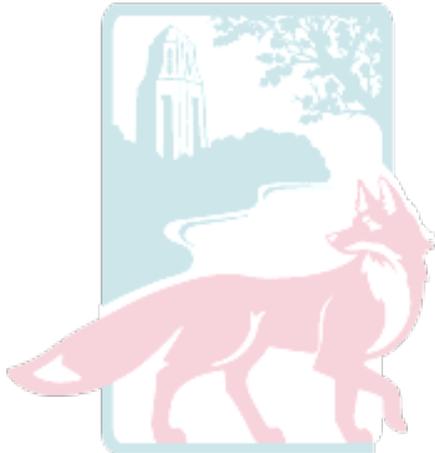


INVITATION TO BID
AND
SPECIFICATIONS
FOR

1734 Riverside Avenue – Demolition Services



CITY OF
CITY OF ST. CHARLES
ST. CHARLES

ILLINOIS

2019

ILLINOIS • SINCE 1834

SOLICITATION #1053

BID OPENING: July 8, 2019

Section 1 - Notice to Bidders

**City of St. Charles
Invitation to Bid
1734 Riverside Avenue - Demolition Services**

The City of St. Charles [City] is seeking a Contractor to perform demolition services to a residential dwelling located at 1734 Riverside Avenue in St. Charles, Illinois. The project shall consist of demolishing the structures located on the subject properties, disposing of all debris, and restoring the sites to a pre-developed state. The project shall include all permitting, preparation, labor, materials, equipment and supplies necessary to complete the project.

Timeline

The City anticipates the following timeline for award.

Bids Due	10:00 am July 8, 2019
Government Services Committee Approval	July 22, 2019
City Council Approval	August 5, 2019
Notice to Proceed	August 8, 2019
Completion Deadline	October 15, 2019

Demolition

1. Project Sites & Conditions

The City has assumed ownership of the following properties, which are the subject properties of this bid.

- a. 1734 Riverside Avenue

The properties are vacant, and the buildings are within the controls of the City. However, the City disclaims any responsibility that representations made by the City regarding conditions or quantities of materials will remain as they were when reviewed by the bidders/contractors during the bidding period, prior to award of the contract, or during the course of the work. The City disclaims any responsibility for any such changes.

2. Summary of Scope of Work

- a. Permitting, Notifications, and Landfill Approvals.

The Contractor shall procure and pay for all permits necessary to carry out the work, including those necessary while the streets or alleys are obstructed either by operations or by the storage of equipment or materials.

The contractor will determine whether any state or local permits or notifications are necessary to perform this work, and will be responsible for any associated fees. The City of St. Charles has indicated that there may be permits required, but there will be no City fees, as the work is being done for the City.

A Kane County Stormwater Permit will be required. The City of St. Charles Public Works Department will submit the permit and no fees will be charged to

the contractor for this permit. The Contractor shall be responsible for complying with all requirements of this permit.

Proper disposal of materials is required, including the hauling and disposal at a licensed subtitle D landfill. The contractor is responsible for obtaining landfill approval and for paying the landfill tipping fees, as well as any Clean Construction Debris Disposal (CCDD) testing.

- b. Erosion Control shall be provided in accordance with all local, county and state requirements. These sites are adjacent to a creek and within the floodplain and/or floodway. Silt fencing will be required prior to any demolition work.
- c. Site Security – The Contractor shall install a fence around the perimeter of the work zone to prevent unauthorized access.
- d. Utility Termination

Contractor shall terminate all utilities at each site.

- Gas disconnect shall be completed in accordance with Nicor specifications.
- City Water shall be disconnected at the water main, corporation stop removed and the main shall be sleeved. The main is anticipated to be found underneath the roadway, requiring trench backfill and a pavement patch, meeting the attached detail.
- Private Sanitary Services shall be cut and capped at the property line.
- The City will disconnect the electric service and remove the meter.

- e. Demolition

This contract calls for the demolition of one residential dwellings, as well as any and all outbuildings/concrete foundation footings and pads, driveways, residential sidewalks, mailbox, fences and all other hardscapes on the properties. Private shrubs along the fence line shall be removed and disposed. All trees shall remain. Upon completion, the property shall be restored to a pre-developed state with seed and blanket.

The contractor shall haul and properly discard all materials that require landfill disposal. These materials may include asbestos-containing materials, lead painted materials, and demolition debris. It is the contractor's responsibility to perform appropriate testing to determine if there are materials requiring special demolition, hauling or dump requirements. The contractor will line up landfill pricing and approvals, and the price must include payment of all landfill tipping fees and taxes. The price sheet includes a requirement to indicate the quantity of material the contractor estimates will require disposal at the landfill. This information will be used to help interpret bids.

No tree or brush removal is expected along the creek bank.

The contractor shall mobilize all necessary material and labor for the job. Equipment can be left at the job site at the contractor's sole risk. The City will not be responsible for lost, stolen, damaged, or vandalized equipment. The contractor may stage equipment at the Public Works Garage where access is restricted, at the contractor's sole risk.

f. Disposal of Materials

All materials removed from the buildings, including fixtures and appurtenances shall be the property of the Contractor and shall be entirely removed from the premises. The entire premises shall be cleared of all junk, refuse, debris, and materials resulting from the removal of the buildings and contents, down to the building floor. Upon completion of the work, the site shall be left in neat condition.

The contractor shall follow all applicable local, state, and federal laws, regulations and requirements for the disposal of lead, asbestos, and other routinely encountered hazardous substances.

With the contractor invoices, documentation of the quantities of materials handled and their destination will be provided. Copies of landfill disposal load listing will be provided with the contractor invoices, with a breakdown by waste type (asbestos demolition debris or lead containing brick/block). An estimate of the quantity of material (cubic yards or tons) removed for beneficial reuse will be provided with each contractor invoice. A summary of the scrap metal pounds recovered by type (copper, iron, etc.) will be provided with the contractor final invoice.

- g. Backfill all work site depressions and voids from basements and foundations, etc. with clean mixed clay, to 95% density in lifts no greater than one foot thick. *(Source ticket required).
- h. Restoration shall include a six inch cap of clean, pulverized black topsoil, seed and erosion control blanket. Restored ground shall be free of all large rocks as well as any and all demolition debris.
- i. Disturbance of the site shall be limited to the area of the structures being removed. No additional grading shall be performed.

3. Work Progress & Completion

- a. The work schedule shall be coordinated by the City and the Contractor.
- b. A written work schedule shall be agreed upon by the City and the Contractor prior to the commencement of work.

- c. All specified work shall be completed **no later than October 15, 2019**.
- d. The Contractor may not start work before 7:00 AM Monday through Friday.
- e. All work must be completed by 6:00 PM. *(Additional hours prior to 7 AM and after 6 PM must be approved in advance by the designated City representative).
- f. The Contractor may be restricted with respect to work hours each day depending on special events in the area and/or weather events.
- g. Weekend hours [Saturday and Sunday] must be approved in advance by the designated City representative.
- h. Upon commencement of the work specified herein, the Contractor shall work in consecutive regular work days, without delay, until completion of the specified work.
- i. The public streets and sidewalks shall be kept free of debris, litter, and mud throughout the performance of work under this contract.
- j. The public sidewalks and curbs that may serve as access for heavy equipment shall be planked with suitable timbers or plywood sheeting to prevent any damages from occurring.
- k. Any damage to public streets, sidewalks and curbs shall be repaired or replaced at the expense of the Contractor in accordance with the City of St. Charles construction specifications.
- l. Equipment use shall be limited to the footprint of the structure(s) and the most direct path to the structure from the road. Any additional earth disturbance shall be kept to the minimal amount required to perform the work.

4. Custody of the Properties, Buildings

Upon receipt of written order by the City to commence work, the buildings and their surroundings shall be under the custody of the Contractor.

5. Supervision & Documentation

- a. The City of St. Charles reserves the right to supervise the Demolition site however they see fit.
- b. The contractor will perform work to the satisfaction of the City and their designated representatives.

6. Asbestos Abatement

Contractor shall provide asbestos abatement services as part of this contract. All material containing friable asbestos shall be removed and properly disposed of. Upon completion

of the Asbestos remediation, Contractor shall provide written certification to the City that all asbestos containing materials have been removed.

An asbestos inspection report is attached to the bid document. Scope of asbestos removal is anticipated as follows:

- a. Duct Wrap – estimated 10 Linear Feet

Note: Any additional asbestos material not identified in the inspection shall be removed and properly disposed of.

7. Site and Traffic Control

- a. Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the premises through the life of this Contract.
- b. The Contractor shall provide and maintain the necessary barricades and traffic control necessary for the protection of the public during the progress of this work. Additional traffic control will be necessary for the water service disconnection.
- c. The site shall remain secure at all times through the utilization of construction fencing.
- d. Erosion control in accordance with State and County specifications shall be utilized and inspected daily to protect all on-site catch basins, public storm sewer inlets and the creek located near these sites, eliminating contamination from soil run-off and demolition debris.
- e. Silt collecting fabric or baskets shall be installed in all open grate storm sewer structures near the selected job sites and are to be removed by the contractor upon completion of the demolition work once all other equipment and materials have been removed.

8. Courteous Neighbor

- a. Site Cleanliness is a must. The Contractor shall be responsible for maintaining a clean work-site.
- b. Keep the property adjacent to buildings clean and free of debris.
- c. Do not store or permit removed materials and equipment to accumulate at the site.
- d. All materials and construction debris shall be removed as it is generated.
- e. The City will reserve the right to routinely inspect the job-site conditions and make recommendations based on observations and site conditions. These recommendations shall be mitigated immediately.
- f. Maintain fencing so that it is safe and functions as intended.

- g. Utilize water to keep the job-site free from dirt and dust.
- h. The Contractor shall not track spoils or demolition materials beyond the fenced in work zone. The roadway adjacent to the work-sites shall remain clean at all times.
- i. The contractor shall notify adjacent property owners of the work to be performed by letter or door hanger prior to mobilization. The notification shall include the address of the work to be performed as well as an anticipated start and end timeframe.

Work Delay – Cost of Labor and Materials

Any change in the above-referenced work schedule must be agreed upon by both parties. The contract price will remain fixed from the execution of the contract by the City and the Contractor through the completion of the specified work.

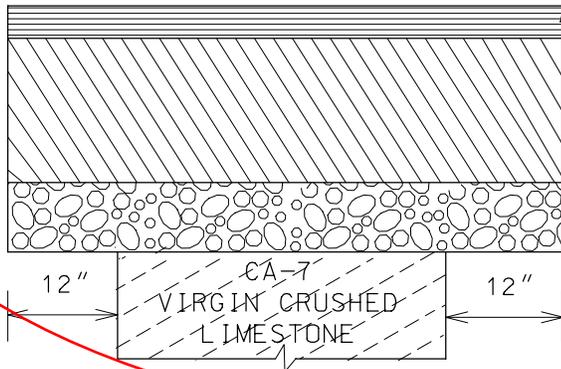
Professional Standard

The Contractor is required to have at least five (5) years of experience in demolition industry. They shall provide no less than five references for similar projects in other communities in the past three years, and have a demonstrated safety record.

Prevailing Wages

The Contractor shall abide by the Illinois Prevailing Wage Act, 820 ILCS 130, and must submit certified payroll records with all payment requests. Any request for payment submitted without certified payroll records will not be processed by the City Accounts Payable Department.

A. FLEXIBLE PAVEMENT

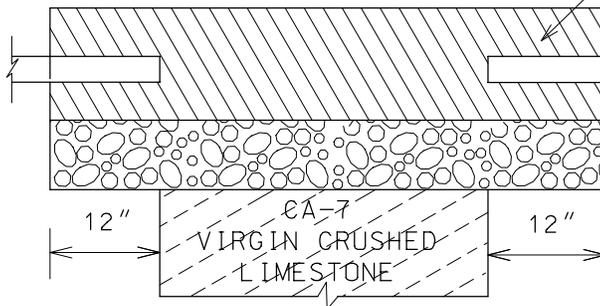


1½" (MIN) HOT MIX ASPHALT SURFACE COURSE (PLACED ON SECOND DAY, OR AS DIRECTED BY ENGINEERING DEPARTMENT) CONFORM TO IDOT HMA MIX SELECTION TABLE

8¼" (MIN) HOT MIX ASPHALT OR MATCH EXISTING THICKNESS, WHICHEVER IS GREATER

4" (MIN) SUBBASE GRANULAR MATERIAL

B. RIGID PAVEMENT

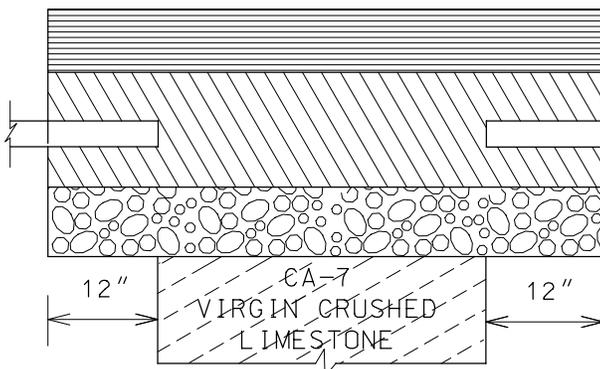


9" (MIN) PORTLAND CEMENT CONCRETE OR MATCH EXIST. THICKNESS, WHICHEVER IS GREATER

No. 6 EPOXY COATED DOWEL BARS, MIN. 24" LONG GROUTED IN PLACE AT 24" C.C.

4" (MIN) SUBBASE GRANULAR MATERIAL

C. COMPOSITE PAVEMENT



2½" (MIN) HOT MIX ASPHALT SURFACE COURSE, CONFORM TO IDOT HMA MIX SELECTION TABLE

8" (MIN) PORTLAND CEMENT CONCRETE OR MATCH EXIST. THICKNESS, WHICHEVER IS GREATER

No. 6 EPOXY COATED DOWEL BARS, MIN. 24" LONG GROUTED IN PLACE AT 24" C.C.

4" (MIN) SUBBASE GRANULAR MATERIAL

NOTE :

1. ALL PAVEMENT PATCHES SHALL BE SAWCUT FULL-DEPTH A MINIMUM OF ONE FOOT BEYOND THE LIMITS OF THE FAILED PAVEMENT IN ALL DIRECTIONS.
2. PORTLAND CEMENT CONCRETE SHALL CONFORM TO IDOT CLASS PP MIN. 3.500 PSI (6.1 BAG MIX) AT 14 DAYS, WITH 5 % TO 7 % AIR ENTRAINMENT. (NO FLY ASH ALLOWED)

NOT TO SCALE

PAVEMENT
PATCH
DETAIL

DATE: 12-8-10

June 5, 2019

Mr. Matt Larson
A3 Environmental, LLC
11 E. Main Street
St Charles, Illinois 60174

**RE: Pre-Demolition Asbestos Survey
1734 Riverside Avenue, St. Charles, Illinois
True North Project No. TII9378**

Dear Mr. Larson:

True North Consultants, Inc. was retained by A3 Environmental, LLC Inc. to conduct a pre-demolition asbestos survey of the single-family residential structure located at 1734 Riverside Avenue in St. Charles, Illinois (Site). Survey activities were performed by an Illinois Department of Public Health (IDPH) licensed Asbestos Building Inspector (Roy W. Bass Jr., License No. 100-19144) on May 29, 2019.

The purpose of the project was to determine the asbestos-content of suspect asbestos-containing materials at the Site prior to planned demolition activities. A total of thirty-six (36) samples were collected during the sampling event. The bulk samples were submitted to a National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis (Eurofins CEI, Inc. - Accreditation No. 101768-0).

The bulk samples were analyzed for asbestos content in accordance with the procedures for Polarized Light Microscopy (PLM) with dispersion staining, contained in the Environmental Protection Agency (EPA) *Method for the Determination of Asbestos in Bulk Building Materials* (EPA/600/R-93/116). Results of sample analysis were reported as a percent composition. The following is a summary of PLM analytical results for sampled materials:

Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
Window Caulk	SC-MMA-1,2,3	Located on the edge of the window frames where they meet the siding.	14 Windows	5% Chrysotile
Window Glazing	SC-MMB-1,2,3	Located on the edge of the glass where it meets the frames.	14 Windows	3% Chrysotile
Exterior Caulking	SC-MMC-1,2,3	Located where the siding meets the stone pillars.	100 Linear Feet	None Detected
9"x9" Floor Tile/Mastic Brown w/White Marks	SC-MFA-1,2,3	Located at the entranceway on the southeast side of the house.	50 Square Feet	5% Chrysotile
Sheet Flooring – Tan w/ Brown Marks	SC-MFB-1,2,3	Located in the kitchen and dining room.	300 Square Feet	None Detected

Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
1'x1' Ceiling Tiles – Holes	SC-MCA-1,2,3	Located in the room on the west of 1 st floor, entranceway on southeast corner and the bathroom.	300 Square Feet	None Detected
Drywall & Joint Compound	SC-MMD-1,2,3	Located on the walls and ceilings on the 1 st floor.	>1,000 Square Feet	<1% Chrysotile
Plaster	SC-MME-1,2,3	Located on the walls and ceilings on the 2 nd floor.	>1,000 Square Feet	None Detected
Textured Plaster	SC-SMA-1,2,3	Located on the walls and ceiling in the middle room on the 2 nd floor and above the 1'x1' ceiling tile in the room on the west side of 1 st floor.	900 Square Feet	None Detected
Duct Wrap	SC-TSA-1,2,3	Located on the duct in the room on the west side of the basement.	10 Linear Feet	65% Chrysotile
Sheet Flooring - Multicolored Squares	SC-MFC-1,2,3	Located on the basement stairs.	30 Square Feet	None Detected
Roofing Shingles	SC-MMF-1,2,3	Located on the roof of the house and garage	2,500 Square Feet	None Detected

Notes:

- (1) The scope of sampling was limited to the aforementioned materials only. In the event that additional suspect asbestos-containing materials are identified during planned demolition/renovation activities additional testing may be required.
- (2) Any quantities of material identified within this report are solely intended to be estimates and are not intended to be exact. Additional “concealed” materials may be present within walls, ceilings or other inaccessible locations.

The Environmental Protection Agency (EPA) defines asbestos-containing materials as those materials that contain greater than 1% asbestos. **Based upon the results of analysis, asbestos-containing materials were identified at the Site.**

It should be noted that trace amounts of asbestos (<1%) were detected within the drywall and joint compound within the structure when analyzed as a composite system. The EPA considers drywall joint compound to be an integral part of the wall system and therefore allows for composite sample analysis in determining the material’s regulatory classification. In that the concentrations of asbestos within the drywall and joint compound were determined to be below the regulatory threshold of 1% when analyzed as a composite sample, the material does not meet the regulatory definition of an “asbestos-containing material” and is therefore not regulated by the EPA. However, the OSHA *Asbestos Standard for the Construction Industry* (29 CFR 1926.1101) regulates the work activities that may result in the disturbance of drywall joint compound that contains asbestos at concentrations greater than 1% when identified in any single layer of a multi-layered system. As a result, appropriate controls should be employed during any work activities that may require the removal or disturbance of drywall joint compound at the Site.

Due to the health effects associated with asbestos exposure, various federal, state and local agencies have promulgated standards and regulations for the performance of asbestos-related activities. Specifically, asbestos-containing materials at the Site may be regulated by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Illinois Department of Public Health (IDPH) and other local agencies. In that asbestos



was identified at the Site, the aforementioned asbestos regulations may apply to the disturbance or removal of said materials.

Enclosed with this letter are copies of analytical results, site photographs and consultant licenses. If you have any questions regarding this report, please contact us at your convenience.

Sincerely,

TRUE NORTH CONSULTANTS

Michael D. Brennan
Senior Project Manager

Enclosures: Laboratory Analytical Report
Consultant Licenses & Certifications



APPENDIX A

Laboratory Analytical Report



APPENDIX B

Consultant Licenses & Certifications



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

ROY W BASS JR
683 PADDOCK LANE
BATAVIA, IL 60510

4/12/2019

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19144

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

			ASBESTOS PROFESSIONAL LICENSE		ENDORSEMENTS	TC EXPIRES
ID NUMBER 100 - 19144	ISSUED 4/12/2019	EXPIRES 05/15/2020	INSPECTOR		3/8/2020	
ROY W BASS JR 683 PADDOCK LANE BATAVIA, IL 60510 Environmental Health			PROJECT MANAGER AIR SAMPLING PROFESSIONAL		3/9/2020	
			Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.			

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov

PROPOSAL FORM

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

Bid Opening: Monday, July 8, 2019 at 10:00 a.m.

Bidder Information

Company Name: _____ Telephone: _____
Address: _____ Fax: _____
City, State, Zip: _____ Email: _____
Contact Person: _____

BID PRICE: Residential Dwelling Demolition

**The pricing submitted for the addresses below shall be a lump sum and shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the demolition project.*

1. 1734 Riverside Avenue Demolition (Complete).....\$ _____

Anticipated tons of material removed from site: _____ tons

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative Title

Company Name

Street Address

City State Zip Code

(Area Code) Phone Number

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the Bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles Bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All Bids submitted are binding for sixty (60) calendar days following the date of the Bid opening.**
- B. All Bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One Bid per Bidder is allowed.
- C. The award of Bids shall be made, after determination of the successful Bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful Bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all Bids, and to accept the Bid, which is in the opinion of the City Council, the lowest conforming Bid from a responsible Bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All Bids must be Bid on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and Bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the Bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.

The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's

Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning Bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning Bidder to purchase items for the Bid project, tax free. It is the intent that the contractor will include the savings into the bid or Bid.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

- H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30p.m. - 3:30 p.m.
- I. Each Bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.
- L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED _____ **x** _____ NOT REQUIRED _____

2. **MATERIALS:**

Only new, unused, first quality material and/or equipment shall be offered by the Bidder.

3. **BID RESULTS:**

Bid results may be available on the City's website, www.stcharlesil.gov, once they are tabulated or approved. In the alternative, the Bidder may supply a self-addressed, stamped envelope for obtaining Bid results. **NO** Bid results will be given by telephone.

4. **ADDENDUM**

Any interpretation of the specifications or other changes may be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the Bidder to check periodically with the web page on updates and addendums.

5. **BID DEPOSIT**

A 10% Bid deposit (certified check, cashier's check, or bank draft) or Bid bond **is** required to accompany this Bid. Failure to do so will eliminate the Bid.

REQUIRED _____ **NOT REQUIRED** _____ **x**

6. **PERFORMANCE & PAYMENT BONDS**

A performance bond in the amount of 100% of the Bid submitted **is** required within ten (10) calendar days of acceptance of the Bidder's proposal by the City. The performance 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 and payment bonds 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 and payment bonds 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.)

REQUIRED _____ **NOT REQUIRED** _____ **x**

7. **GENERAL GUARANTY**

The Bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) 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; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

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

9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the Bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his or her Bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

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 Finance Department Purchasing Office 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 ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED _____ **X** _____ NOT REQUIRED _____

For this specific project, the City of St. Charles is requiring a liability umbrella of \$5,000,000 (aggregate for this project).

REQUIRED _____ NOT REQUIRED _____ **X**

11. **CERTIFICATE OF COMPLIANCE**

All Bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **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.

13. **PREVAILING WAGE RATE**

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

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), the last four digits of the worker’s 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 five 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.

REQUIRED _____ x _____ NOT REQUIRED _____

14. **EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS**

The successful Bidder, within ten (10) business days after acceptance of the Bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the Bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the Bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the Bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the Bid opening, Bid deposits of all except the three lowest responsible Bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the Bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all Bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie Bid arise between local OR non-local Bidders.



City of St. Charles Certificate of Insurance Requirements

The Vendor/Contractor shall be required to carry and evidence insurance coverage with a standard Acord Certificate of Insurance with minimum limits applicable. Sample attached.

1. Minimum Insurance Requirements and Limits

<i>Coverage</i>		<i>Limits</i>
A. Automobile Liability	\$1,000,000	Combined single limit
B. Commercial General Liability	\$1,000,000	Per occurrence
	\$2,000,000	General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

C. Workers' Compensation	\$500,000	Per accident
(Employers' Liability)	\$500,000	Disease limit
	\$500,000	Each Disease
D. Umbrella Liability	\$5,000,000	Limit
E. Cyber (If Applicable)	\$1,000,000	Limit
F. Professional Liability (If Applicable)	\$1,000,000	Limit

2. Cancellation or Alteration

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City from their carrier.

4. Insurance Certificates

- A. Must be submitted ten (10) days prior to any work being performed to allow review of certificates.
- B. Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

5. Additional Insured and Broad Form Vendors' Liability in favor of the City.

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), shall be named as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed. This coverage will apply on a primary and noncontributory basis."

6. Minimum Insurance Carrier

All contractors, manufacturers/distributors, and suppliers' insurance carriers must comply with the minimum A.M Best rating of A-VI for all insurance carriers.



Illinois Department of Revenue
 Office of Local Government Services
 Sales Tax Exemption Section, 3-520
 101 W. Jefferson Street
 Springfield, IL 62702
 217 782-8881

January 2, 2015

**CITY OF ST CHARLES
 DIRECTOR OF FINANCE
 TWO EAST MAIN ST
 ST CHARLES IL 60174**

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

**E9996-0680-07
 to
 CITY OF ST CHARLES
 of
 ST CHARLES, IL**

The terms and conditions governing use of your exemption number remain unchanged.

**Office of Local Government Services
 Illinois Department of Revenue**

Issued To: _____
Company: _____
Date Issued: _____
Project: _____
Dates Valid: _____


 Christopher A. Minick, Director of Finance

STS-70 (R-2/98)
 R-492-3524
 10-0001288



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED 	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	CYBER (When Applicable) PROFESSIONAL LIABILITY (When Applicable)							\$ 1,000,000
								\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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, is added as Additional Insured, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Charles 2 E. Main St. St. Charles, IL 60174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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