

Permitting the Contractor to continue and finish the work, or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of St Charles of any of its rights under the Contract.

10. Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by contractor and consideration by Engineer is set forth in paragraphs 6.05 of the General Conditions which may be supplemented in the General Requirements.

11. Subcontractors, etc.

11.1 All Bidders' shall submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objections to any proposed Subcontractor, other person, or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person, or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

- 11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work plus a fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of award may only subcontract other portions of the Work with Owner's written consent.
- 11.3 No Contractor shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

12. Bid Form

- 12.1 The Bid form, consisting of the Schedule of Prices, is attached hereto; additional copies may be obtained from Engineer.
- 12.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 All names must be typed or printed below the signature.
- 12.6 The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Bid Form).
- 12.7 The address to which communications regarding the Bid are to be directed must be shown.

13. Submission of Bids

Bids shall be submitted at the time and place indicated in the "Notice To Bidders" and shall be included in an opaque sealed envelope, marked with the Project title, name and address of the Bidder and accompanied by ~~the Bid Security and~~ other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Bids received after the time specified in Section 00030 will be returned unopened. All bids submitted are binding for ninety (90) calendar days following the bid opening.

14. Modification and Withdrawal of Bids.

14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

15. Opening of Bids

Bids will be opened and read aloud publicly. An abstract of the amounts of the Base Bids and major alternates (if any) will be made available after the opening of Bids.

16. Bids to Remain Open

All Bids shall remain open for Seventy Five (75) days after the day of the bid opening. However, the Owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.

17. Award of Contract

17.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated product of a unit price times a quantity and the correct product will be resolved in favor of the correct product.

17.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

17.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identify of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating Costs, maintenance considerations, performance data, and guarantee of materials and equipment may also be considered by Owner.

- 17.4 Owner may conduct such investigations, as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 17.5 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to owner's satisfaction.
- 17.6 If the contract is to be awarded it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 17.7 Owner reserves the right to award all, part or none of the project based on bid results and budget considerations.

18. Performance and Other Bonds. – Intentionally Deleted

~~A performance bond and payment bond in the amount of 115% of the bid submitted is required within seven (7) calendar days of acceptance of the bidder's proposal by the City.~~

~~———— The performance bond and payment bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance bond and payment bond shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.~~

~~———— The performance bond and payment bond shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)~~

19. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within seven (7) days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within seven (7) days thereafter Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

20. General Guaranty

Contractor agrees to save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee, or owner. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois.

21. Assignment

Assignment of this contract or any part thereof, or any funds to be received thereunder by the contractor shall be subject to the approval of the City of St. Charles.

22. Equal Opportunity Employer

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity contractors as defined by all applicable State and Federal laws and regulations, including Public Act 87-1257 of the Illinois Human Rights Act.

23. Default

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. The City may make an award to the next low Bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices provided. The contractor shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the contractor to deliver materials or services within the times stipulated on this bid, unless extended in writing by the City Engineer or his representative, or any other material breach shall constitute contract default.

24. Survival

The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

25. Insurance

Detailed insurance requirements are included under Section 00650 and in Section II – Information to bidders.

The bidder shall secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City

before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACCORD 25-S form, with the cancellation clause revised and revisions initialed.

26. Completion Date of Project

The City requires the CONTRACTOR to complete all contract work to Substantial Completion on or before November 2016.

City reserves the right to pay unit costs that have been completed and cancel the remaining portion of the contract if CONTRACTOR is not complete by November 1, 2016.

Failure to comply with the deadline for the completion of the project within the specified dates shall result in the enforcement of liquidated damages in the amount of \$1,000.00 per day for each and every calendar day that these improvements remain incomplete for either Substantial or Final completion, in accordance with the Contract Documents and Section 108.05 and 108.09 of the Standard Specifications, along with all fees acquired for extended need for resident engineering services.

27. Maintenance Bond – Intentionally Deleted

~~The lowest responsible bidder is required to furnish a maintenance bond approved by the City in the amount equal to ten percent (10%) of the Contract Amount. This bond shall provide a guarantee against defective materials and workmanship in connection with said maintenance. The Principal agrees to make any and all repairs or replacements, which become necessary during the specified period of 12 months and commencing on the date of inspection and final approval of the work by the City of St Charles.~~

28. Working Hours

Normal working hours are from Monday thru Friday 7am- 7pm, Saturday 9am-5 pm, and no work on Sundays; however, this work is almost entirely in KDOT ROW and KDOT may require different, or allow additional, work hours.

29. Pre-bid meeting – None

Bidders must visit the site to familiarize themselves with the site.

END OF SECTION

## SECTION 00300

### PROPOSAL

**TO THE CITY OF ST. CHARLES, ILLINOIS (hereinafter called OWNER):**

Proposal of \_\_\_\_\_  
Name and Address of Bidder

\_\_\_\_\_ (Hereinafter called **BIDDER**) for the improvement, designated in Paragraphs 1-3 below, for:

The project consists of frame and pour in place electric manhole, concrete encased PVC pipe installation, existing manhole wall modification, manhole ground grid, pavement replacement, traffic control & protection, and gravel fill work, as shown in plans.

1. The plans for the proposed improvement are those prepared by Engineering Resource Associates and are being administered by THE CITY OF ST. CHARLES ENGINEERING OFFICE, Two East Main Street, St. Charles, Illinois 60174, which plans are designated as "**Kirk Road Electrical Duct Crossing**" and which cover the work described in the preceding paragraph above.
2. In submitting this Proposal, the BIDDER 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.
3. The BIDDER further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement, and Contract Bond, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The BIDDER further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the OWNER in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
5. The BIDDER agrees 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.
6. The BIDDER further agrees that, if the OWNER decides to extend or decrease the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more items, as provided in the specifications, he will perform the work as altered, increased, or decreased at the contract unit prices bid.

7. The BIDDER further agrees that the OWNER 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 in accordance with Article 10 of the General Conditions.
8. The BIDDER further agrees to execute a contract for this work and present the same to the OWNER within seven (7) days after the date of Notice of the Award of the CONTRACT to him.
- ~~9. The BIDDER further agrees that he and his surety will execute and present within seven (7) days after the date of Notice of the Award, Contract Performance and Payment Bonds satisfactory to and in the form prescribed by the OWNER, in the amount of 115% of the contract amount, guaranteeing the faithful performance and payment of the work in accordance with the terms of the contract.~~
10. The BIDDER further agrees to be ready to begin work not later than fourteen (14) days after receipt of the NOTICE TO PROCEED and after the execution and approval of the Contract and ~~Contract Bond~~, unless otherwise authorized or directed by the OWNER and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. **BIDDER further agrees to complete all contract work to Substantial Completion by November 1, 2016. Substantial Completion shall be defined as the construction / installation of all subgrade work, and pavement and curb replacement within the ROW. BIDDER further agrees to complete all contract work to Final Completion by June 1, 2017. Final Completion shall be defined as the completion of all pay items, including sidewalk and landscape restoration and the acceptance of all pay items by the City.** Additional time may be granted by OWNER in accordance with Article 12 of the General Conditions. 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 BIDDER agrees to pay OWNER ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages** for delay for each calendar day that expires after the date specified for each phase, which shall be considered and treated not as a penalty, but as damages due the OWNER resulting from the failure of the BIDDER to complete the work within the CONTRACT TIME.
- ~~11. Accompanying this Proposal is a bid bond, bank draft, cashier's check, or certified check, complying with the requirements of the Specifications, made payable to the City of St. Charles.~~

**The amount of the check or draft is \$ \_\_\_\_\_.**

- ~~12. If this proposal is accepted and the BIDDER shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check, or draft shall become the property of the OWNER and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said Contract and Contract Bond; otherwise said bond, check, or draft shall be returned to the BIDDER.~~

**~~ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S  
CHECK OR CERTIFIED CHECK HERE~~**

Bid Bond Not Required for this Project

13. The BIDDER 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, and that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm in signing this Proposal certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State Laws prohibiting bid-rigging or bid-rotating.

---

SEAL

**If an Individual**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

---

SEAL

**If a Co-Partnership**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Insert names and addresses

\_\_\_\_\_

of all members of the Firm

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

SEAL

**If a Corporation**

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_, President

Attested \_\_\_\_\_, Secretary

Business Address \_\_\_\_\_

\_\_\_\_\_

# SCHEDULE OF PRICES

DIVISION "A" – MANHOLE WORK				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
A-1	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SPECIAL (REMOVE AND REPLACE)	250	SQ FT	
A-2	MANHOLES, SPECIAL	1	EACH	

DIVISION "B" – OPEN CUT TRENCH CROSSING				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
B-1	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	40	FOOT	
B-2	CONCRETE MEDIAN REMOVAL AND REPLACEMENT	15	FOOT	
B-3	CONDUIT ENCASED, PVC	155	FOOT	
B-4	CONNECT TO EXISTING MH ON EAST SIDE OF KIRK	1	EACH	
B-5	CLASS B PATCH	110	SQ YD	
B-6	HOT-MIX ASPHALT SHOULDERS, 8"	24	SQ YD	
B-7	TRENCH BACKFILL	110	CU YD	
B-8	PAINT PAVEMENT MARKING – LINE 4"	50	FOOT	

DIVISION "C" – RESTORATION				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
C-1	RESTORATION, SPECIAL	180	SQ YD	

DIVISION "D" – TRAFFIC CONTROL & PROTECTION				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
D-1	TRAFFIC CONTROL AND PROTECTION	1	L SUM	

DIVISION "E" – OTHER – SPECIFIC UNIT COST CONTRACTOR WISHES TO DEFINE				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
E-1				
E-2				

DIVISION "F" – EROSION CONTROL				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
F-1	INLET FILTERS	3	EACH	

DIVISION "I" – MISCELLANEOUS				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
I-1	CONSTRUCTION LAYOUT	1	L SUM	
I-2	PRE-CONSTRUCTION VIDEO TAPING	1	L SUM	

**Notes:**

**Division A- A2 – Manhole, Special – all labor and material required to complete manhole, special is to be included in the “EA” price. Any adjacent pavement removal, excavation, and ground grid material and labor should be included in this unit cost.**

**Division A – A2 – Custom manhole unit cost shall include EJIW 1320, or approved equivalent, frame and cover, per drawing & estimated 6”concrete “collar” adjustment ring to bring cover to match existing grade.**

**Division B – B3 – Open Cut Trenching, concrete encasement of PVC, and any required galvanized or fiberglass elbows for any bends 22 degrees or over, shall be included in the unit cost per foot.**

**Division B – B4 – Connection to Existing MH, this shall include entering the manhole, considered a confined space, permit required, and saw cutting out the bottom (6) – 6” windows and replacing them with (4) – 8” openings. Mortar duct terminators in wall.**

**Quantities are provided as best engineering estimate, bidder is responsible for including all work to deliver duct bank and manhole work per the plans. Bidder can use Division E- Other for additional unit cost items that Bidder feels need to be defined.**

**Total LUMP SUM Bid for Kirk Road Electric Duct Crossing**

**\$ \_\_\_\_\_**

The following unit prices will be used to establish costs for the changes to the contract. Provide the following unit prices based on the plans, details and specifications.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1	LIGHTING UNIT REMOVAL AND REINSTALLTION	1	EACH	
2	UNDERCUTTING FOR UTILITIES	20	CU YD	
3	EXPLORATORY TRENCH, SPECIAL	10	CU YD	
4	CLEAN CONSTRUCTION OR DEMOLITION DEBRIS	30	CU YD	

## Exceptions Taken:

**SUPPLEMENTAL BID FORMS**

**CERTIFICATE OF COMPLIANCE OF THE  
ILLINOIS COMPILED STATUTES, CHAPTER 65, SECTION 11-42-1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_ (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42-1, **Illinois Compiled Statutes**.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF NON-DISQUALIFICATION  
UNDER IL. COMPILED STAT., CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

\_\_\_\_\_ (Contractor) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the **Illinois Compiled Statutes**.

\_\_\_\_\_  
Name of Contractor

By:

\_\_\_\_\_  
(print/type name)

\_\_\_\_\_  
Title

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Il. Compiled Stat., Ch. 720, Sec. 33E-11 (b).**

**CERTIFICATION OF COMPLIANCE WITH SAFETY STANDARDS**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that \_\_\_\_\_  
(Contractor) shall comply with all local, State, and Federal safety standards.

\_\_\_\_\_  
Name of Contractor  
By: \_\_\_\_\_  
\_\_\_\_\_  
(print/type name)  
\_\_\_\_\_  
Title

Subscribed and sworn

to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**CERTIFICATION OF COMPLIANCE WITH PUBLIC ACT 87-1257  
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that \_\_\_\_\_  
(Contractor) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
(print/type name)

\_\_\_\_\_  
Title

Subscribed and sworn

to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public



# CERTIFICATE OF NONDISCRIMINATION

This is to certify that this firm does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry.

The undersigned will take all necessary affirmative action as may be required by all applicable Federal, State and Local laws, ordinances, rules, regulations and orders to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex or national origin or ancestry.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**AFFIDAVIT OF EXPERIENCE**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )SS

\_\_\_\_\_ being duly sworn, that he is

\_\_\_\_\_, of \_\_\_\_\_  
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

Which has performed work of the general description and type identified in this contract for

\_\_\_\_\_ years and \_\_\_\_\_ months beginning in (year) \_\_\_\_\_

Has successfully completed work for the following entities of the general description and type identified in this contract:

<u>Name of Owner</u>	<u>Job Description/Location</u>	<u>\$ Amount</u>	<u>Completion Year</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

and that the contact information for each referenced project is as follows:

<u>Contact Person</u>	<u>Phone Number</u>	<u>FAX Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AFFIDAVIT OF CCDD LICENSED FILL SITE**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )SS

\_\_\_\_\_ being duly sworn, that he is

\_\_\_\_\_, of \_\_\_\_\_  
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

Certify that the Illinois Environmental Protection Agency Licensed Fill Site for CCDD material disposal for this project shall be:

<u>Name of Fill Site</u>	<u>Address</u>	<u>Phone Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SECTION 00500**  
**CONTRACT AGREEMENT**

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_ in the year 2016 by and between The City of St. Charles, Illinois

(hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The project consists of installation of a custom, frame & pour in place, electric vault, a (12) – 6” + (4) – 8” concrete encased PVC conduit crossing of Kirk Road, excavation and modification of an existing manhole to accept (12) – 6” and (4) – 8” ducts, traffic control and protection, pavement and landscape restoration, and miscellaneous other work as shown on the plans. Note that Contractor is responsible for all material.

Article 2. ENGINEER

The project was designed by Engineering Resource Associates, as an agent for the City of St. Charles Electric Engineering Office. The City of St. Charles Electric Engineering Office, 2 East Main Street, St. Charles, Illinois, who is hereinafter called ENGINEER, will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The work of the project will be Substantially Complete by November 1, 2016 and Final Complete and ready for final payment in accordance with paragraph 14.07 of the General Conditions by June 1, 2017.
- 3.2 Liquidated Damages. TIME IS OF THE ESSENCE FOR THIS WORK. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER may suffer financial loss, and be exposed to substantial reliability risk, if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of

requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER ONE THOUSAND DOLLARS (\$1,000.00) for each calendar day that expires after the date specified in paragraph 3.1 for either SUBSTANTIAL or FINAL completion of all work. **Should the work not be completed by June 1, 2017 for whatever reason, the City reserves the right to terminate this contract for cause. Contractor will be paid for units completed to City satisfaction in the event the contract is terminated for cause due to failure to complete by June 1, 2017.**

- 3.3 Substantial Completion shall be defined as the construction / installation of all subgrade work, and pavement and curb replacement within the ROW. BIDDER further agrees to complete all contract work to Final Completion by June 1, 2017. Final Completion shall be defined as the completion of all pay items, including sidewalk and landscape restoration and the acceptance of all pay items by the City.

#### Article 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:
- 4.2 Payment shall be made on the basis of monthly estimates of partial completion, approved by the ENGINEER. The unit prices for each pay item named in the Proposal shall be utilized for Change Orders (additions or deductions) except as otherwise provided in the detailed specifications for each class of work.

#### Article 5. PAYMENT PROCEDURES

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. Payments for completed work shall not be released until the CONTRACTOR has supplied the OWNER lien waivers.

5.1a Payments shall be reviewed and payment issued to the Contractor in accordance with the "Local Government Prompt Payment Act" (50 ILCS 505/).

- 5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### Article 6. INTEREST (Deleted)

#### Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representation:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State, and local laws, Ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work.
- 7.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.6 THE CONTRACTOR shall notify the City of St. Charles 48 hours prior to the start of any construction. A signed copy of the Notice of Award and Notice to Proceed shall be returned to the OWNER acknowledging receipt of these documents.
- 7.7 THE CONTRACTOR shall notify "J.U.L.I.E.", the "Joint Utility Locating Information for Excavators", (1-800-892-0123) at least 72 hours (not including Saturdays, Sundays or Holidays) prior to commencement of any construction activities.

## 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 CONTRACTOR'S Proposal (pages 00300-1 to 00300-17, inclusive).
- 8.2 This Agreement (pages 00500-1 to 00500-6, inclusive).
- 8.3 Contract Payment and Performance Bonds (Section 00600).
- 8.4 Notice of Award.
- 8.5 Notice to Proceed.

- 8.6 General Conditions (pages 00700-1 to 00700-41).
- 8.7 Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
- 8.8 Engineering Drawings, standard details, and quantity schedules included Specifications bearing the title **Kirk Road Electric Duct Crossing**.
- 8.9 Prevailing Wage Rates (Section 00750)
- 8.10 Addenda numbers ... to ..., inclusive.
- 8.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### Article 10. OTHER PROVISIONS.

- 10.1 ASSIGNMENT of the contract or any part thereof, or any funds to be received thereunder, shall be subject to the approval of the City of St. Charles.
- 10.2 DEFAULT - THE CONTRACT may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. An award may be made by the City to the next low bidder, or articles specified may be purchased on the open market similar to those terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City of costs to the City in excess of the defaulted contract prices. The contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended

in writing by the City Engineer or his representative, or any other material breach, shall constitute contract default.

10.3 HEALTH AND SAFETY ACT - All work under this contract shall comply with the occupational Safety and Health Act (OSHA) of 1975, and all other Federal, state or local statutes, rules, or regulations affecting the work done under the contract.

10.4 PREVAILING WAGE RATE - All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Revised Statutes, 1987, Chapter 48, par. 39s-1, et.seq. and as amended by Public Acts 886-799 and 886-693 and resolution of the City in effect at the time work is performed. Current copies of this information are provided in Section 0750 of this document.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF ST. CHARLES                      CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
Raymond Rogina, Mayor

By \_\_\_\_\_

Title \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_  
Nancy Garrison, City Clerk

Attest \_\_\_\_\_

Title \_\_\_\_\_

Address for giving notices

Office of the City Clerk  
Two East Main Street

St. Charles, IL 60174

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

END OF SECTION

~~SECTION 00600~~

~~PERFORMANCE BOND &~~

~~PAYMENT BOND~~

**Not Required for This Project**

**SECTION 00650**

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**SEE SECTION II – INFORMATION TO BIDDERS FROM CITY  
OF ST. CHARLES PURCHASING DOCUMENTS & SECTION  
800 BELOW**

**SECTION 00700**  
**GENERAL CONDITIONS**

**SECTION 00750**  
**PREVAILING WAGE RATES**

**SEE SECTION II – INFORMATION TO BIDDERS FROM CITY  
OF ST. CHARLES PURCHASING DOCUMENTS**

**SECTION 00800**  
**SUPPLEMENTARY CONDITIONS**

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

The following supplements shall modify, change, delete from, and/or add to the "Standard General Conditions of the Construction Contract " (Document No. EJCDC C-700)." Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph so amended, voided, or superseded shall remain in effect.

#### ARTICLE 1 - DEFINITIONS

**CONTRACT TIMES** Amend paragraph defining "CONTRACT TIMES" to read as follows:

Contract time shall be the time period commencing on the date of issuance of "Notice to Proceed" and concluding on the day specified in the Contract Documents by the CONTRACTOR for the satisfactory completion of the work.

**OWNER** Amend paragraph defining "OWNER" to read as follows:

Whenever the word "OWNER" is used in the Contract Documents, it shall be understood to be City of St. Charles, Illinois, and duly authorized representatives thereof.

#### ARTICLE 5 - BONDS AND INSURANCE

**SC 5.01C** Add the following language at the end of Paragraph 5.01C of the General Conditions.

In addition, no further progress payments under the Agreement will be made by owner until CONTRACTOR complies with the provisions of this Article.

**SC 5.02** **CONTRACTOR'S LIABILITY INSURANCE**

The CONTRACTOR shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the CONTRACTOR's operations in connection with work on his company's projects, naming the City of St. Charles as an additional insured. The CONTRACTOR shall furnish Certificates of Insurance to the owner before starting construction or within 10 days after the execution of the contract, whichever is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the city. In case of insurance cancellation, CONTRACTOR shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

**Note: Liability umbrella is \$5,000,000. Certificates of insurance must be completed on ACCORD 25-S form with the cancellation clause revised and revisions initialed.**

SC 5.02A The CONTRACTOR shall in all respects comply with any and all statutes and Ordinances which impose any duty or obligation upon either the CONTRACTOR or the City of St. Charles, Illinois with respect to the performance of any part of the work hereby undertaken by the CONTRACTOR and the CONTRACTOR agrees to do and perform any and all acts required by any statutes or Ordinances to be performed by either the CONTRACTOR or the City of St. Charles, Illinois with respect to such work. The CONTRACTOR HEREBY agrees to hold the City of St. Charles, Illinois, its employees, agents, and Engineering Resource Associates (ENGINEER), harmless and to indemnify them against and to reimburse them for any loss, damage, costs, or expenses, together with reasonable attorney's fees, which they might or may incur by reason of failure of the CONTRACTOR to observe and comply with any and all such statutes and Ordinances.

SC 5.02B The CONTRACTOR shall also indemnify and hold harmless the City of St. Charles, Illinois, its employees, and agents and Engineering Resource Associates (ENGINEER) from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees, and liabilities incurred in connection therewith, arising out of injury to, or death whatsoever, or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of the CONTRACTOR, any Subcontractor, the CONTRACTOR'S material, men, or any other person directly or indirectly employee by them, or any of them, while engaged in the performance of the work or any activity associated therewith or relative thereto.

SC 5.02C The CONTRACTOR shall also name Engineering Resource Associates (ENGINEER), the ENGINEER'S subconsultants, and the City of St. Charles as additional insureds on his Contractor's General Liability policy on a "primary and non-contributory" basis.

SC 5.03 Delete paragraph 5.03 of the General Conditions in its entirety.

SC 5.04 Delete paragraph 5.04A and 5.04B of the General Conditions in their entirety and add the following:

SC 5.04A **APPLICABLE TO ALL POLICIES**

All policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A. M. Best Co.

Certificates of insurance evidencing the required coverage shall be submitted to the Owner and Engineer prior to commencing work on the project.

The limits of liability for the liability insurance shall not be less than the following amounts or greater where required by law and the other insurance coverage shall be as follows:

SC 5.04B

LIABILITY INSURANCE (refer to sheets provided)

- |                          |           |
|--------------------------|-----------|
| 1. Workers' Compensation |           |
| Coverage A:              | Statutory |
| Coverage B:              | \$500,000 |
|                          | \$500,000 |
|                          | \$500,000 |

Shoremans coverage will be required when working on or above a navigable waterway.

2. Comprehensive General Liability Insurance

Automobile Combined Single Limit	\$1,000,000 Per Occurrence
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000 Per Occurrence
Personal and Advertising Injury	\$1,000,000 Per Occurrence
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Umbrella/Excess Liability	\$5,000,000

Coverage will include:

Blanket Contractual  
Employees as Insureds  
Broad Form Property Damage  
Broad Form Lenders Liability

- a. The term "caused by an accident" shall be replaced by the term "occurrence."
- b. The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: " The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory."
- c. Insurance will provide "X", "C" and "U" (explosion, collapse and underground hazard coverage) as applicable.

d. Workers Compensation and General Liability waiver of Subrogation in Favor of ENGINEER and CITY.

3. Comprehensive Automobile Liability Insurance

Combined Single Limit        \$1,000,000

- a. All owned, hired, or non-owned vehicles including the loading or unloading thereof.
- b. The term "caused by an accident" if used in bodily injury or property damage coverage shall be replaced by the term "occurrence"

4. Umbrella/Excess Liability Insurance

**Limit of Liability:**    \$5,000,000

In addition to the insurance coverage set forth in the contract documents, the CONTRACTOR shall maintain an Umbrella/Excess Liability policy with coverages for the same perils as covered under the primary policies, including any special requirements.

5. Special Terms/ Conditions:

If the additional insured has other insurance, which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

- a. The CONTRACTOR, and all subcontractors shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the City. The CONTRACTOR and Subcontractor shall maintain all insurance required under this section for one year after substantial completion.
- b. With respect to all insurance required herein, the CONTRACTOR shall provide such insurance naming the city and all of its employees and agents as additional named insureds, including the coverage with respect to damages, losses expense and claim, including attorney's fees; for all liability involving alleged bodily injury, all liability, and property damage, liability based upon any claims brought against the City, its mean or suppliers or the employees thereof arising from whatsoever cause, relating to, arising out of or concerning the performance of the subject property.

- c. To the extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the City and its agents and employees from and against all claims, damages, losses and expense, including attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to destruction of tangible property (other than work itself), including a loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, or anyone for whose acts any of them may be liable, regardless of whether or not it caused in part by a party indemnified hereunder. In any and all claims against the owner or any of its agents or employees by an employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount of, type of damage's, compensation for benefits payable by or for the CONTRACTOR or any subcontractor under worker's compensation acts, liability benefit acts or other employee benefit acts. Further, the CONTRACTOR hereby agrees to hold the owner harmless and to indemnify it against and to reimburse them for any loss, damage, fines, costs or expense, together with reasonable attorney's fees, which might or may occur by reason of the failure of the CONTRACTOR to observe and comply with any and all statutes and ordinance.

## 6. Property Insurance

Add the following sentence to the subparagraph:

The form of the policy for this coverage shall be Completed Value.

- a. The CONTRACTOR shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit.
- b. Property Insurance provided by Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and construction equipment, which may be on the site and the capital value of which is not included in the work. The CONTRACTOR shall make his own arrangements for any insurance he may require on such construction equipment.
- c. ~~The CONTRACTOR shall furnish bonds covering faithful performance of Contract and payment obligations arising thereunder. Bonds may be obtained through the~~

~~CONTRACTOR'S usual source and the cost there shall be included in the Contract sum. The amount of each bond shall be equal to 115% of the Contract Sum including assigned CONTRACTORS. The Owner requires all of the assigned CONTRACTORS provide bonds to the CONTRACTOR.~~

The policy shall be written a special form.

#### MISCELLANEOUS REQUIREMENTS

The CONTRACTOR is responsible for determining that subcontractors are adequately insured against claims arising out of or relating to the work. The premium cost and charges for such insurance shall be paid by each subcontractor.

The limits of liability as stated, may be arrived at using a Split-Limit or a combined Single limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

**Builders Risk:** The CONTRACTOR shall provide and maintain Builder's Risk Insurance and installation insurance in the amount of 100% of the contract sum. The insurance must provide All Risk including Theft of Building Materials, and shall be written at 100% of completed value. The CONTRACTOR and the Owner shall be named insureds. The CONTRACTOR will be responsible for whatever deductible is used.

The CONTRACTOR shall in all respects comply with any and all statutes and ordinances which impose and duty or obligation upon either the CONTRACTOR or the City of St. Charles, Illinois with respect to the performance of any part of the work hereby undertaken by the CONTRACTOR and the CONTRACTOR agrees to do and perform any and all acts required by any statutes or Ordinances to be performed by either the CONTRACTOR or the City of St. Charles, Illinois with respect to such work.

#### APPLICABLE TO ALL POLICIES

All policies shall written with insurance companies licensed to do business in the state of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Co.

Deductibles will not exceed \$5,000.00

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Add a new subparagraph immediately after Subparagraph 6.06G of the General Conditions, which is to read as follows:

SC 6.06H           CONTRACTOR shall not award Work to Subcontractor(s) in excess of 50% of the Contract Price without prior written approval of OWNER.

SC 6.12A           Add the following language at the end of paragraph 6.12A of the General Conditions.

The CONTRACTOR shall also be responsible for maintaining a marked set of drawings showing all deviations in line and grade, additions, and/or deletions to the scope of work. The CONTRACTOR shall furnish the ENGINEER with said marked set of drawings upon completion of the work for use in preparing the Record Drawings.

## ARTICLE 7 - OTHER WORK AT THE SITE

SC 7.02           DELETE Paragraph 7.02 of the General Conditions in its entirety and insert the following in its place:

When the OWNER contracts with others for performance of other work on the Project at the site, the OWNER will identify a construction coordinator who will have authority and responsibility for coordination of the activities among the various prime CONTRACTORS' work at the site.

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC 9.03           Add the following language to paragraph 9.03 of the General Conditions which is to read as follows:

The following is a listing of the "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative" and supplements paragraph 9.03 of the General Conditions:

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF THE AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

### A.     GENERAL

The Resident Project Representative is the ENGINEER'S Agent and shall act under the supervision and direction of the ENGINEER. He shall confer with the ENGINEER regarding his actions and shall generally communicate with the OWNER only through the ENGINEER.

B. DUTIES AND RESPONSIBILITIES

The Resident Project Representative shall:

1. Schedule: Review the progress schedule prepared by the CONTRACTOR for compliance with the contract and give written advice to the ENGINEER concerning its acceptability.
2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.
3. Liaison:
  - a. Serve as the ENGINEER'S liaison with the CONTRACTOR working principally through the CONTRACTOR'S superintendent. Alert the CONTRACTOR, through his superintendent, to the hazards involved in accepting and acting upon instructions from the OWNER or other, except such instructions transmitted through the ENGINEER.
  - b. Cooperate with the CONTRACTOR in his dealings with the Project in order to complete service connections to public utilities and facilities.
  - c. Assist the ENGINEER in obtaining from the OWNER additional details or information, when required, at the job site for proper execution of the work.
4. Approvals: When required, assist the ENGINEER in obtaining from the CONTRACTOR a list of his proposed supplies and subcontractors.
5. Samples: Assist the ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished, and keep record of actions taken by ENGINEER.
6. Shop Drawings:
  - a. Receive approved shop drawings and other submissions from the ENGINEER, record data received, maintain a file of the drawings and submissions, and check construction for compliance with them.

- b. Alert the CONTRACTOR'S superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the ENGINEER when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

7. Review of Work, Inspections, and Tests

- a. Conduct on-site observations of the work in progress for the ENGINEER as a basis for determining that the Project is proceeding in accordance with the Contract Documents, and report to the ENGINEER when he believes that any work should be rejected or specially tested, or that the work should be stopped to ensure that the completed Project will comply with the requirements of the Contract Documents.
- b. Verify that tests, including equipment and systems start-up, which are required by the Contract Documents are conducted and that the CONTRACTOR maintains adequate records thereof, observe, record, and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the ENGINEER.

8. Interpretations of Contract Documents: Transmit to the CONTRACTOR the ENGINEER'S interpretations of Contract Documents.

9. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modification in drawings or specifications and report them with recommendations to the ENGINEER.

10. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, and other submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, and additional drawings issued subsequent to the award of the contract, the ENGINEER'S interpretations of the

Contract Documents, progress reports, and other Project-related documents.

- b. Keep a diary or logbook, recording hours on the job site, weather conditions in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses, and telephone numbers of all CONTRACTORS, subcontractors, and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted and deliver to the ENGINEER at the completion of the Project.

11. Reports:

- a. Furnish the ENGINEER periodic reports, as required, of progress of the Project and the CONTRACTOR'S compliance with approved progress schedule.
- b. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the Project.

12. Payment Requisitions: Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly their relation to the work completed and materials and equipment delivered at the site.

13. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble Guarantees, Certificates, Maintenance and Operation Manuals, and other required data to be furnished by the CONTRACTOR; and upon acceptance of the project, deliver this material to the ENGINEER for his review and forwarding to the OWNER.

14. Completion:

- a. Prior to inspection for substantial completion, submit to the CONTRACTOR a list of observed items required correction.
- b. Conduct final inspection in the company of the ENGINEER and the OWNER and prepare a final list of items to be corrected.

- c. Verify that all items on final list have been corrected and make recommendations to the ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of the ENGINEER, the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents;
2. Shall not undertake any of the responsibilities of the CONTRACTOR, the subcontractors, or the CONTRACTOR'S superintendent;
3. Shall not expedite the work for the CONTRACTOR;
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents;
5. Shall not authorize the OWNER to occupy the Project in whole or in part;
6. Shall not participate in specialized field or laboratory tests.

SC 9.04                    INSERT the following at the end of the last sentence, "Such authorized variations in work shall only involve engineering or plan-related issues, and shall not involve, nor be binding to the extent they relate to questions of legal interpretation of liabilities of the parties."

SC 9.9C                    INSERT the following to the end of the last sentence "with the exceptions of these items set forth in section 9.02, namely inspections to insure against defective work."

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC 10.04                    DELETE Paragraph 10.03A in its entirety and INSERT the following:  
  
"OWNER and CONTRACTOR shall execute appropriate and lawful change orders recommended by ENGINEER (or written Amendments) covering:"

END OF SECTION

**DIVISION 01**  
**GENERAL REQUIREMENTS**

## **SECTION 01100**

### **CONTRACT CONSIDERATIONS**

#### **1101 APPLICATIONS FOR PAYMENT**

The Contractor shall submit three (3) copies of each application on Contractor's Standard form. The payment period will be a minimum of 30 days, and the application shall include Sworn Statements of Contractor and Sub-Contractors, together with supporting Lien Waivers.

#### **1102 CHANGE ORDER PROCEDURES**

The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by issuing supplemental instruction by Field Order.

Work Directive Change: The Engineer may issue a directive, on the Work Directive Change Order form, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Price or Contract Time. Promptly execute the change.

All conflicts involving a potential field change shall be brought to the attention of the City of St. Charles Engineering Office before construction of the field change begins. Failure to comply with this issue may result in construction that has not been approved and will therefore not be compensated for in final payment

#### **1104 LIQUIDATED DAMAGES**

Liquidated damages will be assessed as per Section 00500 of this document.

END OF SECTION

## SECTION 01200

### REFERENCE STANDARDS

#### 1210 QUALITY ASSURANCE

For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

The Contractor shall conform to current reference standards consistent with the date at the opening bid.

The hierarchy of Specifications in order of precedence from highest to lowest is as follows:

1. Contract Documents and Specifications for "**Kirk Road Electric Duct Crossing**" prepared by ERA, and the City of St. Charles.
2. Municipal code of the City of St. Charles.
3. National Electrical Safety Code
4. National Electrical Code
5. "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, (SSRBC), latest edition.

Should specified reference standards conflict with the Contract Documents, the Contractor shall request clarification from Engineer before proceeding.

The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

END OF SECTION

## **SECTION 01300**

### **SUBMITTALS**

#### **1301 SUBMITTAL PROCEDURES**

Contractor shall:

Identify Project, Contractor, Subcontractor, or supplier pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.

Revise and resubmit submittals as required, identify all changes made since previous submittal.

Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

**END OF SECTION**

**SECTION 01400**  
**QUALITY CONTROL**

**1401           QUALITY ASSURANCE/CONTROL OF INSTALLATION**

The Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

The contractor shall comply fully with manufacturers' instruction, including each step in sequence.

Should manufacturers' instructions conflict with Contract Documents, the Contractor shall request clarification from Engineer before proceeding.

The Contractor shall comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

The Contractor shall perform work by persons qualified to produce workmanship of specified quality.

END OF SECTION

**SECTION 01700**  
**CONTRACT CLOSE-OUT**

**1701           CLOSE-OUT PROCEDURES**

Submit written notice that Contract Documents have been reviewed and work has been completed in accordance to the Plans and Contract Documents and ready for Engineer's inspection. Final application for Payment must identify the total adjusted Contract Price, previous payments, and remaining sum due.

Inspections shall be requested by the Contractor to the Engineering Office and performed by the appropriate utility division or Street Department.

All punch-list items including site cleanup, drainage system cleaning, pavement sweeping, landscaping, and removal of all waste materials and construction equipment must be complete prior to final engineering approval and final payment.

**1702           RECORD DOCUMENTS**

The Contractor shall provide as-built plans to the City of St. Charles in accordance with the requirements of the contract special provision contained herein for "Construction Layout and As-Built Survey".

END OF SECTION

## **SPECIAL PROVISIONS/CLARIFICATIONS**

### **KIRK ROAD CROSSING SPECIAL PROVISIONS:**

This work is being performed in KDOT Right-Of-Way. Bidder is responsible for being familiar with any KDOT requirements related to how the work is performed, when the work is performed, required traffic control and protection, required pavement restoration specifications, required landscape restoration specifications, required sidewalk restoration specifications, required curb/gutter restoration specifications, and any and all other KDOT requirements. City and ENGINEER have made best efforts to coordinate with KDOT prior to issuance of these plans.

Alternative/Optional proposals are acceptable and will be considered on a case-by-case basis. Bidder shall provide a base bid per the specifications. Any alternative or optional proposals shall be referenced as additional cost or deduct cost from the base bid. For example, Bidder might present an alternative proposal to work more hours per day than standard in an effort to complete the work in fewer days. Such would likely cause some unit costs to increase and some to perhaps decrease. City recommends Bidder copy the pricing sheets 300-5 and 300-6 and provide a completely separate alternate bid with modified unit costs and a modified total project cost if they wish to provide an alternate. Bidder is responsible for understanding any related KDOT impacts to alternative proposals and incorporating such into their bid.

City reserves the right to award a contract to the best proposal, which might not necessarily be the lowest cost proposal.

## Proposed Kirk Road Manhole Installation Sequence of Events

The installation of the new custom frame and pour in place manhole is one of the most critical and unique aspects of this work.

Contractor should consider the following to be included in the cost of installing that manhole:

1. Excavate western manhole wall and support/shore duct bank to the west that is otherwise not involved in this work. The concrete manhole wall can not become tied to the western duct bank and some type of barrier to keep the manhole wall separated from the duct bank is required.
2. Expose the active duct bank and support from the top while the remainder of the excavation proceeds. Note that there are energized 35kV and 12kV circuits in that duct bank and the greatest care/caution shall be used to keep that duct from collapsing.
3. Frame and pour walls and floor of new manhole. Note that there will have to be windows left around the active duct bank since it will eventually have to be cut flush with the wall.
4. Transfer support of the active duct bank to the new manhole floor to make pouring the manhole ceiling possible.
5. Pour ceiling, install adjusting ring, install frame and cover, backfill area.
6. Complete duct crossing to the eastern (existing) manhole. Note that any bends over 22 degrees shall be fiberglass.
7. Saw cut out the bottom (6) – 6” windows on the existing manhole and covert that to (4) – 8” openings. Mortar the manhole wall.
8. Blow mule tape in all ducts crossing Kirk as proof of continuity
9. At this point, all of the duct will be in place and the City will de-energize the cable in the active duct bank and time becomes very much of the essence.
10. After the cable is removed from the active duct bank, contractor will need to demolish the duct bank within the manhole and leave the City with (12) – 6” openings on the north and south walls that are flush with the walls. It will be tricky work to chip the concrete off of the existing PVC conduits such that the finished product is flush 6” PVC openings in the northern and southern walls.
11. Mule tape shall be blown in all 12 pipes going south and all 12 pipes going north.

Other means and methods that provide the same finished product with the same level of safety can be proposed by the bidder.

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# **SPECIAL PROVISIONS**

## **CITY OF ST. CHARLES**

### **KIRK ROAD ELECTRIC DUCT CROSSING**

#### **SECTION 1 - GENERAL**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", latest edition, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; the "Standard Specifications for Traffic Control Items", latest edition, (hereinafter referred to as the Traffic Specifications) and the Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet; the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, and the KDOT Standards, latest edition, shall all govern the construction and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

##### **1.01 STANDARDS**

The following Illinois Department of Transportation Highway Standards and Kane County Division of Transportation Standards shall be considered as a part of the Drawings included in the Contract Documents for this Work.

<b>STANDARD NO.</b>	<b>TITLE</b>
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701701-09	Urban Lane Closure, Multilane Intersection
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##### **1.02 DESCRIPTION OF PROJECT**

The work included in this contract shall consist of furnishing all the materials, labor and equipment required for the construction of approximately 165 linear feet of electrical duct, installation of a cast-in-place manhole, sidewalk removal and replacement, pavement patching, restoration, and all other incidental work necessary to complete this improvement according to the plans, Standard Specifications and special provisions.

##### **1.03 NOTIFICATIONS TO UTILITY COMPANIES**

The Contractor shall notify all public utilities and J.U.L.I.E. (at 800-892-0123), sufficiently in advance so that all underground utilities may be staked prior to any excavating. The plans indicated locations in the general area in accordance with information provided by the utility at the time of plan preparation.

Utilities installed after plan preparation are not indicated on the plans thus requiring field

staking by the utility company. The Engineer does not assume any responsibility in the location of utilities as shown on the drawings. The project plans have been prepared on the basis of existing utility maps or as marked or otherwise designated by the utility.

#### **1.04 CONTROL OF CONSTRUCTION SITE**

Contractor shall keep the work site free from accumulating waste materials and rubbish caused by his work or employees. All materials and equipment required on the site shall be kept in such a manner so as to cause a minimum of inconvenience and disruption to the general public. At the end of each work day, the construction site shall be cleaned up and snow fence shall be erected around all open excavations and equipment. The site and surrounding side streets shall be broom swept at the end of each day as directed by the resident project representative. Costs for site cleaning will not be paid for separately, but shall be considered incidental to the price of the Contract.

All open holes in curb and gutter, pavement sidewalk, parkways and driveways shall be adequately protected by flashing barricades. The Contractor will be responsible for determining the placement location of barricades and shall assume all liability for injuries or damage resulting in accidents caused by this work. To allow better access of the residents and emergency vehicles, no parking in the construction area will be allowed by employees of the Contractor. Parking areas for contractor's employees shall be agreed upon based on discussions with the resident project representative. The parking of Contractor's personal vehicles on Kirk Road will be prohibited. Side street parking is allowed as posted. Other parking restrictions will be posted by the City as necessary.

#### **1.05 EXISTING UTILITIES**

Before construction, the Contractor shall make his own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of the improvement. It is expressly understood that references to responsibility of the local Agency or the Engineer with regard to location, adjustment or relocation of existing utilities mentioned in Article 105.07 or elsewhere in the Standard Specifications are hereby deleted. Said responsibility is solely that of the Contractor in cooperation with the various utility authorities.

The Contractor will be required to cooperate with the City of St. Charles and all utility companies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies, of any and all services and facilities owned or operated by them within the limits of improvement.

Before beginning any operation which might damage, disturb or leave unsupported or unprotected any utility lines or appurtenances encountered, the Contractor shall notify the respective owner thereof.

After all relocations, adjustments and/or maintenance of these utilities have been made, the Contractor may proceed with construction as directed by the Engineer. No time delays are to be honored due to utility work that is in conflict or that is required and

directed by the Engineer.

**1.06 INSPECTION BY AGENCIES**

All work under this Contract is subject to the inspection and approval of the City of St. Charles. Specifically, no trenches shall be backfilled until the required inspections have been conducted.

**1.07 PROTECTION AND RESTORATION OF PROPERTY**

In addition to the requirements of Article 107.09 of the Standard Specifications, the existing drainage facilities shall remain in use during the period of construction, unless otherwise noted in the Contract Plans.

Locations of existing drainage structures and sewers, as shown on the Contract Plans, are approximate. Prior to commencing work, the Contractor, at his own expense shall determine the exact location of existing structures which are within the proposed construction site. All drainage structures are to be kept free from any debris resulting from construction operations.

All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the Contract. Any accumulation of debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the Contract Plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures.

Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and 603 and Article 104.02 respectively of the Standard Specifications, unless otherwise noted in the plans or Special Provisions.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right of way other than those shown on the plans, he shall so inform the Engineer who shall direct the work necessary to maintain or replace the facilities in service and protect them from damage during construction if maintained.

Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer have directed the replacement of the facility, the necessary work and payment shall be done in accordance with Section 603 and Article 104.02 respectively of the Standard Specifications.

#### **1.08 MAINTAINING TRAFFIC**

Construction operations shall be conducted in a manner such that the streets will be open at all times to emergency and local traffic in accordance with the applicable portions of Article 107.14 of the Standard Specifications. Removal and replacement of driveway entrances shall be planned so as to cause a minimum of inconvenience to the abutting property owners. Only one side of a street may be out of their driveways during a given period of time.

Construction must be staged in such a manner as to allow through traffic along the construction limits. Refer to the plans for traffic control staging. Temporary traffic control devices shall be furnished and maintained as described in the Special Provision for TRAFFIC CONTROL AND PROTECTION included herein.

#### **1.09 PROGRESS SCHEDULE**

The Contractor shall furnish, upon submittal and as part of a sealed bid, a progress schedule which demonstrates the ability to complete the work as outlined in these documents within the specified time frame. The schedule must be computer generated by a scheduling software program.

#### **1.10 SAFETY**

The importance the City attaches to safety cannot be overemphasized. The City reserves the right, at its discretion, to disallow payment for any work performed where the proper safety precautions were not being observed.

The Contractor shall be responsible for the cost of any fines levied against the Owner due to the Contractor's failure to comply with any safety regulations.

#### **1.11 PRE-CONSTRUCTION MEETING**

Following the award of the Contract, the Contractor will be required to attend a pre-construction meeting to be scheduled by the Owner prior to beginning work. In attendance to this meeting will be representatives from City Staff, Utility Companies, Engineering Firms and the Contractor. The purpose of this meeting will be to:

1. Receive and review the Contractor's proposed construction sequence and schedule.
2. Identify key personnel, their home addresses and home telephone numbers.
3. Identify key Owner personnel and representatives, their home addresses and telephone numbers.
4. Identify emergency telephone numbers and channels of communication, particularly

for traffic control.

5. Review safety obligations and responsibilities.

6. Schedule walk-thru with Engineer, City Forester and City Project Coordinator.

Discuss other items as required.

**1.12 GUARANTEE**

The Contractor shall guarantee his work for a period of one (1) year after Final Acceptance by the Owner. The date of Final Acceptance shall coincide with the date that any final change order is approved by the City.

**1.13 MATERIAL CERTIFICATION**

The Contractor shall furnish certifications to the Engineer from all Supplier for all materials. The statements shall certify that the materials comply with the requirements of the "Standard Specifications for Road and Bridge Construction in Illinois" and the Supplemental Specifications, as well as the Special Provisions. All materials installed with this project shall be new and be manufactured only in the United States, except as specifically exempted, in writing, by Owner. As requested by Owner, the Contractor shall promptly furnish proof that USA-only materials are utilized.

**1.14 MATERIAL TICKETS**

The Contractor shall furnish the Engineer with material delivery tickets for all materials furnished in conjunction with the construction of the project including but not limited to aggregate, concrete, controlled low-strength material, and conduit. The delivery tickets shall be given to the Engineer each day at the end of the working day.

**1.15 MATERIAL TESTING**

All materials, accessories and equipment to be used in the work shall be subject at all times during manufacture, fabrication, delivery and erection to such tests and inspections as the Engineer may deem necessary or desirable to assure that such products are suitable for the purpose for which they are to be used and that they comply in all respects to the requirements of these Specifications.

The Contractor shall notify the Engineer for materials and products to permit testing. The Contractor shall not make use of or incorporate in the work the materials or products represented by the samples until tests have been made and found to be in accordance with the requirements of the Specifications. The Engineer has the right to reject any work not meeting the requirements of the specifications.

When required by the Engineer, representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and

shall be tested in accordance with the methods referred to herein.

The acceptance of a preliminary sample, however, shall not be construed as acceptance of materials or products from the same source delivered later. Only the materials, accessories and equipment actually delivered for the work will be considered and their acceptance or rejection will be based solely on the results of the tests prescribed in these Specifications.

Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials which have been damaged or have visible flaws. The Engineer also reserves the right to make such an inspection, but failure to detect irregularities does not relieve the Contractor of responsibility to remove and replace materials which are found to be defective after installation.

#### **1.16 CONSTRUCTION NOISE RESTRICTIONS**

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise. Construction within 1,000 feet of an occupied residence, or similar receptor shall be confined to the period beginning at 7:00 a.m. and ending at 7:00 p.m. weekdays; 9:00 a.m. - 5:00 p.m. Saturdays (with Owner's permission) and no work on Sundays or Holidays.

This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and lighting, or to construction of an emergency nature.

Exception: Any machine or device, or part thereof which is regulated by, or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.

#### **1.17 PRE-CONSTRUCTION VIDEOTAPING**

The Contractor shall prepare pre-construction video documentation of all features in the areas affected by construction. All video cameras, recorders, tapes, accessories and appurtenances shall be high quality DVD format equipment. Pre-construction video documentation shall consist of a series of high resolution color DVDs showing all areas affected by construction. All pertinent features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences, light posts, interior features and equipment, etc. View orientation shall be maintained by audio commentary on the audio track of each DVD to help explain what is being viewed.

The pre-construction videotaping shall be completed after the initial walkthrough and two copies of the DVDs submitted to the City of St. Charles before commencing with any

construction activities, including material delivery.

#### **1.18 TRAFFIC CONTROL AND PROTECTION**

This work shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of these improvements.

All traffic control devices shall conform to the requirements of the "Illinois Manual on Uniform Traffic Control Devices". Traffic Control Devices include: signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall cover all traffic control devices that are inconsistent with detour or lane assignment patterns.

Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.

Any signs or barricades that are left in place overnight shall be equipped with flashing warning lights.

The Contractor shall furnish, erect and maintain advisory speed plates or signs. Placement of these plates or signs shall be in accordance with the Manual on Uniform Traffic Control Devices and as directed by the City Engineer. The advisory speed plates or signs shall carry the legend 15 M.P.H. and shall conform to Manual on Uniform Traffic Control Devices.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such device shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational 24 hours a day, including Saturday, Sunday and holidays.

Traffic control devices shall be placed around materials temporarily stockpiled in street at all times.

The Contractor shall provide a manned telephone on a continuous 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection and shall dispatch men, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the City concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right-of-way except in specific areas designed by the Engineer.

Delays to the Contractor caused by complying with these requirements will be included in the item for Traffic Control and Protection.

Due to some complexity to traffic during construction within the project corridor, the Owner may request the Contractor to divert traffic flow accordingly from time to time. The Contractor shall comply with these requests and consider the cost of this work in his lump sum price for the contract.

#### **1.19 EXPLORATORY TRENCH**

**Description.** This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvement. This work shall be performed as directed by the Engineer.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located in a paved area (existing or proposed), the excavation shall be backfilled with Selected Granular Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the IDOT Standard Specifications.

#### **1.20 SAWCUTTING**

Unless otherwise indicated in the Special Provisions, sawcutting operations associated with the conduct of the project shall be considered incidental to the work item being performed. The Contractor will sawcut for all underground utilities to be constructed using a wet-saw operation. The Contractor shall be responsible for removing the residue created by sawcutting operations in a manner acceptable to the Engineer. The resulting surface shall be sufficiently clean so that no tracking of residue by vehicles or pedestrians occurs.

## **1.21 PARTIAL PAYMENT**

Partial payment for work completed will be made by the Owner to the Contractor on a monthly basis. Requests for partial payment shall be prepared by the Contractor and submitted to the Engineer for review and recommendation of payment. The Owner shall receive this request by the 25<sup>th</sup> of the month for the submittal to the City Board for approval at its regular business meeting the following month.

A retainage of ten percent (10%) will be made from the partial payments. Invoices will include partial and final waivers of lien. An updated project schedule **MUST** also be included with each partial payment request. Failure to submit such a schedule shall be grounds to withhold payment in full or in part.

## **1.22 WAIVER OF LIEN**

Prior to receiving final payment for this work, the Contractor shall submit a Waiver of Lien to the Owner in the amount of the final payment. If any part of the work is subcontracted, the Contractor shall furnish final waivers of lien from his subcontractors and material suppliers showing that they have received final payment from the Contractor. The City retains the right to request waivers of lien from second tier (and lower) contractors and suppliers as evidence of payment.

## **1.23 USE OF CITY STREETS**

Contractor's truck traffic is restricted to certain streets to be designated by the City.

## **1.24 SCHEDULE OF WORK AND PUBLIC CONVENIENCE**

- A. The Contractor acknowledges that a great inconvenience to the public, added cost and immeasurable burden to the Owner, residents, and businesses, as well as other tangible and intangible losses, will result from delay in the performance of any aspect or phase of the work. Further, in order to protect the health and safety of the residents of the City of St. Charles, the Contractor shall maintain maximum accessibility to the residents bordering the construction site during the construction of this Project and to minimize the disruption to access.
- B. Care should be taken to minimize the disruption to traffic while utilities are being constructed. Utilities shall be installed in a sequence based upon their depth, constructing the deepest utilities first and working up in elevation. All underground utilities must be completed before any work can begin on the roadway reconstruction.
- C. Time is of the essence in this Contract. The Contractor shall recognize that the sequence of operations requires simultaneous operations on several classes of work. It may be necessary for the Contractor to work longer hours or use additional crews in order to complete the work within the required time limit. The Contractor shall at all times employ sufficient labor and equipment to

prosecute the work as specified without interruption.

- D. The Contractor may propose an alternate sequence of construction, which will complete the project within the time specified for approval by the Owner.
- E. On projects where new curb and gutter and driveway aprons are to be constructed, the Contractor must complete the paving operation for each driveway and have the driveway open to vehicular traffic within ten (10) days following the placement of the roadway curb and gutter. Should the Contractor fail to have the driveway open to vehicular traffic within ten (10) days the Contractor shall be liable to the City in the amount of \$50 per driveway per day, not as a penalty but as liquidated and ascertained damages. Such damages may be deducted by the City from any monies due to the Contractor.

#### 1.25 UNDERCUTTING FOR UTILITIES

**Description.** This work shall consist of the excavation and disposing of unsuitable material during construction of proposed utilities and backfilling with compacted CA-11. This work shall conform to Section 202 of the Standard Specifications. The maximum undercut will be 12 inches. This work shall only be performed at the locations identified on the plans or designated by the Engineer.

#### 1.26 CONSTRUCTION LAYOUT

**Description.** The Contractor shall furnish and place construction layout stakes for this project. The Contractor will be given a copy of the plans in Auto Cad for his use. Currently established alignments, ties and benchmarks are shown on the project plans. Any additional control points set by the City will be identified in the field to the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment and material to set all additional stakes for this project needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to obtain a correct layout of all portions of the work. The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans.

The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. The Contractor shall provide the Engineer sufficient control points in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not exceeding 50 ft.) to assure conformance to plan line and grade and to allow checking of the work to the extent required by the Engineer.

It is not the responsibility of the City to check the correctness of the Contractor's stakes. Any apparent errors will be immediately called to the Contractor's attention and corrected before the stakes are used for construction purposes. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset at his/her expense when any are damaged, lost, displaced, removed, or other obliterated.

The Engineer will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans. Any additional re-staking required by the Engineer will be the responsibility of the Contractor. The additional re-staking done by the Contractor will be paid for according to Article 109.04 of the IDOT Standard Specifications.

The Contractor shall provide the Engineer a copy of any field notes, cut/fill sheets, and layout diagrams produced during the course of the project. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the City at the completion of the project. All notes shall be neat, orderly, and in accepted form.

## **SECTION 2 - EARTHWORK & LANDSCAPING**

**2.01 GENERAL**

Work under this section consists of all labor, materials and equipment necessary to perform the required Earthwork and Landscaping.

**2.02 RESTORATION, SPECIAL**

**Description.** This work shall consist of preparing the ground surface, furnishing and placing topsoil to a four inch minimum depth, fertilizing the areas to be sodded as specified and furnishing and placing the sod. The preparation of the ground surface shall include the removal of the existing sod and any excavation, if necessary, of the existing ground to obtain the required four inches minimum depth of topsoil. This excavation will not be paid for separately, but shall be included in the cost of RESTORATION, SPECIAL. All work shall be performed in accordance with the applicable requirements of Sections 211 and 252 of the IDOT Standard Specifications. All grass areas that are disturbed due to installation of the new storm sewer and appurtenant construction as approved by the Engineer shall be restored by sodding.

180 pounds of fertilizer nutrients per acre shall be applied at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	60 lbs./acre
Phosphorus Fertilizer Nutrients	60 lbs./acre
Potassium Fertilizer Nutrients	60 lbs./acre

Watering shall be done as directed by the Engineer, in accordance with the requirements of Articles 252.08 and 252.09 of the IDOT Standard Specifications.

The sodded areas shall be guaranteed by the Contractor for a period of one year after installation. During this period all defective areas caused by inadequate watering, salt damage, pedestrian and traffic damage, shall be repaired at the Contractor's expense.

The City and/or Engineer reserves the right to postpone placement of sod if weather conditions are found to be unsuitable for effectively growing sod. The Contractor will be responsible to keep all weeds and/or other vegetation under eight inches (8") in height.

The protection of existing trees, as shown on the plans, shall be include in the lump sum cost of the contract. This work includes providing protective fencing and equipment necessary to protect exiting trees within the construction zone. All trees to be preserved within the construction zone shall be trimmed and root pruned prior to any construction activity.

**2.03 CLEAN CONSTRUCTION AND DEMOLITION DEBRIS**

**Description.** The Contractor is to be aware of and comply with CCDD requirements. The City of St. Charles will provide IEPA form LPC-662 or 663 as appropriate, which will be executed by the City and provided to the contractor at the pre-construction meeting. The Contractor shall make sure that the CCDD site being utilized will accept the material based on the LPC-662 or 663 forms.

The contractor shall have the option of employing a licensed testing firm, as approved by ENGINEER, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. If said screen indicates VOC levels that will be unacceptable for disposal at a CCDD facility, the Engineer shall be notified immediately. The contractor shall be responsible for hauling material to the City's PW IDOT garage on Indiana Avenue. If, however, a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load was not identified on-site as having VOC levels above the allowable limits, the contractor shall still be required to properly dispose of the material and provide the Engineer and City with the necessary documentation, but shall not be additionally compensated.

All additional work to satisfy these requirements shall be the responsibility of the Contractor.

## **SECTION 3 - PAVEMENT**

### **3.01 GENERAL**

Work under this section consists of all labor, materials and equipment necessary to perform the required paving operations.

**3.02 CONCRETE MEDIAN AND COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT**

**Description.** This work shall be performed in accordance with the details shown in the plans and Sections 440 and 606 of the Standard Specifications. All required sawcutting, removal, excavation and backfilling shall be included. The replacement median or curb and gutter shall be the same type as the median or curb and gutter removed.

**3.03 PORTLAND CEMENT CONCRETE SIDEWALK, FIVE INCH, SPECIAL (REMOVE AND REPLACE)**

**Description.** This item shall consist of the construction of sidewalks as per the detail and at locations shown on the Plans or as directed by the Engineer. This item will include removal and disposal of the existing sidewalk or any earth excavation that is required for new sidewalk.

The concrete shall conform to Section 1020 of the IDOT Standard Specifications for Class SI Portland Cement Concrete.

Construction shall conform to the requirements of Section 424 of the IDOT Standard Specifications except as modified herein.

The sidewalk shall be constructed on an aggregate base consisting of a three inch (minimum) thickness of compacted CA-6 on a dry natural or compacted subgrade. The sidewalk shall have a minimum thickness of five inches.

Formwork for PCC Driveway Sidewalk shall be a minimum of 2x6. **No 2x4 forms will be allowed during construction.**

The sidewalk shall be constructed with contraction joints spaced evenly at five foot intervals. The contraction shall be one inch in depth and may be either saw cut or tooled at the time of finishing.

**3.04 PAINT PAVEMENT MARKING – LINE 4”**

**Description.** This work shall be in accordance with Section 780 of the Standard Specifications. In areas where existing pavement marking has been disturbed or removed due to construction, the Contractor is responsible for applying PAINT PAVEMENT MARKING – LINE 4” to match existing conditions.

**SECTION 4 – ELECTRIC DUCT**

**4.01 GENERAL**

Work under this section consists of all labor, materials and equipment necessary to perform the required installation of electric duct banks.

#### **4.02 TRENCH BACKFILL**

Trench backfill for all the electric duct shall conform to Article 208 of the Standard Specifications. Gradation of the coarse aggregate material will be CA-11 or CA-13 which shall be mechanically compacted in accordance with Method 1 of Article 550.07 of the Standard Specifications.

Use of recycled material will be allowed. Crushed concrete meeting CA-6 gradation is an acceptable form of trench backfill. Backfill will be placed up to existing pavement or existing sidewalk ground elevation. The removal of the unused backfill will be incidental.

#### **4.03 CONNECT TO EXISTING ELECTRICAL BOX**

**Description.** This work shall consist of connecting the proposed electric duct to the existing electrical boxes as shown on the plans. The contractor shall saw cut out the bottom (6) – 6” windows on the existing manhole and convert that to (4) – 8” openings. Mortar the manhole wall. All debris shall be properly disposed of.

#### **4.04 CONDUIT ENCASED**

**Description.** This work shall be in accordance with Section 810 of the Standard Specifications. Work will include the installation of the size and configuration of PVC conduit as shown on the plans. Any bends over 22 degrees shall be fiberglass.

#### **4.05 CLEARANCE PROVIDED NEAR EXISTING SERVICES**

In locations where the proposed duct is crossing the path of an existing storm sewer or water main, a minimum vertical distance of 18 inches should be maintained between the outside of the sewer/main and the top/bottom of the concrete encased duct. This shall be the case when the duct is either above or below the sewer/main.

#### **4.06 MANHOLES, SPECIAL**

**Description.** This work shall include all labor, equipment, and material required to construct a cast-in-place concrete manhole as detailed in the plans. The Contractor shall also consider the following to be included in the cost of MANHOLES, SPECIAL:

1. Excavate western manhole wall and support/shore duct bank to the west that is otherwise not involved in this work. The concrete manhole wall cannot become tied to the western duct bank and a barrier to keep the manhole wall separated from the duct bank is required.
2. Expose the active duct bank and support from the top while the remainder of the excavation proceeds. Note that there are energized 35kV and 12Kv circuits in the

duct bank and the greatest care/caution shall be used to keep that duct from collapsing.

3. Frame and pour floor and walls of new manhole. Note that there will have to be windows left around the active duct bank since it will eventually have to be cut flush with the wall.
4. Transfer support of the active duct bank to the new manhole floor to make pouring the manhole ceiling possible.
5. Pour ceiling, install adjusting ring, install frame and cover, backfill area.
6. Once all duct has been installed, the City will de-energize the cable in the active duct bank. The Contractor understands that time is of the essence once the duct bank is de-energized.
7. After the cable is removed by the City, the Contractor will demolish the duct bank within the manhole and leave the City with (12) – 6” openings on the north and south walls that are flush with the walls. The concrete will be chipped of the existing PVC in such a way that the finished 6” PVC openings will be flush with the northern and southern walls.
8. Mule tape shall be blown in all 12 pipes going south and all 12 pipes going north.

**Construction Requirements.** The construction of the cast-in-place concrete manhole shall be in accordance with Section 503 of the Standard Specifications. The following concrete mix design shall be used:

1. Type 1 Portland Cement Content = 450 pounds per cubic yard.
2. Class C or F Fly Ash Content = 120 pounds per cubic yard. Maximum water to cement plus fly ash ratio = 0.44. Site water addition is prohibited.
3. Air Entrainment shall be 4% to 7% for exterior concrete.
4. Maximum aggregate size =  $\frac{3}{4}$  inches.
  - a. Course Aggregate Content = 1,680 pound per cubic yard.
  - b. Fine Aggregate Content = 1,430 pounds per cubic yard.
5. Superplasticizer shall be added to the mix to increase slump to a range from 6” to 8” and may be redosed. Superplasticizer shall meet the requirements of ASTM C494, Type F or G, second or third generation.
6. Accelerating admixtures are prohibited.
7. Calcium chloride and admixtures containing any form of chloride are prohibited.

8. Water Reducer: ASTM C494 Type A.
9. Minimum 28 day compression strength = 4,000 psi.

#### **4.07 LIGHTING UNIT REMOVAL & REINSTALLATION**

**Description.** This work will be in accordance with Section 844.03 of the Standard Specifications except as modified herein.

The City of St. Charles can temporarily remove the streetlight if such complicates completion of the work. The footer will need to be protected from damage in all events. The streetlight should be out of service for as little time as possible. Contractor shall notify if temporary removal of the streetlight is part of their bid in the exemptions section. If not noted in the exemptions section, then the Contractor is expected to work around the light. Subsequent request to remove the light will require a contract deduct at least equivalent to the City's cost to temporarily remove the light.

**SOIL BORING DATA**

**Not Available**

**IEPA FORM LPC-662 OR LPC-663 (CCDD)**

**CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD)**

The Contractor is to be aware of and comply with CCDD requirements. The City of St. Charles will provide IEPA form LPC-662 or 663 as appropriate, which will be executed by the City and provided to the contractor at the pre-construction meeting. The contractor shall make sure that the CCDD site being utilized will accept the material based on the LPC-662 or 663 forms.

## **PERMITS**

**City of St. Charles has coordinated with KDOT prior to release of this bid. The City has applied for KDOT permit as a parallel path to this bid and it is expected that once a Contractor is selected, the City will be able to obtain a KDOT permit for the work.**

**Contractor will need to provide any contact data and insurance requirements for KDOT prior to award of the contract.**