

**SECTION 00510**

**Notice of Award**

Date: \_\_\_\_\_, 20\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: City of St. Charles – 2015 Sewer Lining Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of

\_\_\_\_\_

(\$ \_\_\_\_\_).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

City of St. Charles, Illinois

\_\_\_\_\_  
Hon. Raymond Rogina  
Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

**SECTION 00520**

**NOTICE TO PROCEED**

Date: \_\_\_\_\_, 2015

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: City of St. Charles – 2015 Sewer Lining Project

Owner: City of St. Charles, Illinois

You are hereby notified that the contract time for the above referenced project commences to run on \_\_\_\_\_, \_\_\_\_\_, **2015**. **On** this date you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion shall be \_\_\_\_\_, \_\_\_\_\_, **20**\_\_ and Final Completion shall be \_\_\_\_\_, \_\_\_\_\_, **20**\_\_.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **2015**

City of St. Charles, Illinois

\_\_\_\_\_  
Hon. Raymond Rogina  
Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

END 00520

SECTION 00530

CHANGE ORDER

Change Order No: \_\_\_\_\_

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

Date of Agreement: \_\_\_\_\_, 2015

Project: City of St. Charles – 2015 Sewer Lining Project

Owner: City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Original Contract Price	\$ _____
Amount of Previous Change Order(s)	\$ _____
Current Contract Price adjusted by Previous Change Order(s)	\$ _____
Change in Contract Price Due to this Change Order	\$ _____
Contract Price Including this Change Order	\$ _____

Change to Contract Time	_____	Calendar Days
The Contract Time will be adjusted by	_____	Calendar Days
The date for completion of all work will be	_____	Calendar Days

Approvals:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
City of St. Charles

**SECTION 00610**

**CONSTRUCTION PERFORMANCE BOND**

**SECTION 00610**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS: that**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_ hereinafter called Principal, and  
(Corporation Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

**CITY OF ST. CHARLES**  
(Name of Owner)

City Hall; 2 East Main Street; St. Charles, Illinois 60174  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_).

in lawful money of the UNITED STATES OF AMERICA for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ a copy of which is hereto attached and made a part hereof for the construction of:

**CITY OF ST. CHARLES  
2015 SEWER LINING PROJECT  
KANE AND DU PAGE COUNTIES, ILLINOIS**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of 2015.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
PRINCIPAL SECRETARY

(SEAL)

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS OF WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
SURETY SECRETARY:

(SEAL)

\_\_\_\_\_  
WITNESS AS TO SURETY BY ATTORNEY IN FACT

\_\_\_\_\_  
ADDRESS OF WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE:     Date of BOND must not be prior to date of Contract.  
           If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**SECTION 00620**

**CONSTRUCTION PAYMENT BOND**

**SECTION 00620**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

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hereinafter called Principal, and

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(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the City of St. Charles, Illinois, hereinafter called the OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the construction of:

**CITY OF ST. CHARLES, ILLINOIS  
2015 Sewer Lining Project**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used on connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall bridge the right of any beneficiary hereunder, whose claim may be unsatisfied.  
IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
PRINCIPAL SECRETARY

(SEAL)

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS OF WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
SURETY SECRETARY:

(SEAL)

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OWNER'S ATTORNEY

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ADDRESS OF ATTORNEY

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**IMPORTANT:** Surety companies executing bonds must hold certificates of authority as acceptable sureties and be authorized transact business in the State of Illinois.

**SECTION 00630**

**INSURANCE**

**SECTION 00630**

**INSURANCE**

**CERTIFICATE OF INSURANCE**

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

THIS IS TO CERTIFY TO \_\_\_\_\_  
(Name of Certificate-Holder)

OF \_\_\_\_\_  
(Address of Certificate-Holder)

that on the above date the following described insurance policies, issued by this Company, are in full force and effect:

Name of Insured \_\_\_\_\_

Address of Insured \_\_\_\_\_

TYPE OF INSURANCE		POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
				BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION				STATUTORY	NO COVERAGE
EMPLOYEE'S LIABILITY					NO COVERAGE
COMPREHENSIVE GENERAL LIABILITY				EACH OCCURRENCE AGGREGATE	EACH OCCURRENCE
COMPREHENSIVE AUTOMOBILE LIABILITY				EACH PERSON EACH OCCURRENCE	EACH OCCURRENCE
AUTO LIABILITY	OWNED AUTOS			EACH PERSON EACH OCCURRENCE	EACH OCCURRENCE
	HIRE AUTOS			EACH PERSON EACH OCCURRENCE	EACH OCCURRENCE
	OTHER NON-OWNED AUTOS			EACH PERSON EACH OCCURRENCE	EACH OCCURRENCE
OTHER					
DESCRIPTION AND LOCATION OF OPERATIONS					

ABOVE POLICIES INCLUDE THE FOLLOWING COVERAGES

- PREMISES OPERATIONS – ESCALATORS
- CONTRACTORS PROTECTIVE INDEPENDENT CONTRACTORS
- PRODUCTS – COMPLETED OPERATIONS
- PERSONAL INJURY (FALSE ARREST, LIBEL WRONGFUL EVICTION, ETC.)
- BROAD FORM P.D.
- XCU EXCLUSIONS DELETED WHERE APPLICABLE
- CONTRACTUAL LIABILITY WITH RESPECT TO HOLD HARMLESS AGREEMENT AS STATED IN THE CONTRACT DOCUMENTS

IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION AT LEAST (30) DAYS ADVANCE NOTICE WILL BE GIVEN TO WRITING TO CERTIFICATE HOLDER BY REGISTERED MAIL.

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NAME OF INSURANCE COMPANY	NAME OF AGENCY	ISSUED AT
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ADDRESS	AUTHORIZED AGENT	DATE
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## SECTION 00800

### SUPPLEMENTARY CONDITIONS

#### PART 1 GENERAL

##### 1.1 Additions, Deletions and Revisions

The following supplements shall modify, change, delete from, and/or add to the “Standard General Conditions of the Construction Contract” NSPE-ACEC-ASCE Document 1910-8-A1/A2, (1996 editions). 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. To the extent of a conflict, the provisions of the Supplementary Conditions control.

#### A. ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

##### 1.01.A.14: Contract Times

Replace Paragraph 1.01.A.14 in its entirety with the following:

Contract time shall be the time period commencing on the date of issuance of “Notice to Proceed” and concluding after expiration of the number of days specified in the Contract Documents by the Contractor for the satisfactory completion of the work.

##### 1.01.A.19: ENGINEER

Replace Paragraph 1.01.A.20 in its entirety with the following:

Whenever the word “ENGINEER” is used in the Contract Documents, it shall be understood to be the City of St. Charles, Illinois, and duly authorized representative thereof.

##### 1.01.A.30: OWNER

Add the following at the end of Paragraph 1.01.A.30 – “OWNER”:

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

#### B. ARTICLE 2 – PRELIMINARY MATTERS

##### 2.06: Preconstruction Conference

Add the following new Paragraphs 2.06.A.1 and 2.06.A.2:

2.06.A.1: A pre-construction conference shall be held as soon as possible after Award of Contract and before Work is started. The conference will be held at a location selected by Owner. The conference shall be attended by:

- a. Contractor's Office Representative.
- b. Contractor's Resident Superintendent.
- c. Any Subcontractor's or Supplier's representatives whom Contractor may desire to invite or Engineer may request.
- d. Owner's Representatives.
- e. Local Utilities Representatives (if applicable).

2.06.A.2: A suggested format would include, but not be limited to the following subjects:

- a. Presentation of a proposed construction schedule by Contractor.
- b. Check of required bonds and insurance certifications prior to notice to proceed.
- c. Chain of command, direction of correspondence, and coordinating responsibility between Contractor.

### C. ARTICLE 5 – BONDS AND INSURANCE

#### 5.02: Licensed Sureties and Insurers

Add the following at the end of Paragraph 5.02.A:

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

#### 5.04: CONTRACTOR's Liability Insurance

Add the following at the end of Paragraph 5.04.A:

The Contractor agrees that he will before the time of beginning work hereunder, take out and keep in force at all times for the duration of all work agreed to be done hereunder, policies of insurance with minimum limits as required under this Article with an insurer approved by the City of St. Charles. This insurance shall cover all operations under this Contract, whether such operations be by himself or by any subcontractor or materialmen or anyone directly employed by them.

Add the following new Paragraphs at the end of Paragraph 5.04.A:

7. Limits of liability for insurance required by paragraph 5.04 of General Conditions shall provide coverage for not less than following amounts or greater where required by laws and regulations:

Workers' Compensation, etc. under Paragraphs 5.04, Article A, Items 1 and 2 of General Conditions:

1.) State:	Statutory
2.) Applicable Federal (Longshoreman's)	Statutory
3.) Employer's Liability:	
Each Accident	\$500,000.00
Disease (policy limit)	\$500,000.00
Disease (each employee)	\$500,000.00

CONTRACTOR's General Liability Insurance under paragraphs 5.04 Article A, Items 3 through 5 of General Conditions (including Premises - Operations; Independent CONTRACTOR's Protection; Products and Completed Operations; Broad Form Property Damage).

General Aggregate (except products-completed operations)	\$2,000,000.00
Products (completed operations aggregate)	\$2,000,000.00
Personal/Advertising Injury (per person/organization)	\$1,000,000.00
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00
Fire Damage (Any One Fire)	\$50,000.00
Limit per Person Medical Expense (Any One Person)	\$5,000.00

Property Damage Liability Insurance will provide Coverage for Explosion, Collapse and Underground Damages.

Umbrella Liability (General Aggregate)	\$5,000,000.00
Umbrella Liability (Each Occurrence)	\$5,000,000.00

Comprehensive Motor Vehicle Liability under Paragraph 5.04, Article A, Item 6 of General Conditions (Combined Single Limit for Bodily Injury and Property Damage Liability, Each Accident)	\$1,000,000.00
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Add the following new Paragraphs at the end of Paragraph 5.04.B:

8. Additional liability coverage for OWNER and ENGINEER shall be provided as follows:

With respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds the City of St. Charles.

9. The commercial general liability shall be endorsed as primary and non contributory in favor of the additional insureds. A waiver of subrogation shall apply in favor of the above listed additional insureds on the general liability and worker's compensation policies for this project.

10. The Contractual Liability coverage required by Paragraph 5.04 Article B, Item 4 of the General Conditions shall provide coverage for not less than the following amounts.

1.) General Aggregate	\$2,000,000.00
2.) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00

Add the following new Paragraph 5.04.C:

5.04.C: 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 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 with respect to such work. The Contractor hereby agrees to hold the City of St. Charles its employees, agents, and Trotter and Associates, Inc. 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.

Add the following new Paragraph 5.04.D:

5.04.D: The CONTRACTOR shall also indemnify and hold harmless the City of St. Charles, and its agents from and against any and all claims and demands whatsoever, including cost, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of injury to, or death of, any person or persons 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 employed by them, or any of them, while engaged in the performance of the work or any activity associated therewith or relative thereto.

Add the following new Paragraph 5.04.E:

5.04.E: Applicable to All Policies

1. 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.
2. Certificate of insurance evidencing the required coverages shall be submitted to the OWNER prior to commencing work on the project.
3. To the extent of CONTRACTOR's indemnification liability herein, the CONTRACTOR shall include the City of St. Charles, their officers, agents and employees as insured to the extent of CONTRACTOR's indemnification herein on General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to the City of St. Charles. All insurance premiums shall be paid without cost to the City of St. Charles. The CONTRACTOR shall furnish the City of St. Charles with a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. The CONTRACTOR shall submit satisfactory proof of insurance simultaneously with the execution of this supplement.
4. The City of St. Charles shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation or reduction.
5. Provided that the CONTRACTOR maintains a financial rating of 5A2, as issued by Dunn and Bradstreet, Inc., at all time during the term of the Supplement, the CONTRACTOR may utilize a plan of self-insurance certified by the Department of Insurance, State of Illinois and the Illinois Industrial Commission for the minimum coverage required under Paragraph 5.04.A.7 above, provided that the CONTRACTOR

maintains said limits at all times during the supplement period and retains a current and viable certificate of self insurance from the State of Illinois and immediately provides a copy of said Certificate to the City of St. Charles. All insurance provided to the OWNER is primary and non-contributory with any insurance or self-insurance program maintained by the OWNER.

#### 5.06: Property Insurance

Delete the words “and will contain waiver provisions in accordance with paragraph 5.07.” in the eighth line of Paragraph 5.06.C:

Add the following new Paragraph 5.06.F:

#### 5.06.F: Property Insurance

1. Property insurance to the full insurable value of the work will be provided by the CONTRACTOR.
2. Such coverage shall be written on an “All Risk” Completed Value form.
3. The deductible under this policy shall be the responsibility of the CONTRACTOR.
4. The Named Insured shall include the Owner.

#### 5.07: Waiver of Rights

Delete Paragraph 5.07 in its entirety.

#### 5.09: Acceptance of Bonds and Insurance; Option to Replace

Delete Paragraph 5.09 in its entirety.

### D. ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

#### 6.05: Substitutes and “Or-Equals”

Add the following new Paragraph 6.05.A.3:

6.05.A.3: Substitutions: Comply with Section 01600 of the Specifications for specific methods of requesting approval of substitutions.

#### 6.06: Concerning Subcontractors, Suppliers, and Others

Delete the word “reasonable” in the fifth line of Paragraph 6.06.A.

Add the following new Paragraph 6.06.H:

6.06.H: Contractor shall not award Work to Subcontractor(s) in excess of 10% of the Contract Price without prior written approval of Owner.

#### 6.12: Record Documents

Add the following at the end of Paragraph 6.12.A:

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. All items and dimensions shall be specifically marked. The ends of all services shall be referenced to the front lot corners. The Contractor shall furnish the Owner with complete set of Record Drawings upon completion of the work.

6.17: Shop Drawings and Samples

Add the following new Paragraph 6.17.D.4:

6.17.D.4: CONTRACTOR shall comply with Section 01330 of the Specifications for detailed requirements for submitting Shop Drawings, Samples, Operator's Instructions, Service and Parts Manuals.

E. ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.02: Replacement of ENGINEER:

Delete the words "to whom CONTRACTOR makes no reasonable objection" in the second line of Paragraph 8.02.A.

F. ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.07: Correction Period:

Correction Period for repairing and/or replacing defective work shall commence upon Final Completion, not Substantial Completion.

G. ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.02: Progress Payments:

Add the following new Paragraphs at the end of Paragraph 14.02.A:

4. Payments to the CONTRACTOR shall be made on the basis of monthly estimates equal to 90 percent of the value of the work completed and approved by the ENGINEER including materials and equipment delivered to the job, until the project is substantially complete. When the work is substantially complete, the retainage may be reduced to five percent of all the additional work satisfactorily completed, Provided that the CONTRACTOR is making satisfactory progress, and there is no specific cause for greater withholding.

5. Payment Applications shall include:

- a. Transmittal Form
- b. Pay Request Form AIA G702, G703 or EJCDC 190-8-E
- c. Schedule of Values
- d. Material Tickets
- e. An Updated Construction Schedule
- f. Current Photographs of Construction Site

- g. Current Payroll Certification
- h. Current Waivers of Lien
- i. Contractor's Affidavit

6. CONTRACTOR shall be responsible for acquiring the blank pay request forms from AIA or EJCDC.

7. Waivers of Lien: Provide the OWNER with all waivers of lien prior to receipt of any payments for work completed.

8. After Substantial Completion, including Start-up, the withheld amount may be further reduced, below five percent, to that amount necessary to assure completion.

Replace Paragraph 14.02.C.1 in its entirety with the following:

1. Forty five days after the presentation to the OWNER of the Applications for Payment and accompanying documentation, the amount will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.09: Waiver of Claims

Delete Paragraph 14.09 in its entirety.

#### H. ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.02: OWNER May Terminate for Cause

Delete the word “persistent” from the first line of Paragraph 15.02.A.1.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END 00800

## SECTION 00825

### PREVAILING WAGE RATES

The Contractor shall pay prevailing wages in accordance with the Prevailing Wage Rate Act of the State of Illinois, Illinois Compiled Statutes, 1987, Chapter 820, par. 130/31, et. seq, and as amended by Public Acts 86-799 and 86-693 and consistent with Kane and DuPage Counties, Illinois and current City of St. Charles ordinance. Prior to submitting his bid, the Contractor must ensure that the wage rates used in arriving at his bid correspond to the month of the bid opening. The Owner may or may not issue an addendum prior to the bid opening in order to update the wage rates.

The Illinois Department of Labor maintains an internet web page from which the most recent prevailing wage rate information may be obtained.

The internet address is <http://www.state.il.us/agency/idol/rates/rates.HTM>.

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. A statement signed by the bidder or subcontractor shall accompany the certified payroll, 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.

END 00825

## SECTION 00850

### INDEX OF PLAN SHEETS

The City of St. Charles Sewer Division has compiled location map packets which locate and detail each of the sanitary sewer segments to be lined. These sheets shall be included as part of the bid package.

Location Maps  
For  
City of St. Charles, Illinois

2015 Sewer Lining Project

Sheets	Title
	Index of Sheets
1	Site Map
2	Locations #1 - #2
3	Locations #3 - #4
4	Location #5
5	Location #6
6	Locations #7 - #9
7	Locations #10 - #12
8	Location #13
9	Locations #14 - #19
10	Locations #20 - #22
11	Locations #23 - #25
12	Locations #26 - #29
13	Locations #30 - #31
14	Locations #Matisse Drive
15	Locations #Prairie Street

END 00850

# City of St. Charles

## Environmental Services - Sewer 2015 Lining Program

Map	Address	MH#		Pipe Size	Footage	Laterals
Location 1	Indiana St- Avalon	5.2-181	5.2-180	8	195	2
Location 2	Avalon Ct.	5.2-173	5.2-180	8	341	1
Location 3	Jeanette Ave.	3.1-089	3.1-088	8	286	7
Location 4	Jeanette Ave.	3.1-088	3.1-087	8	284	8
Location 5	Oak St.	5.2-070	5.2-066	8	272	6
				Total 8"	1378	
Location 6	S. 4t & Gray St	5.1-080	4.1-002	10	292	0
				Total 10"	292	
Location 7	12th & Gray St	5.1-021	5.1-022	12	320	2
Location 8	1116 Gray St	5.1-022	5.1-023	12	318	4
Location 9	S.10th & Gray St	5.1-023	5.1-024	12	299	2
Location 10	S. 9th & Gray St	5.1-024	5.1-025	12	285	NA
Location 11	818 Gray St	5.1-025	5.1-026	12	402	5
Location 12	728 Gray St.	5.1-026	5.1-060	12	385	4
Location 13	704 Gray St	5.1-060	5.1-199	12	188	1
				Total 12"	2197	
Location 14	2531 Dukane Dr	3.3-049	3.3-045	15	214	0
Location 15	2531 Dukane Dr	3.3-045	3.3-044	15	211	0
Location 16	405 Stone Dr.	3.3-081	3.3-046	15	315	2
Location 17	411 Stone Dr.	3.3-046	3.3-047	15	285	1
Location 18	417 Stone Dr	3.3-047	3.3-048	15	110	0
Location 19	417 Stone Dr	3.3-048	3.3-049	15	60	0
				Total 15"	1195	
Location 20	3709 Ohio Av	2.2-029	2.2-028	18	307	NA
Location 21	3701 Ohio Av	2.2-028	2.3-055	18	501	NA
Location 22	3701 Ohio Av	2.3-055	2.3-002	18	168	NA
Location 23	3655 Ohio Av	2.3-002	2.3-054	18	256	NA
Location 24	3655 Ohio Av	2.3-054	2.3-001	18	76	NA
Location 25	3415 Ohio Av	2.3-001	3.3-061	18	501	NA
Location 26	3415 Ohio Av	3.3-061	3.3-059	18	495	NA
				Total 18"	2304	

Location 27	Kirk Rd at RR Crossing	3.3-059	3.3-058	21	91	NA
Location 28	555 Kirk Rd	3.3-058	3.3-057	21	330	NA
Location 29	2701-2891 Dukane Dr	3.3-057	3.3-056	21	431	NA
Location 30	2551-2701 Dukane Dr	3.3-056	3.3-055	21	438	NA
Location 31	2531 Dukane Dr	3.3-055	3.3-044	21	440	NA

Total 21" 1730