

BIDDING DOCUMENTS
FOR
CHECKERBOARD LOT SITE IMPROVEMENTS



CITY OF ST. CHARLES
KANE COUNTY, ILLINOIS
JUNE 2019



Notice to Construction Service Providers

Checkerboard Lot Site Improvements #1051

A **Formal Invitation to Bid** for the above work is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>

Brief Description:

This project entails the reconstruction of the existing City Hall parking lot located at 2 East Main Street, St. Charles. Specific project components include complete removal of the existing pavement, new aggregate base course, new asphalt binder course and surface course, removal and replacement of curb and gutter, pavement markings, minor sidewalk improvements and minor drainage improvements.

Alternate #1 includes provisions to construct a colored concrete pavement in lieu of the asphalt pavement that is proposed as part of the base bid.

Alternate #2 includes provisions to furnish and install new decorative planters as well as a spray irrigation system for existing planters to remain, as well as new topsoil and plantings.

Targeted Timeframe *(subject to change without notice)*

ITB published	https://www.stcharlesil.gov/bids-proposals	Thursday	June 13, 2019
Questions due prior to 8:00 AM	Procurement@stcharlesil.gov	Friday	June 21, 2019
Answers published	https://www.stcharlesil.gov/bids-proposals	Tuesday	June 25, 2019
Responses to ITB due prior to 2:00 PM	reference sealed bid label	Thursday	June 27, 2019
There will be a public opening at City Hall, 2 East Main Street, St. Charles IL at 2:00 PM on Thursday, June 27, 2019			
Council Award	public City Council Meeting	Monday	July 15, 2019

Bid Bond of 10% is required with response.

The Illinois Prevailing Wage Act (820 ILCS 130/ 0.01-12) is applicable for this work.

Service Period:

May 1, 2019 – April 30, 2024 (5 years)

Solicitation Document includes:

Section 1: Notice to Construction Service Providers
Instructions to Offerors for Construction Services
Special Provisions for Construction Services
Requirements and Specifications and Exhibits

Section 2: Response Documents
Page 1: Response Cover Page
Page 2: Response Signature Page
Page 3: Response Cost Proposal Page
Page 4: Certification of Compliance
Page 5: **Construction Service Provider Response Requirements**
Page 6: Customized Mailing Label for Sealed Submittal

Section 3: Award Document
Exhibit A: Section 1 of the Solicitation Document and all Addenda
Exhibit B: Awarded Offer Response and Clarification Documents
Exhibit C: Insurance Requirements

Exhibit D: Change Order Document

Exhibit E: Listing of Material Suppliers; Subcontractors, Consultants and Agents; and Waiver of Lien Instructions and forms

Exhibit F: Wages of Employees on Public Works Kane County and DuPage County; and, by reference, Prevailing Wage Act Language

INSTRUCTIONS TO OFFERORS OF CONSTRUCTION SERVICES

Solicitations are open to all qualified businesses actively engaged in providing the materials, equipment, and construction related services specified and inferred. Active engagement will be verified via references.

SOLICITATION PROCESS

Invitation to Bid:

1. The City of St. Charles website, www.StCharlesil.gov/bids-proposals is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
2. It is the responsibility of the Offeror to seek clarification of any requirement that may not be clear. Questions concerning this invitation shall be submitted via e-mail to Procurement@stcharlesil.gov by the last date for questions as reflected on the cover page of this document. Any clarification, correction or change in the solicitation documents will be made by published Addendum. Interpretations, corrections or changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at www.StCharlesil.gov/bids-proposals. It is up to the Offeror to check this site for the most current addendum.
3. Offerors shall acknowledge the receipt of any addendum in the spaces designated in Section 4: Response Documents.

The Cone of Silence:

4. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
5. During the period beginning with the issuance of the solicitation document through the execution of the award document, Offerors are prohibited from all communications regarding this solicitation with City staff, City consultants, City agents, City legal counsel, or elected officials.
6. Any attempt by Offeror to influence a member or members of the aforementioned may be grounds to disqualify the Offeror from participation in this solicitation.

Exceptions to the Cone of Silence:

7. Written communications directed to Procurement@stcharlesil.gov
8. All communications occurring at pre-bid meetings
9. Oral presentations during finalist interviews, negotiation proceedings, or site visits
10. Oral presentations before publicly noticed committee meetings
11. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
12. Procurement of goods or services for Emergency situations

INVESTIGATION:

13. It shall be the responsibility of the Offeror to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
 - a. If the site of the work is an area restricted from the general public, a specified pre-bid meeting will be provided for all potential Offerors to perform their inspection.
 - b. If the site of the work is an area open to the general public, the potential Offeror may perform their inspection at a time of their choosing.
14. Offeror shall inspect in detail the site of the proposed work and familiarize themselves with all the local conditions affecting the work and the detailed requirements of delivery, installation, or construction.
15. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Offeror to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Offeror.

OFFERS:

16. Offers must be structured as stated in the Special Provisions for Construction Services section of the Invitation to Bid.
17. Documents should not utilize binders, folders, tabs or papers larger than 8.5 X 11.

18. Delivery of an offer is acceptance of the St. Charles Agreement for Contracted Services (*attached*). Offers containing terms and conditions contrary to those specified may be considered non-responsive.
 - a. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified in the space designated on page 1 of Section 4: Response Documents.
19. The City shall not accept an offer:
 - a. from a provider of construction services who is in arrears to the City or other government entity.
 - b. which is based upon any other offer, contract, or reference to any other document or numbers not included within these solicitation documents.

Signatures as Offer:

20. Under the conditions of the Uniform Commercial Code, the signing of the submittal by the Offeror constitutes an offer. If accepted by the City, the offer becomes part of the contract.
21. Offers by
 - a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
 - b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - c. Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers:

22. Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Division Manager at Procurement@stcharlesil.gov prior to the due date.
23. Offers may not be withdrawn after the due date without the approval of the Procurement Division Manager.
24. Negligence in preparing an offer confers no right of withdrawal after opening/due date.

Timeframe and Consequences:

25. Offers must be received before the designated time.
26. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
27. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Public Openings:

28. Formal offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Division Manager shall read the name of the Offeror, offered price, and note if deviations are stated. At the conclusion of the opening an *apparent* low offer will be announced.
 - a. All offers will be further reviewed for responsiveness/compliance, responsibility/contractor qualifications, and analysis of costs.
 - b. Award will be contingent on deviations, alternates, city budget, and approval by City Council.
29. Results of Openings will be published on the City's website www.StCharlesil.gov/bids-proposals within three (3) business days of the opening.
30. Offerors are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.
31. Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

REQUIREMENTS

Brand Names or Equal:

32. Specifications are prepared to describe the goods and services which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the contractor.
33. Specifications are not intended to exclude potential contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.
34. Consideration of other makes and models will be considered, provided the Offeror submits a request for pre-approval by the last date for questions as reflected on the cover page of this document. Offeror should state exactly what is proposed and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item and how the items differ. A written response in the form of a public addendum will be published on the City's website, www.StCharlesil.gov/bids-proposals.
35. If an offer does not indicate deviations or alternatives to the requirements and specifications, the City interprets the offer as fully compliant.

Deviations to Requirements and Alternate Offers:

36. If the Offeror is unable to meet the minimum specifications of the preapproved products, yet believes their product/work will meet the needs of the city, the Offeror may submit an Alternate Bid inclusive of material specification sheets, performance data, or other documentation justifying consideration.
37. If an Offeror plans to submit multiple offers, each offer must be packaged separately and identified both, on the outer envelope sealed bid label, and on the cover page of the offer, in a way that can be differentiated from other offer(s).
38. The Procurement Division Manager reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within the City's recommendation to award.

Quantities:

39. All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.
40. The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The Offeror accepts that the quantities stated are estimates only and will not hold the City bound to said number.
41. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

Bid Bonds:

42. The City may require a Bid Bond/Bid Deposit if so stated on the cover page.
43. Bid Bonds/Bid Deposits are typically ten percent (10%) of the full contract price unless depicted otherwise.
44. If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of St. Charles. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Offerors.
 - a. The Bid Deposit check of the successful Offeror will be retained until the contract has been executed and all required documents, including a Performance Bond if requested, is received.
 - b. The Bid Deposit check of the successful Offeror shall be forfeited to the City in the event that the Offeror withdraws its offer, or neglects, refuses or is unable to enter into a contract.
45. If Offeror chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

Environmental Requirements:

46. The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to provide services in an equitable manner for present and future generations.
47. Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material

content feasible. The City requests that Offerors suggest recycled content products as pre-approved equivalent alternatives.

48. Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post-consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
49. To help St. Charles become more sustainable, the Offerors sustainability policy, as well as green initiatives for this specific solicitation, may be requested for consideration in the evaluation of this solicitation.

PRICE:

50. The price offered shall remain firm throughout the duration of the contract.
51. Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
52. Price shall represent the entire cost of all requirements stated within the solicitation and contract. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, mobilizations, travel, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.
53. Delivery of Goods:
 - a. Shipping of Goods shall be F.O.B. Destination, Freight Pre-paid and Allowed.
 - b. Deliver goods to: St. Charles Inventory Control; 200 Devereaux Way; St. Charles, IL; 60174
 - c. When 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.
 - d. Advance notice of 48 hours is required by calling 630-377-4421.
 - e. Deliveries must occur between 7:00am - 3:30pm.

For Projects Bid as Time and Material:

54. Time, inclusive of but not limited to salaries, benefits, overtime, set-up, break-down, includes all costs associated with labor for this service.
55. Material, inclusive of but not limited to goods, components, equipment, includes all costs associated with all items necessary to complete this service.
 - a. Complete illustrative and technical data, drawings, and/or printed literature for the materials or equipment quoted should be included with the offer.
56. Overhead and Profit shall include all costs not covered under material or labor, such as fixed costs and taxes.

Discounts:

57. Discounts of less than thirty (30) days will be considered in the evaluation.
58. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
59. Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received or service completed - whichever is later.
60. Offers will be evaluated on both thirty (30) days and discount pricing.

Taxes:

61. Unit prices shall not include any local, state or federal taxes.
62. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
63. The City's Sales Tax Exemption Number is E9996- 0680-07.
64. The Contractor shall pay sales, consumer, use and other similar taxes.

EVALUATION OF OFFERS

Receipt of One (or too few) offers

65. If the City receives one or too few offers, as defined by the City, from a publicly broadcasted solicitation, the City

may reschedule the opening to a later date. The offers received will either be:

- a. returned unopened to the Offeror for re-submittal at the new due date and time, or
- b. if there are no changes in requirements, and pending agreement with the Offeror, held until the new due date and time

66. If the City does not receive any offers, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

Evaluation Team

67. An evaluation team will review all offers based on requirements. The evaluation team is composed of the Department Head, Project Manager, Procurement Division Manager and others as required.

Determining Responsiveness of the Offer:

68. Responsive Offers will be reviewed for compliance, and if compliant, will be deemed responsive.

69. Responsive offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation, inclusive of all requirements, compliant to all product specifications, able to meet delivery requirements, accepting of all contract terms and conditions.

70. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division Manager.

Determining Responsibility of the Offeror:

71. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Offeror.

72. Responsible Offerors' Qualifications will be reviewed, and if qualified, will be deemed responsible.

a. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Offeror.

b. Upon request by the City, Offerors shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements; ...

c. Offeror may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.

d. Offerors may be required to effect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.

e. Offerors may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Offeror.

i. The City will contact references to verify Offeror's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' feedback on the contractor's character, integrity, and reputation for good judgment.

73. The City reserves the right to eliminate an Offeror who has not demonstrated the required years of service within the required specialty.

74. The City reserves the right to determine if any of the above or other information might hinder or influence the quality of the work specified, or impair the prompt completion of additional work such as future maintenance and service.

a. Past unsatisfactory performance is sufficient to justify a finding of non-responsibility.

b. Previous award of work does not guarantee future award(s).

75. If the city's evaluation yields a concern with the potentially recommended Offeror's ability, the City reserves the right to require a Performance Bond at no additional cost to the city.

Cost

76. Cost of offers deemed both Responsive and Responsible will be reviewed by the evaluation committee.

- a. When there is a Base Bid and Alternates, the low Offeror shall be the lowest responsive and responsible offer submitted for the Base Bid and Alternate A. If all Bids and Alternate A exceed the project budget, the city reserves the right to award to the Offeror presenting the best alternatives for the city.
- b. When there is a Base Bid and Options, the low Offeror shall be the lowest responsive and responsible offer submitted for the best combinations for the city.

Waivers and Rejections of Offers:

77. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussions with Offerors to further clarify the offer as may be necessary. Clarification and/or correction of the offer shall be effected by submission to Procurement@stcharlesil.gov of the corrected page of the offer with changes documented and signed. Receipt must be within 3 hours of request.
78. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.
79. The City reserves the right to accept or reject any offer in which the Offeror names a total price for all the work without breaking down requested costs such as, but not limited to, material costs, labor costs, overhead, profit, and project phases.
80. Multiple offers from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation.
81. Reasonable grounds for believing that an Offeror is interested in more than one offer may result in rejection of all offers in which the Offeror is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.
 - a. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting an offer for work. However a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.
82. FOIA: If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until such time as the City awards or rejects the reissued solicitation.

Confidential Information

83. Offerors may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Offeror's financial condition at the end of the past fiscal year, an annual report or similar.
84. Offerors may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information will be subject to Illinois State FOIA requirements including the following exemptions:
 - a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
85. ***Offerors considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

Tie Bids:

86. Should identical low, responsive and responsible submittals be received from two or more vendors, quality and service being equal, the city shall exercise one of the following tie breaking methods:

- a. Tie Bid (two suppliers; 1 local and the other non-local): The local vendor shall be recommended for award.
- b. Tie Bid (two suppliers – each non-local): The Procurement Division Manager, with a witness present, will flip a coin with heads representing the vendor whose name appears first in alphabetical order. If the toss is heads, said vendor will be recommended for award.
- c. Tie Bid (three or more suppliers): The Procurement Division Manager, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each vendor cut the cards. The vendor who cuts the highest card (with Ace high) shall be recommended for award.

AWARD

87. The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations, price and other factors considered.
 - a. The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling, ordering lead times, equipment maintenance costs, standardization, demands on project management resources, soft costs of contract management and items typically identified with and relating to a "Life Cycle Cost Analysis".
88. Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
89. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.
 - a. Offeror may restrict their offer to consideration in the aggregate by so stating on the proposal form, but must name a unit price on each item.

REQUIREMENTS IF AWARDED THE WORK:

Contract

90. The successful Offeror is required to enter into a contract with the City covering all matters set forth in the solicitation document, and addenda.
91. Contract must be fully executed by the offeror within ten (10) days of notice to award. Any delays will postpone staff's submittal for City Council approval.

Registration

92. The successful Offeror, prior to the execution of the Purchase Order, or no later than 10 days after receipt of the contract, must be registered to do business in the State of Illinois.

Insurance:

93. The successful Offeror will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
94. Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the contract.
95. The Offerors obligation to purchase stated insurance cannot be waived by the city's action or inaction.

Bonds:

96. The successful Offeror, if awarded by contract, may be required to provide a bond/bonds. Said bonds must be through a bonding company listed on the Department of the Treasury's Listing of Certified Companies https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm.
97. Surety must be in compliance with any bond requirements mandated by the State of Illinois.

Security Clearance:

98. Background checks inclusive of finger printing may be required for contractors servicing secured areas. Contractors will submit a list of employees' names to the Project Manager who will coordinate background checks with the police department. Said list should include staff to cover absences or reassignment.
99. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone

showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

100. The contractor shall be responsible for all personnel engaged in the work. Contractor must ensure that: said personnel have been completely and satisfactorily cleared by the City of St. Charles for work within secure areas; a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared for work; equipment and personnel do not enter facilities except as required during the progress of the work.
101. The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. The City must be provided written notice prior to time of replacement.

Audit:

102. The successful Offeror may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

PROTESTS:

103. Any Offeror who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
- a. Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Division Manager no later than the last date for questions as reflected on the cover page of this document.
 - b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Division Manager no later than three business days after results are publicly posted.
104. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims) and recommendation for further action.
105. A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
- a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Offeror filing the protest.
 - b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
106. Upon receipt of the notice of protest, the Procurement Division Manager shall stop the award process.
- a. The Procurement Division Manager will rule on the protest in writing within two business days from receipt of protest.
 - b. Appeals of the Procurement Division Manager's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c. The City Administrator's decision is final.

OTHER ENTITY USE:

107. Although this solicitation is specific to the City of St. Charles, Offerors have the option of allowing this offer, if

awarded by the City to the Offeror, to be available to other local entities and agencies within the Kane-DuPage-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

108. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Offeror.

Special Provisions for Construction Services

Part 1: REGARDING THE SOLICITATION PROCESS:

A) Submittal Structure:

- 1) Response Cover Page will be page 1 of your submittal (*attached*)
- 2) Response Signature Page will be page 2 of your submittal (*attached*)
- 3) Response Price Proposal Page will be page 3 of your submittal (*attached*)
- 4) Certification of Compliance will be page 4 of your submittal (*attached*)
- 5) Response Requirements (*attached*), and the requested attachments, will be page 5+ of your submittal
- 6) Submit all of the below in one sealed envelope identified with the enclosed label:
 - a. 1 original for Procurement
 - b. 1 original for Project Manager
 - c. 1 file copy via USB Flashdrive for Procurement identified with solicitation # and project name.
 - d. If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
 1. 1 redacted original identified as REDACTED ORIGINAL
 2. 1 file copy on the same above USB Flashdrive, identifying file as REDACTED ORIGINAL

B) Construction Service Provider Response Requirements (*reference Proposal Response Documents page 5*)

C) Cost Proposal (*reference Proposal Response Documents page 3*)

Part 2: REGARDING THE WORK

D) The St. Charles Agreement for Construction Services is attached for reference at the end of this document.

E) Contract Administration:

- 1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
- 2) Once the "Work May Proceed" order is issued, the work will be turned over to the city's Project Manager.
 - a. The Project Manager's primary responsibility is to assure the city receives the construction services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

F) Communications Plan: The Construction Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered, etc. The updates can be in person or over the phone, at the discretion of the city.

G) Change Order Procedure: The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
- 3) Change orders will describe the city approved change(s), will refer to the construction service provider's recommended proposal for change, and will be signed by the city and the construction service provider prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
- 5) If the construction service provider's proposal is found to be satisfactory and in proper order, and both parties

agree upon cost or credit and timeframe for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

H) Payment:

- 1) Services shall be invoiced on a monthly basis.
- 2) Authorization of payment requires receipt of construction service providers invoice, acceptance of services by Project Manager and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

I) Service Issues: The construction service provider shall not be reimbursed until services are compliant.

Requirements and Specifications

See attached Specification.



Response Cover Page

This is page #1 of your response.

Checkerboard Lot Site Improvements - #1051

Based on
Addendum # _____

Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.

Proposal Prepared By:		Contacts:	
Firm Name		Operations: Scheduling and Managing the Work	
DBA		Contact Name	
Address		Contact Phone #	
		Contact E-mail	
City, St, Zip		Sales: Price, Quality, and Service	
Signature		Contact Name	
Print Name		Contact Phone #	
Position		Contact E-Mail	
Phone #		Customer Service: Purchase Order, Invoicing, Payment	
Fax #		Contact Name	
E-mail Address		Contact Phone #	
		Contact E-Mail	

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):

For Office Use:
S/G/B
Originator:
CPR:
CC: W9 COI
Disc: w/i



Signature Page

This is page #2 of your response.

Checkerboard Lot Site Improvements -#1051

Based on
Addendum # _____

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

Attach seal here.



Response Price Proposal Page

This is page #3 of your response.

Checkerboard Lot Site Improvements -#1051

Based on
Addendum # _____

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

Checkerboard Lot Site Improvements

Base Bid Total: \$

Alternate Bid #1 Total: \$

Alternate Bid #2 Total: \$

This is a unit price contract. Please refer to attached bid schedule.

Please confirm that all fees, inclusive of but not limited to: shipping, handling, freight, stocking, mobilizations, delivery, fuel sur-charge, permits, manufacturer's warranty including repair and replacement of parts and labor within warranty period; ... are included within the above prices. Yes No

We accept payment via City of St. Charles credit card. Yes No

We allow a discount of _____% if payment is received within _____ days of invoice.

We allow these terms for all business conducted with the City of St. Charles. Yes No

BID SCHEDULE

Checkerboard Parking Lot Improvements City of St. Charles

BASE BID

ITEM	CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	50	CU YD		
2	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	662	SQ YD		
3	30300001	AGGREGATE SUBGRADE IMPROVEMENT	50	CU YD		
4	35101500	AGGREGATE BASE COURSE, TYPE B	168	CU YD		
5	35800100	PREPARATION OF BASE	662	SQ YD		
6	40600275	BITUMINOUS MATERIALS (PRIME COAT)	1,490	POUND		
7	40600290	BITUMINOUS MATERIALS (TACK COAT)	298	POUND		
8	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	153	TON		
9	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	77	TON		
10	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	1,207	SQ FT		
11	42400800	DETECTABLE WARNINGS	10	SQ FT		
12	44000100	PAVEMENT REMOVAL	642	SQ YD		
13	44000300	CURB REMOVAL	59	FOOT		
14	44000500	COMBINATION CURB AND GUTTER REMOVAL	88	FOOT		
15	44000600	SIDEWALK REMOVAL	1,443	SQ FT		
16	550A0640	STORM SEWERS, CLASS A, TYPE 3 12"	30	FOOT		
17	60218400	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH		
18	60219300	MANHOLES, TYPE A, 4' DIAMETER, TYPE 11 FRAME AND GRATE	1	EACH		
19	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	1	EACH		
20	60500040	REMOVING MANHOLES	2	EACH		
21	60600605	CONCRETE CURB, TYPE B	43	FOOT		
22	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	184	FOOT		
23	67100100	MOBILIZATION	1	L SUM		
24	78001100	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	5	SQ FT		
25	78001110	PAINT PAVEMENT MARKING - LINE 4"	559	FOOT		
26		CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	1	L SUM		
27		RELOCATE SIGN PANEL TYPE 1 (SPECIAL)	1	EACH		
28		CONCRETE PLANTER BED REMOVAL	2	EACH		

BASE BID TOTAL = _____

ALTERNATE BID #1

ITEM	CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
		DEDUCTIONS FROM THE BASE BID				
29	35101500	AGGREGATE BASE COURSE, TYPE B	37	CU YD		
30	40600275	BITUMINOUS MATERIALS (PRIME COAT)	1,490	POUND		
31	40600290	BITUMINOUS MATERIALS (TACK COAT)	298	POUND		
32	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	153	TON		
33	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	77	TON		
		ADDITIONS TO THE BASE BID				
34	42000300	PORTLAND CEMENT CONCRETE PAVEMENT 8"	662	SQ YD		
35		CONCRETE COLOR ADDITIVE	157	CU YD		
36		CONSTRUCTION OF COMPASS DESIGN IN PAVEMENT	1	L SUM		

ALTERNATE BID #1 TOTAL = _____

ALTERNATE BID #2

ITEM	CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
		ADDITIONS TO THE BASE BID				
37		DECORATIVE PLANTERS	4	EACH		
38		FURNISH AND PLACE TOPSOIL	40	CU YD		
39		SPRAY IRRIGATION SYSTEM	1	L SUM		

ALTERNATE BID #2 TOTAL = _____



Certification of Compliance

This is page #4 of your response.

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Check One:

- There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.
- There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name _____ Signature _____ Date _____



Service Provider Response Requirements

This, and the attached answers, is page #5 of your response.

Checkerboard Lot Site Improvements -#1051

Please provide the below information in the order requested, identifying each section number.

Experience and Capabilities

1. Experience as evidenced by a listing of five (5) references
 - a. References must be from projects similar in size and scope within the past five (5) years.
 - b. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment.
 - c. One business represents one reference – regardless of number of projects completed for that business.
 - d. Individuals will not qualify as references.
 - e. The City of St. Charles does not qualify as a reference.
 - f. References within the greater Chicago area preferred.
 - g. Proposer may not be given credit for references if, upon checking references, those references do not reply within 3 business days.
 - h. If proposer provides fewer references than requested, or some of those references did not respond, the proposer will receive only a portion of the points for that evaluation criterion.
2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank
3. Provide a W9

Statement of Experience (not to exceed 3 pages)

4. How many years has your firm been in business under this name?
5. How many years has your firm been in business under: Any other name? Other ownership? Provide details.
6. What is the value of the firm's work: Completed in the past 12 months? Now under contract?
7. What is the number of clients in your firm: Serviced in the past 12 months? Now under contract?

Work Specific Knowledge

8. Credentials / Licenses / Certifications for work to be completed.
9. Attach a list of the areas of work that will be performed by a sub-contractor or other firm.

Safety Risk

10. Certificate of Insurance
11. A brief explanation of the following:
 - a. A time your organization failed to complete a contract
 - b. Bankruptcy or reorganization
 - c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years

St. Charles Agreement for Construction Services
Checkerboard Lot Site Improvements



Customized Mailing Label For Sealed Submittal

Checkerboard Lot Site Improvements -#1051

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.

	Sealed Submittal Checkerboard Lot Site Improvements #1051
DUE: Thursday, June 27, 2019 Prior to: 2:00 PM	
FROM:	
Firm Name	
TO:	
Receptionist / City Hall	
City Of St Charles	
2 East Main Street	
St Charles, Il 60174	

St. Charles Agreement for Construction Services Checkerboard Lot Site Improvements

This agreement for construction services ("**Agreement**") has been awarded on _____, 2019 by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and _____ a (Inc/LLC/Co/sole proprietorship) ("**Contractor**"), located at _____. City and Contractor are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued an Invitation to Bid (**Solicitation**) for construction entitled Checkerboard Lot Site Improvements ("**Project**");

Whereas, the Contractor submitted an offer in response to the Solicitation and the Contractor represents that it is ready, willing and able to perform the project specified in the solicitation;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Contractor the Project, inclusive of Alternatives # _____ in a total amount not to exceed \$ _____; [Options not listed have not been awarded.]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. **Incorporated Documents.** The Contract consists of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- a. The Work May Proceed document will be generated upon contract execution and City's Purchase Order distribution. The Work May Proceed document is incorporated as the first page of this Contract. The Purchase Order Number will become the identification number for all transactions during this fiscal year and must be referenced on all related documents, inclusive of invoices. **Work may not begin until issuance of the Work May Proceed.**
 - b. The City's Solicitation Package (minus the response pages and sample award documents), all addenda and any related documents is attached as **Exhibit A**
 - c. The Contractor's offer and all related documents is attached as **Exhibit B**
 - d. The City's Insurance Requirements and Sample Acord Certificate of Insurance is attached as **Exhibit C**
 - e. Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
 - f. Listing of Material Suppliers; Subcontractors, Consultants and Agents; and Waiver of Lien Instructions and forms are attached as **Exhibit E**
 - g. Wages of Employees on Public Works is attached as **Exhibit F**
 - i. Prevailing Wage Act FAQ by the Illinois Department of labor are incorporated herein by reference and can be found at <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>
 - ii. Prevailing Wage Act, 820 ILCS 103/.01 et seq. is incorporated herein by reference and can be found at <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405&ChapAct=820%26nbsp%3bILCS%26nbsp%3b130/&ChapterID=68&ChapterName=EMPLOYMENT&ActName=Prevailing+Wage+Act>.

- B. **Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. **Scope of Services.** Contractor shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Contractor [**Exhibit B**].
- a. **Truthful and Accurate.** Contractor represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - b. **Necessary Documentation.** Contractor acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits and other information and reports.
- B. **Status of Independent Contractor.** Both City and Contractor agree that Contractor will act as an Independent Contractor in the performance of the Project. Accordingly, the Independent Contractor shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Contractor's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Contractor further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Contractor is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Contractor specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Contractor, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Contract.

Article 3: Term

- A. **Term.** This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. **Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Contractor's principal or Contractor's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Contractor for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Contractor shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Contractor is grounds for termination of the Contract. The City will notify the Contractor in writing with a 24 hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Contractor, the City has the authority to contract with an alternate contractor to complete this Contract. The Contractor shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate contractor, including any loss due to alternate contractor compensation. The City may deduct expenses and loss, due to breach, from payment to the Contractor for services already performed. Failure to deduct expenses and losses from the City's payment to the Contractor does not relieve the contractor from the Terms of this condition nor bar the City from seeking alternative legal remedies.
 - b. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Contractor with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual

obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Contractor has commenced, the termination date controls the final invoice by the Contractor for previous services under this Contract. The termination date controls all payment obligations of the City to the Contractor. Payment by the City to the Contractor upon termination for unappropriated funds constitutes full satisfaction for construction rendered.

- c. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the contractor with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Contractor for previous services under this Contract. The termination date controls all payment obligations of the City to the Contractor. Payment by the City to the Contractor upon termination for convenience constitutes full satisfaction for construction services rendered.
- d. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, “Act of God”, act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

- C. **Liquidated Damages.** Time is of the essence in the performance of all the terms and conditions of this Contract. Failure to meet stated terms may result in Liquidated Damages in the amount of \$500 per calendar day.
- D. **Stop Work.** The City may, at any time by written order, require the Contractor to stop all or part of the services required by this contract. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

- A. **Price.** The City shall pay the Contractor for services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price as stated on page 1 may not be increased unless the City’s Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** Contractor shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule making explicit the percentage of completion of services as of the date of the invoice; certified payroll; waivers of lien; packing slips; work orders; and supplier’s invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt payment Act or Contractor’s invoice, whichever is more favorable to the City.
 - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council’s approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Contractor’s final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. **Consent and Approvals.** The City and the Contractor represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Contractor performing work shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified and under the terms stipulated in **Exhibit C**.
- a. The Contractor shall not allow any subcontractor to commence work on this project until the same insurance has been obtained by the subcontractor and the contractor is in receipt of an approved Certificate of Insurance. The Contractor and their Subcontractors shall maintain all insurance for not less than one (1) year after completion of this contract.
- C. **Standard of Performance.** Contractor warrants that the service provided, under the fully incorporated Contract, by the Contractor and any and all employees, subcontractors, consultants, or agents is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Contractor and its employees, subcontractors, consultants, or agents shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. **Best Efforts.** The Contractor shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Contractor shall remain solely responsible for the professional and technical accuracy of all construction and deliverables furnished, whether such service is rendered by the material suppliers, fabricators, subcontractors, consultants or agents. The Contractor is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to construction. Any change to the character, form, quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. **Non-disclosure.** The Contractor, its employees, subcontractors, consultants, or agents may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Contractor shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. **No Duty.** The Contractor shall not imply any authority to act as an agent of the City. The Contractor's duties to the City are limited by express authorization under this Contract and by statute.
- G. **Hold Harmless and Indemnification.**
- a. **Patents and Copyrights.** Contractor warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Contractor shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Contractor will, upon request of the City and at the Contractor's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Contractor.
- b. **Loss and Liability.** The Contractor shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, consultant, or contractor hired to provide any goods or perform any services on behalf of the Contractor.

Article 6: Policies

- A. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Contractor agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers possession.
- a. **Timeliness.** The Contractor shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. **Free of Charge.** The Contractor agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. **Hold Harmless.** Should the Contractor deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Contractor agrees to pay any and all costs connected with the defense of the Contractor's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Contractor agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.
- B. **Suppliers and Subcontractors.** The contractor may subcontract portions of the materials and work.
- a. These Material Suppliers and Subcontractors, Consultants, and Agents shall conform, in all respects, to the applicable provisions specified, inclusive but not limited to, insurance requirements and prevailing wage.
 - b. The Contractor shall provide to the City a full listing of the Contractor's Material Suppliers, Subcontractors, Consultants, and Agents, including the corresponding Project value of each, on a City Material Suppliers, Subcontractors, Consultants, and Agents Form attached as an addendum to this Contract. [**Exhibit E**]
 - c. Material Suppliers, Subcontractors, Consultants, and Agents may not be transferred to any other party or parties without the written consent of the City.
 - d. Any request for payment to the Material Suppliers, Subcontractors, Consultants, and Agents for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.
- C. **Prevailing Wage.** When applicable to a public project, the Contractor shall comply with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("Act"). Both the City and the Contractor agree that the Contractor has the sole responsibility to procure legal counsel with respect to any Contractor or subcontractor question regarding the Act. [**Exhibit F**]
- a. **Provisions.** Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract; the submission of certified monthly payroll reports are required per 820 ILCS 130/5.
 - b. **Virtual Attachment.**
 - i. Act provisions are attached in the "Prevailing Wage Act FAQ" by the Illinois Department of Labor at <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>
 - ii. <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405&ChapAct=820%26nbsp%3bILCS%26nbsp%3b130/&ChapterID=68&ChapterName=EMPLOYMENT&ActName=Prevailing+Wage+Act>
 - iii. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane and the County of DuPage are available at <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision.
 - iv. Failure on the part of Contractor or its subcontractor to access the attachments does not relieve the Contractor or its subcontractor from strict adherence to the Act and all of its Codified provisions.
 - c. **Subcontractor.** Contractor is responsible for all subcontractor compliance with the Act, pursuant to this Contract.

- d. **Certified Payroll.** Contractor and its subcontractors shall submit certified payroll records pursuant to the Act. Certified payroll records shall be attached and transmitted with the appropriate invoice to AccountsPayable@stcharlesil.gov. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the Contractor until compliance with the reporting requirements is achieved.

D. Discrimination Prohibited.

- a. **Equal Employment Opportunity.** Contractor shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
- b. **ADA.** Contractor shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors; shall be integrated in writing on a City of St. Charles Change Order form. [Exhibit D]
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Contractor either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** Contractor shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:

- a. **If to the City** **If to the Contractor**

City of St. Charles
Attn: Procurement Division Manager
2 East Main Street
St. Charles, IL 60174
Fax: 630.377.4487
Email: Procurement@stcharlesil.gov
Phone: 630.762.6936

- b. **With electronic copies to**
Purchasing Division Manager: Procurement@stcharlesil.gov
Project Manager: Mr. AJ Reineking; areineking@stcharlesil.gov

Article 8: Applicability

- A. **Other Entity Use.** The Contractor may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar project services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Contractor to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. **Severability.** If any provision of this Contractor is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor.

For: City of St. Charles

By: _____
Project Manager

ATTEST _____

DATE _____

Joan M. Schouten; Procurement Division Manager

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

Prior to commencement of work governed by contract between the City of St. Charles (**City**) and the Construction Contractor (**Insured**), the Construction Contractor and each of its subcontractors, consultants and agents hired to perform the work for the Project, shall provide the City with satisfactory evidence of insurance coverage.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.
 - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
 - a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
 - b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Construction Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.
 - a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Contract will terminate.



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.

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.

PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED Sample

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Contractors Pollution, Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project Name, Project Number
The City of St. Charles and any official, trustee, director, officer or employee of the City (plus holder or mortgagee as designated by the City), are added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

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

CHANGE ORDER: Checkerboard Lot Site Improvements

Exhibit D

Contract #1051 PO# _____ Amendment # _____

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions |
| <input type="checkbox"/> Change in Scope | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> | |

2. The effect of this change is (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____ | <input type="checkbox"/> Extension of _____ (calendar / work) days |
| <input type="checkbox"/> Material is increased by \$ _____ | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ | |
| <input type="checkbox"/> | |

3. Attachments Supporting Change Order (check all that apply)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) | |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	a	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	b	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	c	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* $d=(b+c)$	\$ _____	d	New Time of Completion inclusive of this Change Order $d=(b+c)$ _____
Cumulative Price change since execution* $e=(d-a)$	\$ _____	e	Cumulative Time of completion since execution (expressed as total days)** $e=(d-a)$ _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? Yes or NO	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

For Office Use Only

City Project Manager _____ date _____

Contractor/Professional Service Provider _____ date _____

Listing of Material Suppliers

Item: _____	Supplier: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Item: _____	Supplier: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Item: _____	Supplier: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Item: _____	Supplier: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____

I will not be using any Material Suppliers for this Project.

Listing of Subcontractors, Consultants, and Agents

Service: _____	Company Name: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Service: _____	Company Name: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Service: _____	Company Name: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____
Service: _____	Company Name: _____
	Contact Name: _____
Dollar Value: \$ _____	Contact Phone/e-mail: _____

I will not be using any Subcontractors, Consultants, and Agents for this Project.

Waiver and Affidavit Instructions

The following information is being provided in an effort to minimize the delays caused by incomplete or improperly completed waivers or contractor's affidavit forms.

The Partial Waiver form is a Waiver of Lien to Date and a Contractor's Affidavit. The Final Waiver form is a Final Waiver of Lien and a Contractor's Affidavit.

You must complete and sign both the waiver section and the affidavit section on each form before you submit the form. The signature on the affidavit section of the form must be notarized.

Waiver of Lien

1. Enter Freedom Title Corporation file number, if known.
2. Enter the name of the party you contracted with for the service to be performed. Review your contract for correct name, if necessary.
3. Enter the service or materials you agreed to perform or supply (type of work).
4. Enter the complete street address or a sufficient legal description to identify the property, if vacant.
5. Enter the name of the record owner of the property.
6. Enter the dollar amount of this payment, spelled out in words.
7. Enter the same dollar amount of this payment, written in numbers.
8. Date the waiver.
9. Enter the name and address of your company or business; sign the waiver and state your title (i.e. owner, president, partner, etc.)

Contractor's Affidavit

1. Enter your name.
2. Identify your position held in the company (i.e., owner, president, partner, etc.)
3. Enter your company or business name.
4. Enter the service or materials you agreed to perform or supply (type of work).
5. Enter the complete street address or a sufficient legal description to identify the property, if vacant.
6. Enter the name of the record owner of the property.
7. Enter the total contract amount, written in numbers, INCLUDING ALL EXTRAS AND CHANGE ORDERS, BOTH ORAL AND WRITTEN.
8. Enter the total amount of all payments you previously received, written in numbers. If you previously received nothing, use "0".
9. Identify all subcontractors and materialmen with whom your company has contracted for labor, materials, or supplies for the project.

For Each Subcontractor Or Materialman Listed:

- A. Describe the type of work performed or the materials supplied by the sub-contractor or materialman.
- B. Enter the total amount of the subcontract, including change orders, both oral and written.
- C. Enter the total amount of all payments previously made to the subcontractor or materialman, and attach waivers for those payments;
- D. Enter the total amount of the current payment to the subcontractor or materialman, and attach a waiver for the payment;
- E. Enter the balance due under the subcontract; and total columns.

If There Are No Materialmen Hired, because all materials were taken from fully paid stock, the following statement must be made:

"My suppliers are: Name _____ Address _____.

All material was withdrawn from fully paid stock and delivered to job site in my/our own truck." **If There Are No Subcontractors For Labor Hired**, then the following statement must be made "All labor is paid."

10. Date the affidavit.
11. Sign the affidavit.
12. Have a notary date, sign and seal the affidavit.

St. Charles Agreement for Construction Services

This contract may be subject to the "Prevailing Wage Act," 820 ILCS 130/.01 et seq. ("The Act").

Applicability. It shall be the responsibility of the contractor to determine whether the Act is applicable and if so to comply with all its terms and conditions.

1. Any contractor having a question as to whether the Act is applicable shall refer to the IDOL website Prevailing Wage Act FAQ and/or consult with their own attorney to ascertain applicability. The City shall not have any duty to inform the contractor of the Acts applicability.
2. If however the City informs the contractor that the Act is applicable it shall be the contractor's obligation to comply with all its terms and conditions unless the contractor can establish to the satisfaction of the City that the Act is inapplicable.
3. If it is determined that The Act applies to this contract, all contractors and subcontractors subject to its terms shall comply with all of its provisions, including, but not limited to the following:
 - A. Not less than the prevailing rate of wages as defined by the Illinois Department of Labor or determined by a court of review shall be paid to all laborers, workers and mechanics performing work under this contract.
 - B. The Prevailing Wage rates are applicable to the County in which the project is located. The City resides in Kane County and DuPage County. Work performed in each county must be paid per said county's rates.
 - C. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply.
 - D. The contractor and each subcontractor shall make and keep, for a period of not less than 3 years, 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 pay period, the number of hours worked each day, and the starting and ending times of work each day.
 - E. The contractor shall:
 - a. Submit certified payroll with each applicable project invoice.
 - b. The certified payroll shall consist of a complete copy of the records identified above in **letter D**.
 - c. The certified payroll shall be accompanied by a statement signed by the contractor which avers that:
 - i. such records are true and accurate;
 - ii. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages for the appropriate County required by this Act; and
 - iii. the contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
 - F. **Bonds.** In all contractors' bonds the contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this contract.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified above in **letter D** to the City, its officers and agents, and to the Director of the State of Illinois Department of Labor and his deputies and agents.

CURRENT PREVAILING WAGE RATES FOLLOW

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
10/26/2018	Kane	ASBESTOS ABT-GEN	All	ALL		42.72	43.72	1.5	1.5	2	2	13.8	13.7	0	0.72	0
11/5/2018	Kane	ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2	2	12.9	11.82	0	0.72	0
8/15/2018	Kane	BOILERMAKER	All	BLD		49.46	53.91	2	2	2	2	6.97	20.41	0	0.4	0
8/15/2018	Kane	BRICK MASON	All	BLD		46.19	50.81	1.5	1.5	2	2	10.7	17.92	0	0.92	0
12/14/2018	Kane	CARPENTER	All	ALL		47.35	49.35	1.5	1.5	2	2	11.8	20.42	0	0.63	0
8/15/2018	Kane	CEMENT MASON	All	ALL		45.25	47.25	2	1.5	2	2	14.3	17.03	1	1.2	0.26
8/15/2018	Kane	CERAMIC TILE FNSHER	All	BLD		39.56	39.56	1.5	1.5	2	2	10.8	12.02	0	0.77	0
11/5/2018	Kane	COMMUNICATION TECH	N	BLD		39.24	41.64	1.5	1.5	2	2	13	12.71	0	0.69	0
8/15/2018	Kane	COMMUNICATION TECH	S	BLD		40.15		1.5	1.5	2	2	4.42	1.21	3.1	4.35	11.08
10/26/2018	Kane	ELECTRIC PWR EQMT OP	All	ALL		42.59	57.95	1.5	1.5	2	2	5.75	13.21	0	0.75	0
8/15/2018	Kane	ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	2	5.5	12.87	0	0.73	
10/26/2018	Kane	ELECTRIC PWR GRNDMAN	All	ALL		32.86	57.95	1.5	1.5	2	2	5.75	15.85	0	0.9	0
8/15/2018	Kane	ELECTRIC PWR GRNDMAN	ALL	HWY		32	56.38	1.5	1.5	2	2	5.5	9.92	0	0.66	
12/21/2018	Kane	ELECTRIC PWR LINEMAN	All	ALL		51.06	57.95	1.5	1.5	2	2	5.75	15.85	0	0.9	0
8/15/2018	Kane	ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	2	5.5	15.4	0	0.88	
8/15/2018	Kane	ELECTRIC PWR TRK DRV	All	ALL		34.03	57.95	1.5	1.5	2	2	5.75	10.55	0	0.6	0
8/15/2018	Kane	ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	2	5.5	10.29	0	0.59	
11/5/2018	Kane	ELECTRICIAN	N	ALL		48.64	53.04	1.5	1.5	2	2	14.9	16.69	0	0.97	0
10/26/2018	Kane	ELECTRICIAN	S	BLD		47.72	51.97	1.5	1.5	2	2	17.4	14.55	0	1.67	0
8/15/2018	Kane	ELEVATOR CONSTRUCTOR	All	BLD		54.85	61.71	2	2	2	2	15.4	16.61	4.38	0.61	0
8/15/2018	Kane	FENCE ERECTOR	All	ALL		45.56		2	2	2	2	11	21.51	0	0.7	0
8/15/2018	Kane	GLAZIER	All	BLD		42.45		1.5	1.5	2	2	14	20.14	0	0.94	0
11/5/2018	Kane	HT/FROST INSULATOR	All	BLD		50.5	53	1.5	1.5	2	2	12.9	13.16	0	0.72	0
8/15/2018	Kane	IRON WORKER	All	ALL		45.84	50	2	2	2	2	11.8	22.9	0	0.83	0
8/15/2018	Kane	LABORER	All	ALL		42.72	44.72	1.5	1.5	2	2	14.9	12.57	0	0.72	0.24
8/15/2018	Kane	LATHER	All	ALL		47.35	49.35	1.5	1.5	2	2	11.8	20.42	0	0.63	0
8/15/2018	Kane	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	Kane	MARBLE FINISHERS	All	ALL		34.65	47.7	1.5	1.5	2	2	10.7	16.46	0	0.49	0
8/15/2018	Kane	MARBLE MASON	All	BLD		45.43	49.97	1.5	1.5	2	2	10.7	17.39	0	0.61	0
8/15/2018	Kane	MATERIAL TESTER I	All	ALL		32.72		1.5	1.5	2	2	14.9	12.57	0	0.72	0
11/9/2018	Kane	MATERIALS TESTER II	ALL	ALL		37.72	37.72	1.5	1.5	2	2	13.8	13.7	0	0.72	0
8/15/2018	Kane	MILLWRIGHT	All	ALL		46.35	47.35	1.5	1.5	2	2	1.56	0.68	1.29	0.64	27.13
10/26/2018	Kane	OPERATING ENGINEER	All	BLD	1	51.1	55.1	2	2	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	BLD	2	49.8	55.1	2	2	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	BLD	3	46.25		1.5	2	2	2	18.8	14.35	2	1.3	0
10/26/2018	Kane	OPERATING ENGINEER	All	BLD	4	45.5	55.1	2	2	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	BLD	5	54.85	55.1	2	2	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	BLD	6	52.1	55.1	2	2	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	BLD	7	54.1	55.1	2	2	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	FLT		38	38	1.5	1.5	2	2	18.8	14.35	2	1.3	0

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
10/26/2018	Kane	OPERATING ENGINEER	All	HWY	1	49.3	53.3	1.5	1.5	2	2	19.7	15.1	2	1.4	0
10/26/2018	Kane	OPERATING ENGINEER	All	HWY	2	48.75	53.3	1.5	1.5	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	HWY	3	46.7	53.3	1.5	1.5	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	HWY	4	45.3	53.3	1.5	1.5	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	OPERATING ENGINEER	All	HWY	5	43.1	43.1	1.5	1.5	2	2	13.8	9.85	3.8	0.35	8.7
8/15/2018	Kane	OPERATING ENGINEER	All	HWY	6	52.3	53.3	1.5	1.5	2	2	19.7	15.1	2	1.4	0
11/9/2018	Kane	OPERATING ENGINEER	All	HWY	7	50.3	53.3	1.5	1.5	2	2	19.7	15.1	2	1.4	0
8/15/2018	Kane	ORNAMNTL IRON WORKER	ALL	ALL		45.06	48.66	2	2	2	2	10.5	20.76	0	0.7	
8/15/2018	Kane	PAINTER	All	ALL		44.18		1.5	1.5	2	1.5	0	0	0	0	19.95
8/15/2018	Kane	PAINTER SIGNS	All	BLD		38.2	43.25	1.5	1.5	2	2	2.6	3.25	0	0	0
8/15/2018	Kane	PILEDRIVER	All	ALL		47.35	49.35	1.5	1.5	2	2	11.8	20.42	0	0.63	0
11/16/2018	Kane	PIPEFITTER	All	BLD		48.5	51.5	1.5	1.5	2	2	10.1	18.85	0	2.54	0
8/15/2018	Kane	PLASTERER	All	BLD		43.25	45.85	1.5	1.5	2	2	14.3	16.69	0	1.35	0
10/26/2018	Kane	PLUMBER	All	BLD		50.25	53.25	1.5	1.5	2	2	14.3	14.42	0	1.31	0
11/30/2018	Kane	ROOFER	All	BLD		43.65	47.65	1.5	1.5	2	2	9.73	12.44	0	0.53	0
8/15/2018	Kane	SHEETMETAL WORKER	All	BLD		48.02	51.02	1.5	1.5	2	2	10.8	16.19	0	1.03	0
8/15/2018	Kane	SIGN HANGER	ALL	BLD		26.07	27.57	1.5	1.5	2	2	3.8	3.55	0	0	
8/15/2018	Kane	SPRINKLER FITTER	All	BLD		48.1	50.6	1.5	1.5	2	2	12.8	13.45	0	0	1
8/15/2018	Kane	STEEL ERECTOR	ALL	ALL		45.56	49.2	2	2	2	2	11	21.51	0	0.7	
8/15/2018	Kane	STONE MASON	All	BLD		46.19	50.81	1.5	1.5	2	2	10.7	17.92	0	0.92	0
11/16/2018	Kane	TERRAZZO FINISHER	All	BLD		41.54	44.54	1.5	1.5	2	2	10.8	13.71	0	0.86	0
11/16/2018	Kane	TERRAZZO MASON	All	BLD		45.38	48.88	1.5	1.5	2	2	10.8	15.17	0	0.89	0
8/15/2018	Kane	TILE MASON	All	BLD		46.49	50.49	1.5	1.5	2	2	10.8	14.99	0	0.9	0
8/15/2018	Kane	TRAFFIC SAFETY WRKR	All	HWY		37	38.6	1.5	1.5	2	1.5	8.9	8.66	0	0.25	0
8/15/2018	Kane	TRUCK DRIVER	All	ALL	1	37.69		1.5	1.5	2	2	10.5	8.5	0	0.15	0
8/15/2018	Kane	TRUCK DRIVER	All	ALL	2	37.76	38.16	1.5	1.5	2	2	9.08	11.36	0	0.15	0
8/15/2018	Kane	TRUCK DRIVER	All	ALL	3	36.65		1.5	1.5	2	1.5	0	0	0	0	18.01
8/15/2018	Kane	TRUCK DRIVER	All	ALL	4	38.16		1.5	1.5	2	2	8.9	11.16	0	0.5	0
8/15/2018	Kane	TUCKPOINTER	All	BLD		46	47	1.5	1.5	2	2	8.34	16.81	0	0.93	0

**CITY OF ST. CHARLES
CHECKERBOARD LOT SITE IMPROVEMENTS**

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**CITY OF ST. CHARLES
CHECKERBOARD LOT SITE IMPROVEMENTS**

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, 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, and the "Supplemental Specifications and Recurring Special Provisions", latest edition", the "Illinois Urban Manual", latest edition, the "Standard Specifications for Water & Sewer Main Construction in Illinois", latest edition and the City of St. Charles ordinances and specifications which apply to and govern the construction of the "Checkerboard Lot Site Improvements" project in St. Charles, Illinois. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT:

The Checkerboard Lot Site Improvements project is located at City Hall at 2 East Main Street in the City of St. Charles, Illinois. The parking lot to be reconstructed is the front parking lot for City Hall located adjacent to the intersection of Main Street and Riverside Avenue.

DESCRIPTION OF PROJECT:

The project consists of the reconstruction of the existing City Hall parking lot. The base bid includes a new full-depth hot-mix asphalt pavement while Alternate Bid #1 includes provisions for a new full-depth colored Portland Cement Concrete pavement. The project will also include removal and replacement of curb and gutter, pavement markings, minor sidewalk improvements, minor drainage improvements, and other appurtenant work for a complete improvement.

DEFINITION OF TERMS:

City: The City of St. Charles and its agents and/or representatives.

Engineer: The City of St. Charles Engineer or Engineer employed by the City of St. Charles or authorized representatives.

Contractor: The individual, firm, partnership, joint venture, or corporation contracting with the City of St. Charles for performance of the prescribed work.

Definitions stated in Section 101 of the Standard Specifications shall apply to this contract. When referring to the "Department" or "State" in IDOT Specifications and Special Provisions, the Contractor should be aware this means the City of St. Charles and its agents and/or representatives.

SITE INSPECTION, LOCATION OF EXISTING UTILITIES:

The successful bidder shall, before submitting a proposal for a specific work site or project, carefully examine the proposal, plans, details, specifications, and special provisions. The successful bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the proposal and the detailed requirements of construction including access and staging.

When existing structures, services, utilities, pipelines and improvements (both above and below ground) are shown on the plans, the locations shown are approximate only and are not guaranteed. Obstructions and improvements in addition to those shown on the plans may also be encountered in carrying out the work. The CONTRACTOR shall be responsible for carrying out all work under this contract without additional compensation for whatever condition is found above or below ground.

The CONTRACTOR shall notify all utility companies including the City of St. Charles Electrical Department, Water Department, Sewer Department, local electric companies, local telephone and communications companies, local natural gas companies, and local cable TV companies a minimum of two (2) working days (forty eight hours) prior to beginning any construction. The CONTRACTOR shall have the responsibility to determine from the public utility companies and the City of St. Charles Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

The Joint Utility Locating Information for Excavators telephone number, 1-800-892-0123, is shown on the cover sheet of the plans. (J.U.L.I.E. SYSTEM)

COMPLETION DATE:

The CONTRACTOR shall schedule their construction operations in such a manner so as to obtain Final Completion within 4 calendar weeks of commencing work. Work shall commence within 2 calendar weeks of being issued the NOTICE TO PROCEED.

Final Completion shall be defined as the completion and acceptance of all pay items by the CITY and the resolution of all punch list items.

Special attention is called to the provisions for liquidated damages in the contract documents which shall be strictly adhered to in the event the CONTRACTOR fails to complete the project by the above-specified completion date. Liquidated damages in the amount of \$500 per calendar day will be assessed if final completion is not achieved within 4 calendar weeks of commencing construction activities.

CONSTRUCTION SCHEDULE:

At the preconstruction conference, the CONTRACTOR shall meet with the CITY and the ENGINEER and present, in writing, a detailed construction schedule. Said schedule shall contain such information as the ENGINEER deems necessary, including sequencing of construction operations and dates for the starting and completing construction operations, location of off-site disposal areas, access routes to be used and

location of equipment and material storage sites. Once approved, the CONTRACTOR must adhere to the schedule so that field markings of all items of work may proceed in advance of actual construction.

The CONTRACTOR shall confirm with the ENGINEER the scheduled commencement of each construction activity at least three days in advance to allow for proper notification of residents, motorists and businesses.

It is anticipated that the contract for this work will be approved at the July 15th, 2019 City Council Meeting. A Notice to Proceed will be issued after the contract is approved by the City Council.

MATERIAL STORAGE:

The CONTRACTOR shall not deliver and store any material on the project site more than one day in advance before commencing with his work. Staging areas shall be within the public right-of-way and shall not extend beyond the project limits.

The CONTRACTOR will be required to provide barricades with flashers to delineate the staging area from traffic. Any required pavement repair and parkway restoration, due to the damage because of materials storage, shall be borne by the CONTRACTOR and be considered included in the cost of the contract.

RESTRICTED STREET USE:

Before the CONTRACTOR begins work, the CITY shall discuss access to each street listed in the contract. The CONTRACTOR will only be allowed on the agreed streets with construction trucks and equipment. The CONTRACTOR shall also be required to obtain overweight permits from the CITY and all other agencies for all vehicles and/or construction equipment as applicable.

CONSTRUCTION NOISE RESTRICTIONS:

In order to minimize the effect of construction noise on the area surrounding the improvement, the CONTRACTOR and his subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the ENGINEER.

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 noises. 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.

Construction operations on local roads shall be confined to the daylight hours between 7:00 AM and 7:00 PM, Monday through Saturday. No work of any kind shall be done on Sundays in residential areas unless previously approved by the ENGINEER. These time restrictions 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. If the CONTRACTOR requires additional time to complete a portion of work on a given day or if he foresees the need to work extended hours for a number of days to

comply with the construction schedule, he must receive the approval of the ENGINEER.

SEQUENCE OF OPERATIONS:

The CONTRACTOR shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The CONTRACTOR shall work closely with City Officials, Fire and Police Departments in coordinating interruption to normal traffic, access to businesses, and inconveniences to the public.

APPROVAL OF SUBCONTRACTORS:

The CONTRACTOR shall provide a list of the intended source of materials and the intended subcontractor to be used for the project. The CITY shall approve all subcontractors to be used on the project and reserves the right to reject the use of any subcontractor due to past performance or the apparent inability to perform the item of the work required of him.

PERMIT COMPLIANCE:

The CONTRACTOR shall comply with the all requirements of the project permits from the Illinois Environmental Protection Agency. No project work may begin until all permits have been obtained.

ALTERATIONS, CANCELLATIONS, EXTENSIONS AND DEDUCTIONS:

The CITY has limited amount of funds available to complete this project. Therefore, the CONTRACTOR is herein notified that the CITY reserves the right to reduce and/or omit any items as set forth in the bid schedule of these contract documents.

The CITY reserves the right to alter the plans, or shorten the improvement, add or delete such work as may be necessary, and increase or decrease the quantities of work to be performed to accomplish such changes, including the deduction or cancellation of any one or more of the unit price items, or cancellation of the contract.

CONTRACTOR PAYOUTS – REQUIRED SUBMITTALS:

CONTRACTOR payout requests shall be submitted no more than one time per month, and are required to go through a scheduled city council meeting to authorize payment. Change orders, which would cause the contract to go above the original contract amount, will go through scheduled committee and council meetings for approval.

Payment Process:

1. Quantity approval requirements:
 - a. Quantities will be calculated and submitted and reviewed/approved by the ENGINEER prior to submitting any invoices. Clearly identify the pay item and quantities used.
2. Invoice submittal requirements:
 - a. General invoice for entire project after approval of above.
 - b. Lien waivers from general contractor and subcontractors receiving payments. General contractor lien waiver is required to submit invoice

and subcontractor waivers are preferred at this time as well, but if needed they may be submitted prior to release of check.

3. Payment release requirements:
 - a. Lien waivers from general contractor and any subcontractors receiving payments from subject payout.
 - b. Copies of certified payroll for period when work was completed.
 - c. Sworn statement from general contractor.

RESIDENT AND BUSINESS NOTIFICATIONS:

The CONTRACTOR shall be responsible to notify the CITY at least 48 hours, but not more than 72 hours, prior to commencement of work for the CITY to provide notification letters to the CONTRACTOR for delivery to all residents and businesses adjacent to the subject project affected by the construction. The CONTRACTOR shall deliver the notification letters to the residents and businesses.

The CONTRACTOR shall be responsible for posting suitable advance notice on scheduled to be closed streets, if necessary, during working hours at least 24 hours, but not more than 48 hours, prior to commencement of work. "No Parking" signs displaying construction times shall be placed on roadways 48 hours prior to placement of utility materials. All such notices shall be removed by the CONTRACTOR immediately upon the completion of work. This work shall be included in the cost of the contract.

CONTROL OF MATERIALS:

All material used shall meet IDOT requirements as well as those outlined in these contract documents.

All materials will be inspected, tested, and approved by the ENGINEER before incorporation into the work.

Any work in which untested and unacceptable materials are used without approval or written permission of the ENGINEER shall be performed at the CONTRACTOR'S risk and may be considered as unacceptable and unauthorized and will not be paid for.

The CONTRACTOR shall provide the CITY with letters of certification from each supplier.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY:

The CONTRACTOR shall exercise reasonable care to protect all existing features in the public right-of-way that will remain in place including landscaping, fences, sprinkler systems, drain lines, power lines, and any other public or private property.

Any item damaged due to negligence on private property or in the right-of-way shall be repaired or replaced in kind by the CONTRACTOR as directed by the ENGINEER at no additional cost to the CITY, property owner or resident.

RESPONSIBILITY OF WORK:

During the progress of the work, the CONTRACTOR shall assume total risk and liability, and will be responsible of any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of subcontractors or material suppliers.

WORK AREA:

The CONTRACTOR shall confine all work to the construction limits shown on the plans. Any damage to areas outside of the construction limits shall be repaired, replaced and/or restored by the CONTRACTOR to the satisfaction of the ENGINEER at the CONTRACTOR'S expense. No additional compensation will be allowed.

WATER FOR CONSTRUCTION PURPOSES:

City water for construction purposes will be available to the CONTRACTOR at his cost. Temporary hydrant meters are available to the CONTRACTOR upon making a formal application at the City Office and payment of an amount equal to the actual cost of meter, fittings, backflow prevention device and wrench.

Temporary hydrant meters shall be removed from hydrants daily. Under no circumstances shall unattended hydrant meters be installed on hydrants overnight. Hydrant meters shall be removed when unattended.

CLEANING ALL STRUCTURES AND STAGING AREAS:

Before final acceptance, all structures, construction easement areas and staging areas that were occupied by the CONTRACTOR in connection with this work shall be cleaned of all rubbish, excess materials, and other foreign materials deposited or accumulated on or in the structures and areas. All pavement paint striping in these areas shall also be restored. The cleaning shall be performed in accordance with the plans and specifications or as directed by the ENGINEER and shall be at the CONTRACTOR'S expense.

INVESTIGATION OF CONDITIONS:

Bidders are required to submit their proposals upon the express condition that they have noted the site of the proposed work and are fully acquainted with work to be performed under this contract. The CONTRACTOR is expected to make their estimate of the facilities needed and the difficulties attending the execution of proposed contract, including local conditions, availability of labor, weather and other contingencies. In no event will the CITY assume any responsibility whatever for interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint themselves with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating difficulties and costs of successfully performing and completing the work.

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) DISPOSAL:

All removal or excavation items being disposed of at an uncontaminated soil fill

operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be included in the unit price costs for the associated removal or excavation items in the contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed Professional Engineer, and state and local tipping fees.

The CONTRACTOR shall be responsible for contacting and coordinating with licensed CCDD fill sites during the bid process to determine a suitable fill site for the disposal of CCDD material from this site. The contractor shall provide the CITY with the name and address of one or more Illinois Environmental Protection Agency licensed CCDD fill sites selected for this project with the submittal of his bid.

DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL:

The CONTRACTOR shall be responsible for removal and disposal of all waste material, storm sewer, stone, dirt or debris generated in the course of the work to a facility permitted to accept such waste. The CONTRACTOR shall load the removed pieces of storm sewer, gravel parking lot pavements, etc. directly onto trucks, haul it away and dispose of it. The temporary storing of excavated materials on the site and/or street and re-handling them later for disposal will not be allowed.

This work shall not be paid for separately, but shall be considered included to the project.

DUST CONTROL AND DIRT ON STREET PAVEMENT:

The CONTRACTOR shall at all times be responsible for maintaining dust-free conditions on streets. The CONTRACTOR shall clean the pavement of all dirt and debris on streets **at the end of each day's operations**, and at other times as directed by the ENGINEER by means of high pressure washing or by mechanical sweeping. The CONTRACTOR shall provide for the control of dust by the uniform application of a dust control agent approved by the ENGINEER. If water is used for dust control, the CONTRACTOR shall maintain a water tank at the construction site at all times.

If the CONTRACTOR does not meet the requirement of controlling dust and/or cleaning the street pavement, within three (3) hours of notification by the CITY, the CITY shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the CONTRACTOR. **Additionally, the CITY will deduct \$500.00 per day from monies due, or to become due, for each day that the CONTRACTOR fails to comply with this special provision.** Such sum to be charged not as a penalty but as liquidated damages. The parties agree that actual damages to the CITY would be uncertain and difficult to calculate, and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the CITY as a result of the CONTRACTOR'S failure to control dust and clean the street pavement(s) as required.

Dust control and street pavement cleaning shall be considered included in the cost of the contract and will not be paid for separately.

PUBLIC SAFETY AND CONVENIENCE:

The CONTRACTOR shall maintain drives, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties. Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The CONTRACTOR shall maintain at least one lane open to traffic at all times for emergency vehicles on all streets affected by the construction of these improvements. Adequate use of flaggers and other traffic control devices shall be used to permit such arrangements during working hours.

GUARANTEE:

The CONTRACTOR shall guarantee all equipment and materials furnished and installed by him against defects in material and workmanship for a period of one (1) year from the date of formal project acceptance. Any repair or replacement of defective equipment or materials shall be promptly executed to the ENGINEER'S satisfaction at no cost to the CITY.

The CONTRACTOR shall 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 CONTRACTOR 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. This item shall not be paid for separately, but shall be considered included in the project.

PRE-CONSTRUCTION MEETING:

A pre-construction meeting shall be held prior to start of construction after execution of the contract documents. The ENGINEER shall establish the time and place of the pre-construction meeting. At this time, the CONTRACTOR shall be required to furnish and discuss the following:

- Written progress schedule.
- Names of subcontractors and material suppliers.
- Names of Project Manager and/or Field Supervisor, including the name and phone number of a responsible individual who can be reached 24 hours per day.
- General clean-up of the work site at the end of each day.
- Name of person responsible for soil erosion and sediment control on the site, including name and phone number of responsible individual who can be reached 24 hours per day.
- Protection of existing pavement.

- Submittal of a Traffic Control Plan and Site Access/Staging Plan, prepared by the CONTRACTOR, to be approved by the ENGINEER.
- A J.U.L.I.E meeting at the project site, scheduled by the CONTRACTOR, prior to commencement of any work.
- All permits required for construction.
- Provide a shop drawing / catalog cut submittal log for the project.

Upon receipt of the notice of the award, the CONTRACTOR shall prepare a project schedule setting forth the hours and days of operation for each task required by the contract. The project schedule shall be reviewed, and revised as required, and submitted with each payment request and/or request for extension of time.

UTILITY LOCATIONS:

The CONTRACTOR must exercise extreme caution while working around existing utilities. The CONTRACTOR shall notify JULIE (1-800-892-0123) and the CITY a minimum of 48 hours before commencing construction for utility locations within the scope of the project. It is recommended that the CONTRACTOR conduct a joint utility meet. It is the responsibility of the CONTRACTOR to contact agencies who may or may not be part of the JULIE system to obtain the horizontal and vertical field locations of their facilities within the limits of the proposed improvements.

The CITY does not guarantee the accuracy or completeness of this information. 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. The CONTRACTOR shall locate all utilities far enough in advance to avoid all conflicts in grade separation between the proposed improvements. If the CONTRACTOR encounters a conflict between the proposed improvements and existing utilities that was not located in advance by the CONTRACTOR, then the CONTRACTOR shall, at no cost to the CITY, relocate the proposed improvements and/or the utility to avoid conflict.

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

Before doing any work which will damage, disturb or leave unsupported or unprotected any utility lines or appurtenances encountered, the CONTRACTOR shall notify the utility company thereof, who will make arrangements for relocating, adjusting or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the CONTRACTOR, including the removal of all cables, manhole covers and other appurtenances which the utility company desires to salvage. After such arrangements have been made, the CONTRACTOR will proceed with the work as directed by the ENGINEER. All utility lines and appurtenances, which are abandoned by the utility company, shall be removed and disposed of by the CONTRACTOR. The CONTRACTOR shall be responsible for facilitating prompt and timely removal, relocation, reconstruction, or abandonment of their facilities by all utility

companies involved, and the coordination of his work with that of these companies to the end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private.

No extra compensation will be allowed to the CONTRACTOR for any expenses incurred by complying with these requirements or because delay, inconvenience or interruption in his work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services.

EROSION CONTROL MAINTENANCE:

The CONTRACTOR shall properly maintain all erosion control items shown in the plans as required by the Standard Specifications for Road and Bridge Construction and as directed by the ENGINEER. This item shall not be measured and is considered included in the cost of the contract.

LIMITS OF REMOVAL:

All pay items identified for removal and replacement must be field measured and marked by the ENGINEER prior to construction. No payment will be made for any items of work which have been removed and/or replaced without having been field measured and marked by the ENGINEER. Repairs to asphalt and concrete driveways damaged by contractor not specifically listed in this contract will be considered included in the cost of the contract. No additional payment will be made for removal and/or replacement beyond field markings unless specifically authorized by the ENGINEER.

RESTORATION:

After removing the forms, and within three (3) working days, the CONTRACTOR shall backfill to match existing grades with pulverized topsoil. This also includes all driveway repairs and street patching. (NOTE: Matching existing grades of the new sidewalk can extend up to 4" of pulverized topsoil, seed and erosion control blanket) Areas damaged by the CONTRACTOR during the removal process shall be repaired at the CONTRACTOR'S expense as stated above. The pulverized topsoil shall be graded, compacted to prevent settlement and raked smooth prior to seed and erosion control blanket.

RESTORATION LIMITS:

Compensation shall not be allowed for restoration of disturbed areas outside the construction limits or disturbed areas within the construction limits that were not approved by the ENGINEER. Prior to placing the topsoil it shall be the responsibility of the CONTRACTOR to remove all deleterious material, construction debris and garbage. After the topsoil is placed, the seed and mulch shall be placed in a timeframe that will not allow weed germination. It will be the CONTRACTOR'S responsibility to maintain the restored areas weed-free until the grass seeds and mulch are placed. Prior to seeding and mulching, if weeds germinate, it shall be the responsibility of the CONTRACTOR to remove the weeds and all other deleterious material prior to seeding and mulching or as directed by the ENGINEER.

WATER MAIN AND WATER SERVICE REPAIRS:

Any JULIE located water service or water main damaged by the CONTRACTOR shall be repaired at the CONTRACTOR'S sole expense. If the repair requires the pressure of the water main or service to be reduced the CONTRACTOR shall be responsible for flushing and water samples which will be required by the CITY. All laboratory costs will be paid for by the CONTRACTOR. At no time will the water main be brought under 20 PSI. The WATER AND SEWER SUPERINTENDENT will operate all isolation valves.

EXISTING FIELD TILES:

Any field tiles located during construction shall be reported to the ENGINEER. The existing line shall be repaired, or if in conflict with the proposed storm sewer shall be connected to the existing storm sewer upon the direction of the ENGINEER. This will be considered incidental to the construction of the storm sewer.

SP-1 MOBILIZATION:

Description of Work. This work shall be in accordance with applicable portions of Section 671 of the Standard Specifications for Road and Bridge Construction, except as modified herein and in the plans. This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of temporary facilities necessary for work on the project and for all other work or operations which must be performed or costs incurred when beginning work on the project.

Method of Measurement. This item of work shall not be measured. It is a lump sum item.

Basis of Payment. This work will be paid for at the contract lump sum price for MOBILIZATION and per Section 671.02 of the Standard Specifications for Road and Bridge Construction.

SP-2 CONSTRUCTION LAYOUT AND AS-BUILT SURVEY:

Description of Work. This work shall consist of furnishing a construction survey crew and all necessary equipment, materials, tools, and expertise needed for construction surveying, layout, and preparation of as-built drawings. The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate reference points and benchmarks as shown on the plans. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be kept in the office and be the property of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish reference points and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line shall be set at sufficient station intervals (not to exceed 50 feet) to assure substantial conformance to the plan lines. The CONTRACTOR will not be required to set additional stakes to locate a utility line

which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions called for in the plans. 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. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER:

- a. The ENGINEER will verify acceptability of the limits of construction. These limits shall be verified and agreed upon at the preconstruction meeting to be in conformance with the plans. Any vegetation outside of these limits shall be saved. Additional vegetation to be saved within the construction limits shall also be defined by the ENGINEER and City of St. Charles at the preconstruction meeting.
- b. The ENGINEER will provide electronic files of the design plans in AutoCAD format to the CONTRACTOR for use in construction layout. The ENGINEER will accept responsibility for the accuracy of the initial control points as provided herein.
- c. 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. Any additional re-staking done by the CONTRACTOR will be considered included in this work and no extra compensation will be allowed.
- d. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR'S stakes.

Responsibility of the CITY:

The CITY and/or ENGINEER may make periodic checks of the CONTRACTOR'S staking to determine if the work is being performed in substantial conformance with the plans. Any errors that are apparent will be immediately brought to CONTRACTOR'S attention. CONTRACTOR shall be required to make any necessary corrections or perform any necessary re-staking before the incorrect stakes are used for construction purposes.

Responsibility of the CONTRACTOR:

- a. CONTRACTOR shall be responsible for procuring the service of an Illinois registered land surveyor, who shall report to and receive instructions from CONTRACTOR, not the City of St. Charles or ENGINEER. The registered land surveyor will also establish suitable benchmarks, to be used for horizontal and vertical control and tie into the Illinois State Plane Coordination System NAD 83 East Zone U.S. Survey Foot.

- b. 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 adequate control in close proximity to each individual element to allow adequate checking of construction operations.
- c. The CONTRACTOR shall establish the overall construction limits prior to CONTRACTOR'S mobilization of equipment.
- d. 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 an acceptable form.
- e. At the completion of construction the CONTRACTOR will be responsible to prepare as-built drawings in compliance with the requirements of the CITY, which are to be signed and sealed by a Professional Engineer registered in the State of Illinois. Additionally, these drawings shall be provided in electronic format to the ENGINEER and CITY.

As-Built Survey Requirements

All survey work for the CITY shall meet the following standards.

- The completed work must be submitted in both hard copy and digital format, which includes, two original 22" x 34" reproducible bond copies, one 22" x 34" mylar copy and an electronic drawing file format (Microstation) and PDF.
- The file must have X, Y and Z coordinates attached to all points and contours and shall be tied into the Illinois State Plane Coordinate System East Zone and vertical datum NAVD 88 U.S. Survey Foot. If data is not acceptable to the CITY and/or ENGINEER, meaning, not meeting the following specifications, the CITY and ENGINEER reserve the right to return data to CONTRACTOR until it is corrected to meet the following specifications with no further compensation due CONTRACTOR.

The drawing shall meet the following specifications (as required per contract):

- Drawings shall note all dimensions and elevations in imperial (foot) scale to the nearest .01 foot.
- Include legend of symbology and abbreviations used in drawing.
- Show the location and elevations of existing and newly constructed improvements per construction project specifications. Items to be included but not necessarily limited to; vegetation, one foot contours, channel cross sections at the same stations shown on the plans, high points, low points, swales, utilities, manhole rims & pipe invert elevations, culvert inverts, pavement delineation and type, and top and bottom of gabion walls and weir wall.

- Capture mean elevation of water in any excavation, well and or nearby body of water.
- Do not break contour lines for elevation text nor shall text interfere with any mapping lines (do not trim to accommodate text).
- All contour lines should be continuous/closed polylines with respective “Z” coordinates.
- Spot elevations should have “Z” elevations and represented to the nearest .01 foot.
- All text associated with a spot elevation should match that elevation and be on a separate text layer.
- All paper and mylar copies of survey shall be signed and sealed by a Professional Land Surveyor.

Method of Measurement. This item of work shall not be measured. It is a lump sum item.

Basis of Payment. This work shall include all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project, as well as the preparation of as-built drawings. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT AND AS-BUILT SURVEY.

SP-3 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS:

Description of Work. This work shall be in accordance with applicable portions of Section 202 of the Standard Specifications for Road and Bridge Construction, except as modified herein and in the plans.

This work shall consist of removing and disposing of soft, unstable and/or unsuitable soils as necessary to construct the proposed improvements on a sound subgrade.

Where soft, unstable and/or unsuitable soils are found, the subgrade may be undercut as directed by the ENGINEER. Possible locations for potential undercutting include, but are not limited to, the following locations:

- Utility trench subgrades
- Pavement, curb, sidewalk or driveway reconstruction subgrades

Where unsuitable materials are removed, the excavated area shall be filled according to the pay item AGGREGATE SUBGRADE IMPROVEMENT.

Method of Measurement. This item shall be measured in place in cubic yards.

Basis of Payment. This work shall be paid for at the contract unit price in cubic yards for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS. The price shall include all labor, materials, and equipment necessary to remove and dispose any unsuitable materials found and any other items required to complete the work as specified on the plans and described herein.

Payment for filling excavated areas shall be according to the pay item AGGREGATE SUBGRADE IMPROVEMENT.

SP-4 STORM SEWERS:

Description of Work. This work shall be in accordance with all applicable portions of Section 550 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Storm sewers shall be constructed to the specifications as provided in the plans.

The material to be used for Class A storm sewers shall be **Reinforced Concrete Pipe (RCP)** unless otherwise specified on the plans or directed by the ENGINEER. RCP storm sewer shall conform to ASTM C-76 specifications and have mastic sealed joints.

Trench backfill shall consist of aggregate with an IDOT CA-7 gradation and shall not be paid for separately but shall be considered included in the cost of the storm sewer being installed.

Method of Measurement. This item shall be measured in place in lineal feet.

Basis of Payment. This work shall be paid for at the contract unit price in lineal feet for STORM SEWERS of the class, type and size specified. The price shall include all labor, materials, and equipment necessary to install the storm sewer and any other items required to complete the work as specified on the plans and described herein.

SP-5 STORM SEWER STRUCTURES:

Description of Work. This work shall be in accordance with all applicable portions of Section 602 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Storm sewer structures shall be constructed to the specifications as provided in the plans.

All storm sewer structures and their frames, lids and grates shall be constructed in accordance with City of St. Charles Standards B-3, D-7 and E-1 as provided in the plans unless otherwise directed by the ENGINEER.

All Type 1 frame and grates with closed lids shall be Neenah R-1713 emblazoned with the words "ST. CHARLES" and "STORM SEWER" unless otherwise specified or directed by the ENGINEER.

All Type 11 frame and grates shall be Neenah R-3281-A unless otherwise specified or directed by the ENGINEER.

Method of Measurement. This work will be measured per each item completed.

Basis of Payment. The work shall be paid for at the contract unit price per each for INLETS, CATCH BASINS, or MANHOLES of the type, size and frame specified. The price shall include all labor, materials, and equipment necessary to install the structures and any other items required to complete the work as specified on the plans and described herein.

SP-6 REMOVING UTILITY STRUCTURES:

Description of Work. This work shall be in accordance with all applicable portions of Section 605 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Method of Measurement. This work will be measured per each item completed.

Basis of Payment. The work shall be paid for at the contract unit price per each for REMOVING MANHOLES. The price shall include all labor, materials, and equipment necessary to remove and dispose of the structure and any other items required to complete the work as specified on the plans and described herein.

SP-7 REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES:

Description of Work. This work shall be in accordance with all applicable portions of Section 440 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Method of Measurement. This work will be measured in place per square foot removed for SIDEWALK REMOVAL, per square yard removed for PAVEMENT REMOVAL, and per lineal foot removed for CURB REMOVAL and COMBINATION CURB AND GUTTER REMOVAL.

Basis of Payment. The work shall be paid for at the contract unit price per square foot for SIDEWALK REMOVAL, per square yard for PAVEMENT REMOVAL, and per lineal foot for CURB REMOVAL and COMBINATION CURB AND GUTTER REMOVAL. The price shall include all labor, materials, and equipment necessary to remove the existing pavement and appurtenances and any other items required to complete the work as specified on the plans and described herein.

SP-8 PORTLAND CEMENT CONCRETE SIDEWALK:

Description of Work. This work shall be in accordance with all applicable portions of Section 424 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Sidewalks shall be constructed to the specifications as provided in the plans.

The sidewalk shall be constructed in accordance with City of St. Charles Standard G-2 as shown on the plans unless otherwise directed by the ENGINEER.

The Portland Cement Concrete sidewalk pavement section shall consist of the following:

- 5.0" Portland Cement Concrete pavement, Class SI
- 4.0" Aggregate Base Course, Type B

The Portland Cement Concrete pavement course thickness shall be increased to 6.0" through residential driveways and 8.0" through commercial driveways.

All Portland Cement Concrete shall be treated with a protective coat application of linseed oil or curing compound for temperatures over 40 degrees. The cost of the protective coat application shall be considered incidental to the cost of the item being protected.

Method of Measurement. This work will be measured in place per square foot.

Basis of Payment. The work shall be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK of the thickness specified. The price shall include all labor, materials, and equipment necessary to construct the sidewalk pavement and any other items required to complete the work as specified on the plans and described herein.

The cost of the aggregate base shall be considered included in the cost of the sidewalk.

SP-9 DETECTABLE WARNINGS:

Description of Work. This work shall be in accordance with all applicable portions of Section 424 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Method of Measurement. This work will be measured in place in square feet.

Basis of Payment. The work shall be paid for at the contract unit price per square foot for DETECTABLE WARNINGS. The price shall include all labor, materials, and equipment necessary to construct the detectable warnings and any other items required to complete the work as specified on the plans and described herein.

SP-10 CONCRETE CURB, TYPE B:

Description of Work. This work shall be in accordance with all applicable portions of Section 606 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

All Portland Cement Concrete shall be treated with a protective coat application of linseed oil or curing compound for temperatures over 40 degrees. The cost of the protective coat application shall be considered incidental to the cost of the item being protected.

Method of Measurement. This work will be measured in place in lineal feet.

Basis of Payment. The work shall be paid for at the contract unit price per lineal foot for CONCRETE CURB, TYPE B. The price shall include all labor, materials, and equipment necessary to construct the curb and any other items required to complete the work as specified on the plans and described herein.

SP-11 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12:

Description of Work. This work shall be in accordance with all applicable portions of Section 606 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Combination concrete curb and gutter shall be installed in accordance with City of St. Charles Standard D-5 as shown on the plans unless otherwise directed by the ENGINEER. The curb and gutter shall include continuous rebar reinforcement. The cost of the continuous reinforcement shall be considered incidental to the cost of the curb and gutter.

The curb and gutter along the western edge of the parking lot shall be reverse-pitched with a slope of -1/4" per 1' (-2.083%).

All Portland Cement Concrete shall be treated with a protective coat application of linseed oil or curing compound for temperatures over 40 degrees. The cost of the protective coat application shall be considered incidental to the cost of the item being protected.

Method of Measurement. This work will be measured in place in lineal feet.

Basis of Payment. The work shall be paid for at the contract unit price per lineal foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12. The price shall include all labor, materials, and equipment necessary to construct the curb and gutter and any other items required to complete the work as specified on the plans and described herein.

SP-12 AGGREGATE SUBGRADE IMPROVEMENT:

Description of Work. This work shall be in accordance with applicable portions of Section 358 of the Standard Specifications for Road and Bridge Construction, except as modified herein and in the plans.

This work shall consist of filling excavated undercut areas under the pay item REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS.

Possible locations for potential undercutting include, but are not limited to, the following locations:

- Utility trench subgrades
- Pavement, curb, sidewalk or driveway reconstruction subgrades

The new aggregate shall be placed in two (2) lifts not greater than 6.00 inches each and compacted to the density requirements of Section 301 of the Standard Specifications by the use of a mechanical compactor. If the subgrade is too dry such that compaction cannot be attained, water may be added.

Method of Measurement. This work will be measured in place in cubic yards.

Basis of Payment. The work shall be paid for at the contract unit price per cubic yard for AGGREGATE SUBGRADE IMPROVEMENT. The price shall include all labor, materials, and equipment necessary to place the aggregate subgrade and any other items required to complete the work as specified on the plans and described herein.

SP-13 AGGREGATE BASE COURSE, TYPE B:

Description of Work. This work shall be in accordance with all applicable portions of Section 351 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Due to the raising of the western edge of the parking lot and change from an inverted crown to a continuous pitch to the east, the thickness of the aggregate base course will vary across the pavement. It is estimated that the average thickness of the aggregate base course will be approximately 9" for the asphalt pavement section (Base Bid) and 7" for the concrete pavement section (Alternate Bid #1). The minimum aggregate thickness at any area in the base course shall be 6" for either pavement section.

Method of Measurement. This work will be measured in place in cubic yards.

Basis of Payment. The work shall be paid for at the contract unit price per cubic yard for AGGREGATE BASE COURSE, TYPE B of the thickness specified. The price shall include all labor, materials, and equipment necessary to construct the aggregate base course and any other items required to complete the work as specified on the plans and described herein.

SP-14 HOT-MIX ASPHALT PAVEMENT:

Description of Work. This work shall be in accordance with all applicable portions of Section 406 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

The parking lot pavement to be fully reconstructed shall include the following pavement section:

- 6.0" (minimum) Aggregate Base Course, Type B
- 4.0" Hot-Mix Asphalt Binder Course, IL-19.0, N50
- 2.0" Hot-Mix Asphalt Surface Course, Mix "D", N50

The aggregate base course shall be paid for according to the AGGREGATE BASE COURSE, TYPE B special provision.

Method of Measurement. This work will be measured per ton.

Basis of Payment. The work shall be paid for at the contract unit price per ton for HOT-MIX ASPHALT BINDER COURSE and HOT-MIX ASPHALT SURFACE COURSE of the mix design specified. The price shall include all labor, materials, and equipment necessary to construct the hot-mix asphalt pavement and any other items required to complete the work as specified on the plans and described herein.

The aggregate base course shall be paid for according to the AGGREGATE BASE COURSE, TYPE B special provision.

SP-15 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION:

Description of Work. This work shall be in accordance with all applicable portions of Section 210 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Method of Measurement. This work will be measured in place in square yards.

Basis of Payment. The work shall be paid for at the contract unit price per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION. The price shall include all labor, materials, and equipment necessary to install the fabric and any other items required to complete the work as specified on the plans and described herein.

SP-16 BITUMINOUS MATERIALS:

Description of Work. This work shall be in accordance with all applicable portions of Section 406 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

The CONTRACTOR shall remove all dust, dirt and all deleterious material from the surface with a mechanical vacuum sweeper before the prime coat is applied. At no time will the CONTRACTOR use a blower to remove the dust from the pavement. The CONTRACTOR shall protect the motoring public, adjoining pavement, curbs, or structures during the application of bituminous materials prime coat. After application, the truck shall then be weighed again in order to determine the net weight of the prime coat that has been placed. FRESH OIL signs shall be installed in advance of the area to be primed with bituminous materials and shall be maintained until the prime coat is adequately cured.

Applications rates for bituminous materials (prime coat) shall be 0.25 pounds per square foot on aggregate bases. Application rates for bituminous materials (tack coat) shall be 0.025 pounds of residual asphalt per square foot on hot-mix asphalt lifts. Bituminous materials (prime coat) shall be MC-30.

Method of Measurement. This work will be measured in pounds of residual asphalt for BITUMINOUS MATERIALS (PRIME COAT) and BITUMINOUS MATERIALS (TACK COAT).

Basis of Payment. The work shall be paid for at the contract unit price per pounds of residual asphalt for BITUMINOUS MATERIALS (PRIME COAT) and BITUMINOUS MATERIALS (TACK COAT). The price shall include all labor, materials, and equipment necessary to place the prime coat and any other items required to complete the work as specified on the plans and described herein.

SP-17 PREPARATION OF BASE:

Description of Work. This work shall be in accordance with all applicable portions of Section 358 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Method of Measurement. This work will be measured in place in square yards.

Basis of Payment. The work shall be paid for at the contract unit price per square yard for PREPARATION OF BASE. The price shall include all labor, materials, and equipment necessary to prepare the aggregate base for paving and any other items required to complete the work as specified on the plans and described herein.

SP-18 PAINT PAVEMENT MARKINGS:

Description of Work. This work shall be in accordance with all applicable portions of Section 780 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Method of Measurement. This work will be measured in place in lineal feet for PAINT PAVEMENT MARKING – LINE 4” and in square feet for PAINT PAVEMENT MARKING – LETTERS & SYMBOLS.

Basis of Payment. The work shall be paid for at the contract unit price per lineal foot for PAINT PAVEMENT MARKING – LINE 4” and in square feet for PAINT PAVEMENT MARKING – LETTERS & SYMBOLS. The price shall include all labor, materials, and equipment necessary to install the pavement markings and any other items required to complete the work as specified on the plans and described herein.

SP-19 RELOCATE SIGN PANEL TYPE 1 (SPECIAL):

Description of Work. This work shall be in accordance with all applicable portions of Section 724 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

This work shall consist of disassembling and relocating the ADA sign near the northwest corner of the parking lot to align with the proposed ADA space. The sign panel shall be preserved. A new sign base shall be installed and the sign panel shall be installed on a new steel sign support pole.

Method of Measurement. This work will be measured per each for RELOCATE SIGN PANEL TYPE 1 (SPECIAL).

Basis of Payment. The work shall be paid for at the contract unit price per each for RELOCATE SIGN PANEL TYPE 1 (SPECIAL). The price shall include all labor, materials, and equipment necessary to relocate the sign and any other items required to complete the work as specified on the plans and described herein.

SP-20 CONCRETE PLANTER BED REMOVAL

Description of Work. This work shall consist of demolishing, removing and disposing of the existing concrete planter beds adjacent to the parking lot as indicated on the plans.

The concrete planter beds shall be removed in their entirety, including all soil mixtures contained within the bed and any landscaping (trees, shrubs, flowers, etc.). The removal of such items shall be considered included in the cost of the concrete planter bed removal.

Method of Measurement. This work will be measured per each for CONCRETE PLANTER BED REMOVAL.

Basis of Payment. The work shall be paid for at the contract unit price per each for CONCRETE PLANTER BED REMOVAL. The price shall include all labor, materials, and equipment necessary to demolish and remove the planter beds and any other items required to complete the work as specified on the plans and described herein.

SP-21 PORTLAND CEMENT CONCRETE PAVEMENT:

Description of Work. This work shall be in accordance with all applicable portions of Section 420 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

The parking lot pavement to be fully reconstructed shall include the following pavement section:

- 6.0" (minimum) Aggregate Base Course, Type B
- 8.0" Colored Portland Cement Concrete Pavement

The concrete pavement shall consist of integrally colored concrete in accordance with the Special Provision for CONCRETE COLOR ADDITIVE. The color of the concrete shall be Uni-Mix Liquid Integral Concrete Color #L4615 "Deep Charcoal" or approved equal.

The concrete pavement shall have contraction and expansion joints cut in accordance with the Jointing Plan shown in the drawings. The cost of sawcutting joints shall be considered incidental to the cost of the concrete pavement.

The concrete pavement shall be reinforced by placing No. 6 tie bars along each longitudinal joint on 36" centers. Dowel bars shall be placed along each transverse contraction joint on 12" centers. Tie bars and dowel bars shall be placed to a depth of 4" below finished grade. The cost of reinforcing the concrete pavement shall be considered incidental to the cost of the concrete pavement.

All Portland Cement Concrete shall be treated with a protective coat application of linseed oil or curing compound for temperatures over 40 degrees. The cost of the protective coat application shall be considered incidental to the cost of the item being protected.

Method of Measurement. This work will be measured in place in square yards.

Basis of Payment. The work shall be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT 8". The price shall include all labor, materials, and equipment necessary to install the concrete pavement and any other items required to complete the work as specified on the plans and described herein.

SP-22 CONCRETE COLOR ADDITIVE:

Description of Work. This work shall consist of including a color additive to color the proposed concrete improvements (sidewalk, concrete pavement and decorative compass) in accordance with the colors shown on the plans.

The colors to be utilized include:

- Uni-Mix Liquid Integral Concrete Color #L4615 “Deep Charcoal” – Sidewalk, Pavement
- Uni-Mix Liquid Integral Concrete Color #L0961 “Harvest Wheat” – Compass
- Uni-Mix Liquid Integral Concrete Color #L0262 “Salt Marsh Gray” – Compass
- Uni-Mix Liquid Integral Concrete Color #L0448 “Putty” – Compass

The color additive shall be fully integrated into the concrete prior to pouring such that the concrete mixture is colored throughout the full-depth of the concrete pour.

Upon pouring of the colored concrete, a sealant shall be applied to the surface. The cost of sealing the concrete pavement shall be considered included in the cost of the surface being placed.

Method of Measurement. This work will be measured per cubic yard of concrete that is poured for CONCRETE COLOR ADDITIVE.

Basis of Payment. The work shall be paid for at the contract unit price per cubic yard for CONCRETE COLOR ADDITIVE. The price shall include all labor, materials, and equipment necessary to fully color the concrete to be poured and any other items required to complete the work as specified on the plans and described herein.

SP-23 CONSTRUCTION OF COMPASS DESIGN IN PAVEMENT:

Description of Work. This work shall consist of constructing a decorative concrete compass design in the proposed concrete pavement. The compass shall be constructed in accordance with the dimensions provided on the plans.

The pieces of the decorative compass shall consist of integrally colored concrete in accordance with the Special Provision for CONCRETE COLOR ADDITIVE. The thickness of the concrete used in the compass shall match the thickness of the Portland Cement Concrete parking lot pavement. The compass shall site on an aggregate base course that matches the rest of the parking lot.

Method of Measurement. This item of work shall not be measured. It is a lump sum item.

Basis of Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION OF COMPASS DESIGN IN PAVEMENT.

SP-24 DECORATIVE PLANTERS:

Description of Work. This work shall consist of furnishing and installing new decorative planters adjacent to the parking lot as indicated on the plans.

The decorative planters shall be made of concrete with a light sandblast graphic black color finish and two coats of semi-gloss acrylic sealant, 36” square by 30” high, made by Doty & Sons Concrete Products, Inc. or approved equal.

The planters shall have a 4" drain hole centered in the bottom of the planter and a minimum wall thickness of 3".

The planters shall be filled with topsoil. The filling of the planters with topsoil shall be considered included in the cost of the decorative planter installation.

Method of Measurement. This work will be measured per each for DECORATIVE PLANTERS.

Basis of Payment. The work shall be paid for at the contract unit price per each for DECORATIVE PLANTERS. The price shall include all labor, materials, and equipment necessary to furnish and install the planters and any other items required to complete the work as specified on the plans and described herein.

SP-25 FURNISH AND PLACE TOPSOIL:

Description of Work. This work shall consist of restoring the existing planter beds with fresh topsoil in accordance with applicable portions of Section 211 of the Standard Specifications for Road and Bridge Construction, except as modified herein or on the plans.

This work shall include furnishing and placing of fresh pulverized topsoil at locations shown on the plans within the construction limits and rolling the freshly placed topsoil as directed by the ENGINEER. The topsoil will be placed in such a manner that after normal settling the final grade of the soil will not be lower than the plan finished grade. The thickness of topsoil shall be 12".

Method of Measurement. This work will be measured in place in cubic yards for FURNISH AND PLACE TOPSOIL

Basis of Payment. The work shall be paid for at the contract unit price per cubic yard for FURNISH AND PLACE TOPSOIL. The price shall include all labor, materials, and equipment necessary to install the topsoil and any other items required to complete the work as specified on the plans and described herein.

SP-26 SPRAY IRRIGATION SYSTEM:

Description of Work. This work shall consist of designing, furnishing and installing a complete underground sprinkler irrigation system to provide efficient and even (**with minimal overspray onto signs, paved or non-planted areas and no overspray onto buildings**) of all planting areas, compatible with proposed plant materials as specified, and ready for operation. The work included in this Specification shall consist of all layout, design, planning, labor, tools, materials, tests, permits, service taps, meters, backflow prevention and other related items necessary for the installation and operation of the irrigation system.

Irrigation equipment shall be coordinated with utility location to avoid overspray onto or spray blockage from above grade utilities, such as electric transformers, light standards, etc. The minimum coefficient of uniformity shall be 80.

Any item of labor, material or equipment not specified or shown in detail, but incidental to or necessary for the complete installation and proper operation of the system, shall be furnished by the Contractor without additional cost to the CITY.

The landscaped areas to be irrigated include three planter beds off of Main Street, as well as the planter bed near the entrance to City Hall at the northwest corner of the parking lot. Drawings depicting the existing irrigation system that was installed with the 2009 Municipal Center improvements project have been included in these specifications for reference.

All sleeving required for the execution of the work is to be provided under this Section.

Design Submittals. The Contractor shall provide an underground sprinkler irrigation system design using the conventional sprinkler heads, valves, piping, fittings, controller, wiring, service taps, meters, backflow prevention, etc. of sizes and types to adequately irrigate the landscape plant materials.

The irrigation system design shall be provided to the City via a single comprehensive shop drawing and catalog cut submittal. In addition, any assumptions, calculations and a written "watering schedule" with zone differentiation to ensure adequate watering of all plant materials shall be provided for CITY review. The minimum coefficient of uniformity shall be 80. Four (4) sets of shop drawings, catalog cuts and calculations shall be submitted to the City. Upon review the Contractor should anticipate revisions and shall incorporate all revisions into the plan and re-submit. No work shall commence until written approval of the irrigation design and shop drawings is obtained.

Prior to design, the Contractor and City representative shall meet on site to document the condition of the existing irrigation system and any and all other site conditions and utilities. The Contractor shall coordinate existing underground sprinkler irrigation with new irrigation and ensure the existing irrigation system will remain fully operational post-construction. Portions of existing irrigation system shall be removed or abandoned (capped) where required by new construction. This work shall also include removal of existing system hardware including but not limited to pumps, pump box, sprinkler heads as directed by the City

Before proceeding with design, the Contractor shall inspect the site, carefully check all grades and verify all dimensions and conditions affecting the work in order to proceed safely. Contractor shall report to the City all deviations and/or conflicts between Drawings, Specifications and site conditions. Extra work arising from failure to do so shall be performed at the Contractor's expense.

Prior to the start of any work, the Contractor shall verify available static water pressure (PSI) and gallons per minute (GPM) at point of connection to water service. Any replacement, relocation or additional materials required as a failure to check and verify accuracy of reported (PSI) and (GPM) shall be done at the Contractor's expense.

Post Construction Submittals: Contractor shall submit As-Built Drawings; Keys; Tools; Permits; Water Schedule; Instructions; Maintenance/Operation Manuals; etc.; as required per these Specifications.

The Contractor shall maintain a current record of all pipes, heads, sleeves and other equipment placement and shall record any variations of the original Drawings approved by the City. Upon completion of the irrigation system and prior to release of the final payment, the Contractor shall provide the City with an electronic "As Built Drawing(s)" of the complete irrigation system in pdf format. Any pipe not installed in accordance with the shop drawings, as approved, shall be dimensioned to a permanent structure sufficient for location after burial.

Qualifications of the Installer: Contractor shall be an experienced sprinkler irrigation contractor providing three references for similarly sized design – build projects within northeast Illinois. The sprinkler irrigation system must be installed by a state of Illinois Certified Irrigation Contractor and designed by a Certified Irrigation Designer.

Permits and Coordination with the City: Any permits as a result of the irrigation system shall be the responsibility of the Contractor to obtain. Fees associated with any permits shall be the Contractor's responsibility. The Contractor shall coordinate with the City regarding metering and backflow prevention.

Guarantee: The system shall be guaranteed for all workmanship and material for a period of one (1) year from the date of acceptance of the system. Repair and/or replace defective irrigation equipment as determined by the City for the duration of the guarantee period. Repairs and/or replacements shall be made in the same manner as specified for the original irrigation system and shall be done at no cost to the City. Damage to landscape materials as a result of irrigation repairs shall be the responsibility of the Contractor.

It is expressly understood the Owner will be responsible during the Guarantee Period for normal maintenance of the project, as defined in the Contractor's Operation and Maintenance Manual and Watering Schedule Submittals.

Testing: All tests are to be witnessed by the City. The Contractor shall give advance notice of twenty-four (24) hours in writing to the City before proceeding with tests. The Contractor shall PRE-TEST for Pressure and Performance Coverage prior to the City's review of said tests to confirm that the sprinkler irrigation system will meet the requirements of the specified tests.

1. **Pressure Test:** All system joints, connections, couplings, valves and all other junction points shall be left exposed until completion and acceptance of the pressure test. All leaks, however minor, shall be repaired and corrected. The City shall be present during the test. The total sprinkler irrigation system shall be pressure tested for acceptance.
2. **Performance Coverage Tests:** Upon completion of the system installation and after the flushing and pressure tests are completed, the Contractor shall operate the system in the presence of the City. The automatic system shall be cycled to the satisfaction of the City. The City may request that up to five (5) percent of the total nozzles and five (5) percent of the heads may also be relocated at no extra cost to the City.

Pipe Sleeves: All irrigation pipe sleeves shall be provided and installed by the Contractor as shown on the approved Shop Drawings and as specified. CONTRACTOR

SHALL COORDINATE LOCATION AND INSTALLATION OF PIPE SLEEVING PRIOR TO PAVING OPERATIONS.

Products: All materials and equipment shall be new and of the best quality. All items of equipment or material shall be as specified or approved equal.

PLASTIC PIPE

- A. PVC pipe upstream of the control valves shall be Schedule 80 and conform to all requirements of ASTM D2241.
- B. PVC pipe (zone lines) downstream of the control valves shall be Schedule 40 (pressure rated for 200 psi), and conform to all requirements of ASTM D1784 and D1785.
- C. PVC Pipe sleeving shall be Schedule 40 and conform to all requirements of ASTM D1784 and D1785 unless otherwise noted on the Drawings.
- D. All pipe shall be marked with manufacturer's name, class of pipe and NSF seal. Pipe shall bear no evidence of interior or exterior extrusion marks. Pipe walls shall be uniform, smooth and glossy. Pipe may be pre-belled or with individual solvent-weld couplings.
- E. All fittings for lateral lines shall conform to the requirements of ASTM D2466 SCHEDULE 40 PVC with exception to steam rotor head riser assembly nipples which shall be ASTM D2464 SCHEDULE 80 PVC. All lateral line fittings shall be of the solvent weld type except where risers, valves, etc. require threaded transition fittings.
- F. All threaded fittings for mainlines shall conform to requirements of ASTM D2464, SCHEDULE 80 PVC. All glued fittings for mainlines shall conform to the requirements of ASTM D2466, Schedule 40 PVC.
- G. All pipe must be delivered in at least twenty (20) foot lengths.
- H. All PVC pipe and fittings shall conform to the following minimums:
 - 1. Tensile strength 78F 5,000 psi
 - 2. Izod impact strength (notched) 15 ft. lb./in.
 - 3. Modulus of elasticity 300,000 psi
 - 4. Compressive strength 8,500 psi
 - 5. Flexural strength 10,000 psi

SPRINKLER HEADS

- A. Shall be of the type, manufacturer and size shown on the approved Shop Drawings.

AUTOMATIC VALVE/REMOTE CONTROL VALVES

- A. Shall be of the type, manufacturer and size shown on the approved Shop Drawings. All control valves shall be brass or approved equal.

CONTROLLER

- A. Shall be solid state capable of independent, zone-specific programming or storing a minimum of three different programs to allow for separate schedules for zones with differing water needs.
- B. The controller shall either include a rain sensor or be capable of interfacing with a rain sensor and shall have a means for indicating to the user when the rain sensor has suspended irrigation.
- C. The controller shall be capable of allowing for a manual operation troubleshooting test cycle. The window for manual operation shall be limited to two hours, and the controller shall automatically return to default mode, even if the switch is still positioned for manual operation

CONTROL WIRE FOR AUTOMATIC VALVE OPERATIONS

- A. Control wire must be insulated single strand copper designed for twenty (20) to fifty (50) volts and UL approved as Type U.F. (Underground Feeder).
- B. Copper conductor must meet or exceed ASTM B-3 requirements.
- C. Red and white colors shall be available for common and lead-in wires.
- D. Yellow color shall be provided for spare wires (if spare wire(s) are existing).

QUICK COUPLING VALVES

- A. Shall be of type, manufacturer and size shown on the approved Shop Drawings. ONE (1) INCH VALVE AND SWING JOINT SHALL BE USED AT "AIR-BLOW" CONNECTION TO REDUCE AIR FRICTION.
- B. Provide matching valve keys, cap keys and hose swivels as shown on the approved Shop Drawings.

MANUAL GATE VALVES

- A. Shall be of the type, manufacturer and size shown on the approved Shop Drawings.

MANUAL DRAIN VALVE

- A. Shall be of the type, manufacturer and size shown on the approved Shop Drawings.

VALVE BOXES

- A. Unless otherwise specified, all automatic valves and manual gate valves shall be enclosed with a locking lid or approved equal.
- B. Manual drain valves shall be enclosed in a two (2) inch PVC pipe and covered with a locking cap and PVC pipe.
- C. Provide two (2) lid keys and two (2) valve keys per Valve Box type to City.

- D. Size valve boxes as required to provide approximately three (3) inches clear between valve box and valve on all sides. Provide and install valve box extensions as required.

SERVICE TAPS, METERS, BACKFLOW PREVENTION

All service taps, meter equipment, backflow prevention and irrigation system water supply shall be coordinated, planned, permitted and provided in accordance with City Building code requirements.

OTHER SUPPLIES

All electrical wire splices must be made watertight with sealing 3M Direct Burial Splice Kit or approved equal.

Execution.

TRENCHING

Trenches shall allow for a minimum eighteen (18) inches of cover over sprinkler lines, twenty four (24) inches of cover for irrigation main lines and five feet of cover for main supply line. Maintain a minimum clearance of three (3) inches between irrigation lines within a common trench. Trenches for sleeves shall allow for a minimum of eighteen (18) inches of cover unless otherwise noted on the Drawings. Excavate no wider at any point than is necessary to lay pipe or install equipment. Excavate with vertical sides and provide bracing and shoring as required. All trenches must be straight and not have abrupt changes in grade. The trench bottoms and bedding material surrounding all pipes must be free of rocks greater than one (1) inch in diameter and all sharp-edged objects. Pulling of pipe is not permitted.

INSTALLATION

PVC Pipe

1. Due to the nature of PVC pipe and fittings, the Contractor shall exercise care in handling, loading, unloading and storing to avoid damage. Any pipe that has been dented or damaged shall be discarded until such damage has been cut out and the pipe is rejoined with a coupling.
2. PVC pipe ends shall be cut to ninety (90) degrees to the pipe length and cleaned of all cutting burrs prior to cementing. Use approved reaming tool. Pipe ends shall be wiped clean with a rag lightly wetted with PVC thinner. Cement shall be applied with a light coat on the inside of the fitting and a heavier coat on the outside of the pipe. Pipe shall be inserted into the fitting and given a quarter turn to seat the cement. Excess Cement Shall Not Be Used. Pipe will be tested as indicated elsewhere in these specifications. No backfilling will be permitted other than at the centers of pipe lengths until the pressure test is completed.
3. No PVC pipe may be threaded or connected to a threaded fitting without an adapter.
4. Great care must be taken to insure that the inside of the pipe is absolutely clean. Any pipe ends not being worked on must be protected and not left open
5. Provide and install bare copper trace wire with all piping, main and lateral lines. Attach trace wire to pipes with nylon wire ties at 10' intervals and at all changes in direction. All trace wire splices shall be made by twisting wire ends together and attaching with water tight splices as specified.

Head Locations

1. Heads immediately adjacent to walks, curbs, shrub/groundcover planting bed edge, etc. shall have one (1) inch clearance between head and walks, curbs, shrub/groundcover planting bed edge etc. unless otherwise noted.

Control Wire:

1. Control wires are to be taped together at five (5) foot intervals: then this bundle is to be taped to the bottom of the supply line at ten (10) foot intervals with at least three (3) wraps of electrical tape.
2. All splices must be made watertight with sealing 3M Direct Burial Splice Kit and contained in valve boxes.
3. Splices will be permitted only at the valves and never between valves or valve and controller unless in a separate valve box. There must be a separate lead or "hot" wire to each automatic valve. One (1) common wire will be acceptable.
4. Minimum size of wire is to be determined by the Contractor and approved by the City.
5. Spare wire(s) shall be provided to all control valves. The spare wire(s) shall be shared by all the valves and shall complete the circuit back to the controller. Wire sizes shall be the same as the Ground Wire.

Automatic Valves:

1. Before installation of any automatic valves, the supply line must be thoroughly flushed.
2. All automatic valves shall be enclosed in valve boxes set above finish grade as shown on the drawings. Valve box extension may be required. Locate valve boxes in shrub and groundcover planting beds wherever possible and at points of easy access from paved and/or lawn areas.
3. Locate outside of paved areas and grouped together where possible. Where valves occur adjacent to paved areas, install so that valve boxes will not be closer than twelve (12) inches to paving and perpendicular or parallel to it. Group boxes shall be spaced evenly to provide a neat appearance.

Quick Coupling Valves:

1. Locate all quick couplers in shrub and/or groundcover planting beds when possible and at points of easy access from paved and/or lawn areas.

Pipe Sleeves:

1. All sleeves shall extend a minimum of twelve (12) inches beyond the edges of pavement.
2. Pipe for irrigation mains and laterals may be installed with sleeves but shall not include any pipes with couplers whenever possible.
3. Plug all ends of sleeves and irrigation mains and laterals to prevent soil from entering.

Pressure Testing:

1. Before backfilling, flush all new steel, cast iron and PVC main water lines; then pressure test at ninety (90) psi. This pressure shall be maintained until all joints, fittings and pipes have been inspected. Correct any leakage and repeat test until the system is watertight. Maximum psi loss in a fifteen (15) minute test shall be five (5) psi. Contractor to test system prior to final test.

2. Before backfilling, all PVC sprinkler lateral lines shall be flushed and pressure tested with the system exposed to static pressure. This pressure shall be maintained until all joints, fittings and pipes have been inspected. Correct any major leakage and repeat test until the system is reasonably watertight. Contractor to test system prior to final test. DO NOT INSTALL HEADS PRIOR TO TESTING -- PLUG RISERS AT LOCATION OF HEAD CONNECTION.
3. To be valid, all tests must be witnessed by the City. The Contractor must give twenty-four (24) hours written notice to the City prior to the anticipated date of inspection.

FINAL TESTING

1. Before the sprinkler system will be accepted, the Contractor, in the presence of the City, shall perform a water "Performance Coverage Test" to determine if the water coverage and operation of the system is complete and satisfactory. If any part of the system is inadequate, it shall be repaired or replaced at the Contractor's expense and the test repeated until accepted. The Contractor must give twenty-four (24) hours written notice to the City prior to the field review. The Contractor shall also adjust and balance sprinkler heads for optimum and uniform coverage without excessive fogging or overthrow on to signage, pavement(s), structure(s) and building(s); adjust all sprinkler head heights and set all valve boxes to proper grade prior to final review by City.

SYSTEM FAMILIARIZATION

1. Upon acceptance of the system by the City, the Contractor shall provide the City the necessary keys and/or other tools necessary to operate/drain/activate the system and spend sufficient time with the City to insure that the system operation/maintenance/winterizing can continue after the departure of the Contractor. The Contractor will be liable for all damages or losses resulting from failure to comply with the provisions of this paragraph.

FINAL ACCEPTANCE

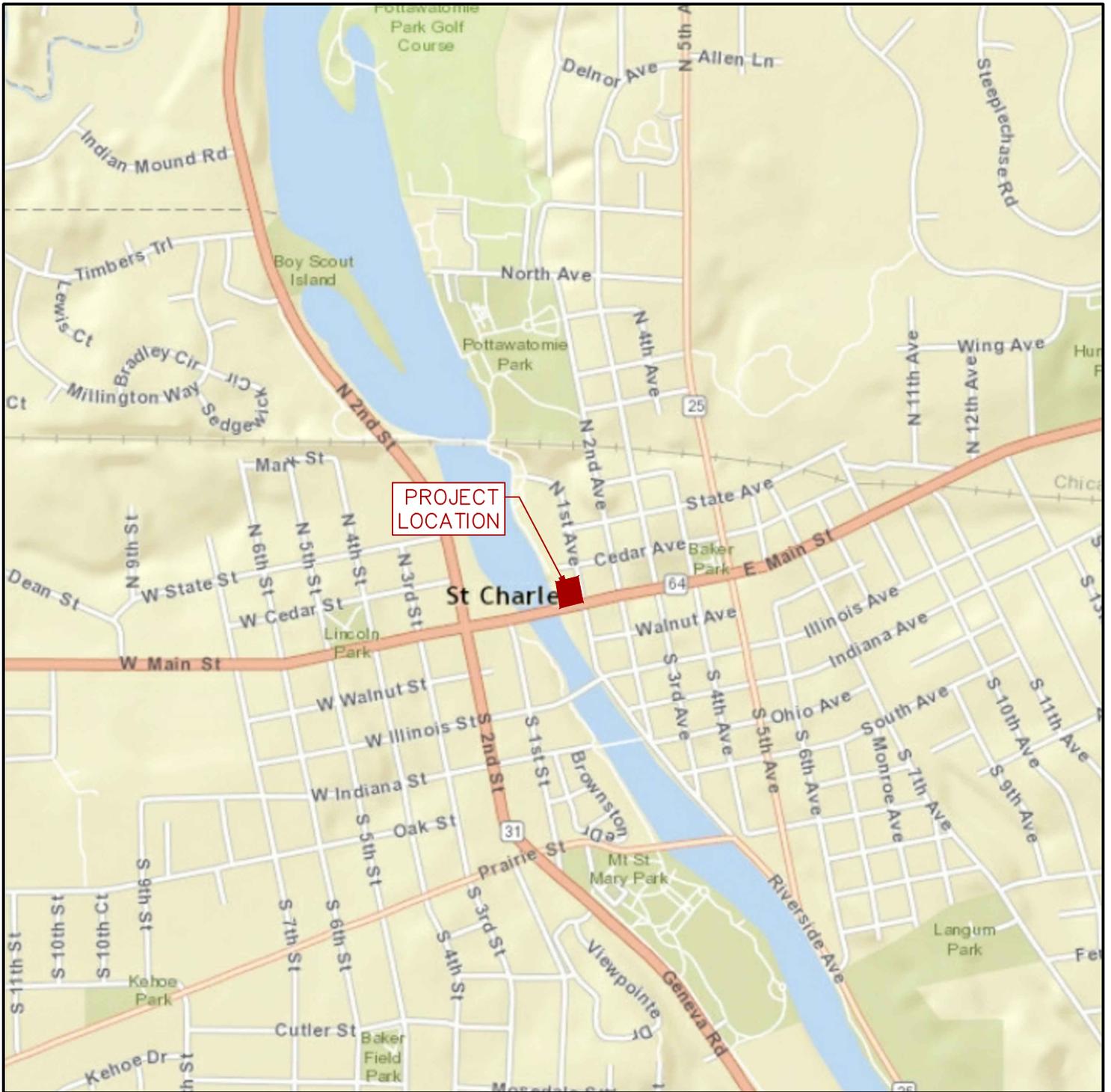
1. Upon completion and approval of all tests, final acceptance of the system will be contingent upon Contractor providing signed and approved sprinkler / plumbing / health / electrical permits as may be applicable as well as electronic "As Built Drawings" and two (2) three (3) ring binders of all catalog cuts/manufacturers' instructions/maintenance and operation information.
2. Prior to final acceptance of the irrigation system, the Contractor shall cooperate with City in recommending watering schedules.

GUARANTEE

1. The entire sprinkler system shall be guaranteed by the Contractor to give complete and satisfactory service as to materials and workmanship for a period of one (1) year from the date of final acceptance of the work by the City.
2. Should any trouble develop within one (1) year which, in the opinion of the City, is due to inferior or faulty material and/or workmanship, the trouble shall be corrected, without delay, to the satisfaction of the City and at the Contractor's expense.
3. Any settling of backfilled trenches shall be repaired by the Contractor at the Contractor's expense, including but not limited to, restoration of pavement, seeded, sodded and/or planted areas.

Basis of Payment. This work shall include all labor, equipment and incidentals necessary to complete the work described above and shall be paid for on a lump sum basis for SPRAY IRRIGATION SYSTEM.

END OF SPECIAL PROVISIONS



SOURCE: ESRI BASEMAPS - WORLD STREET MAP

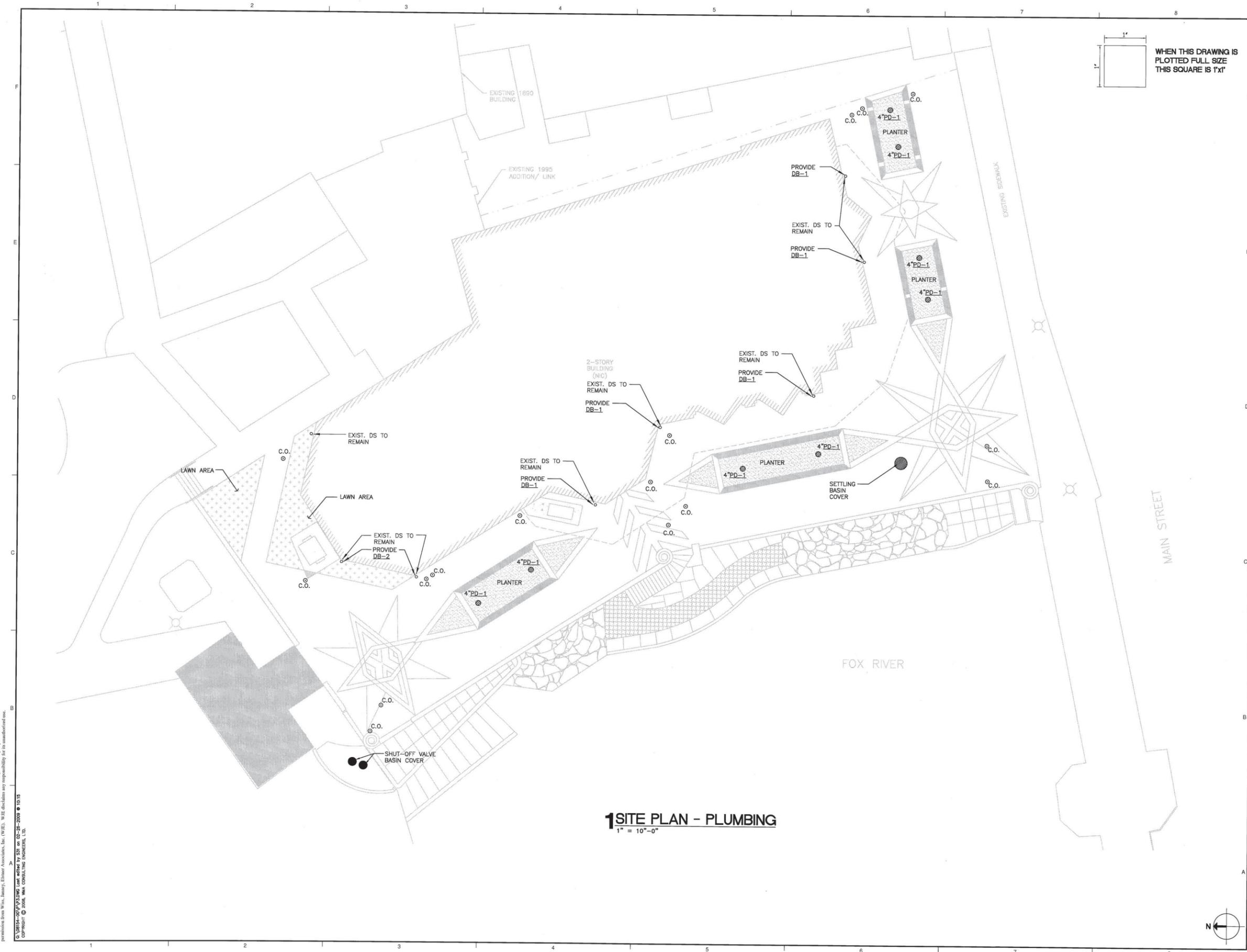
SCALE: 1" = 1000'

PLSS DESCRIPTION- SW1/4 SECTION 27, TOWNSHIP 40N, RANGE 8E

LATITUDE: N041.914067°

LONGITUDE: W088.312832°

CLIENT CITY OF ST. CHARLES 2 EAST MAIN STREET ST. CHARLES, IL 60174 630.377.4405	TITLE CHECKERBOARD PARKING LOT SITE IMPROVEMENTS	DWN.	EAM	CHKD.	JLB
		JOB# 180278			 N
 WBK ENGINEERING, LLC 116 WEST MAIN STREET, SUITE 201 ST. CHARLES, ILLINOIS 60174 (630) 443-7755	LOCATION MAP				DATE 03/14/2019
					EXHIBIT 1



1" = 10'-0"
 WHEN THIS DRAWING IS PLOTTED FULL SIZE THIS SQUARE IS 1'x1'

1 SITE PLAN - PLUMBING
 1" = 10'-0"

WJE ENGINEERS ARCHITECTS MATERIALS SCIENTISTS

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 Princeton | San Francisco | Seattle | Washington, D.C.



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WMA JOB # 08154-00
WMA Consulting Engineers, Ltd.
 815 South Wabash Ave. - Chicago, IL 60605
 Phone: (312) 786-4310 - FAX: (312) 786-1123

Project
River Wall and Plaza Preservation and Restoration
 2 E. Main St.
 St. Charles, IL 60174

Client
City of St. Charles
 2 E. Main St.
 St. Charles, IL 60174

Mark	Date	Description
2	6/10/09	ISSUED FOR CONSTRUCTION
1	2/26/09	ISSUED FOR BID

Project No. 2007.4079
 Date
 Drawn
 Checked
 Scale 1" = 10'-0"

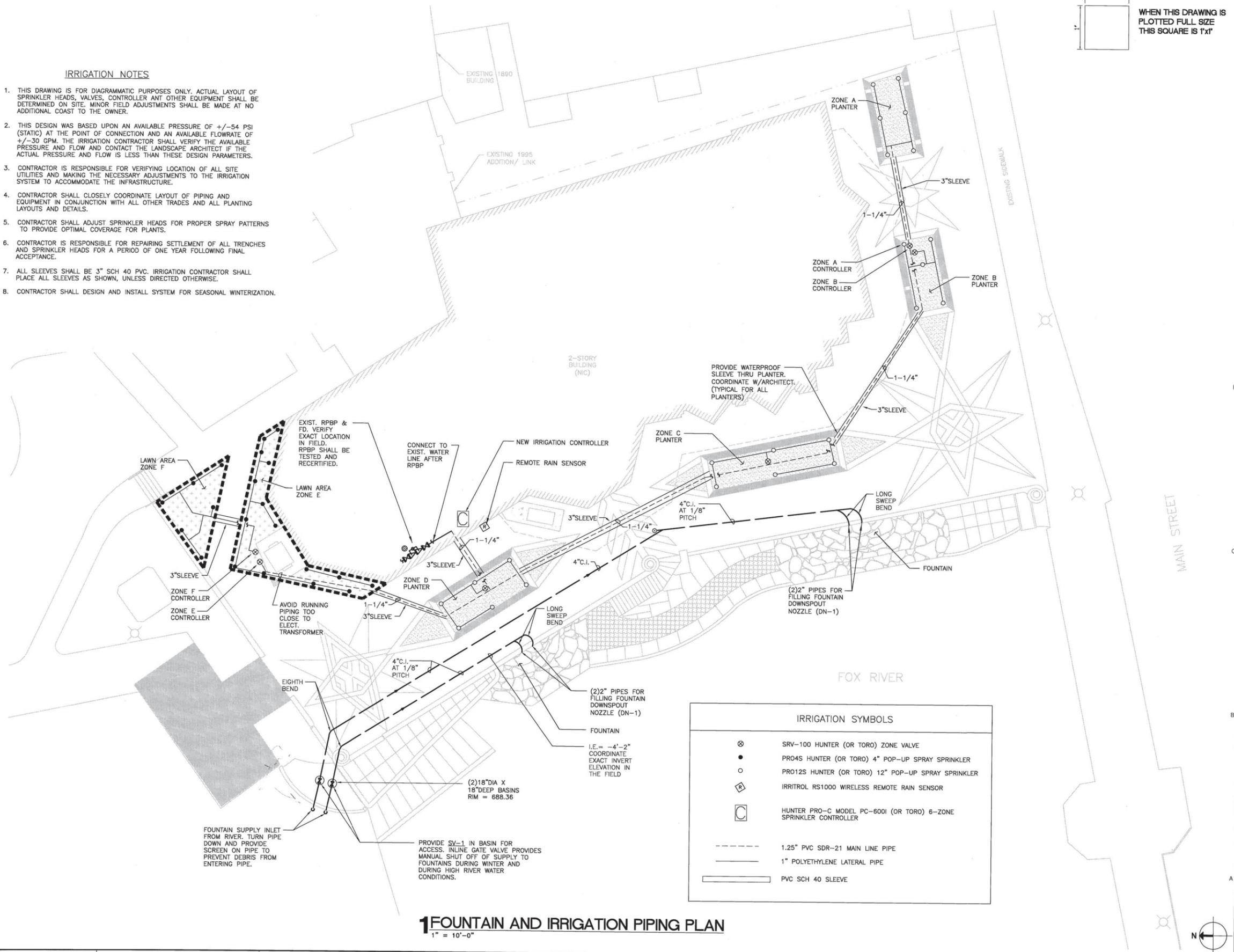
Sheet Title
Site Plan Plumbing
 Sheet No. **P3**

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 02-08154-00/PLUMBING PLAN written by SST on 02-28-2009 @ 10:15
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IRRIGATION NOTES

1. THIS DRAWING IS FOR DIAGRAMMATIC PURPOSES ONLY. ACTUAL LAYOUT OF SPRINKLER HEADS, VALVES, CONTROLLER ANT OTHER EQUIPMENT SHALL BE DETERMINED ON SITE. MINOR FIELD ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COAST TO THE OWNER.
2. THIS DESIGN WAS BASED UPON AN AVAILABLE PRESSURE OF +/-54 PSI (STATIC) AT THE POINT OF CONNECTION AND AN AVAILABLE FLOWRATE OF +/-30 GPM. THE IRRIGATION CONTRACTOR SHALL VERIFY THE AVAILABLE PRESSURE AND FLOW AND CONTACT THE LANDSCAPE ARCHITECT IF THE ACTUAL PRESSURE AND FLOW IS LESS THAN THESE DESIGN PARAMETERS.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL SITE UTILITIES AND MAKING THE NECESSARY ADJUSTMENTS TO THE IRRIGATION SYSTEM TO ACCOMMODATE THE INFRASTRUCTURE.
4. CONTRACTOR SHALL CLOSELY COORDINATE LAYOUT OF PIPING AND EQUIPMENT IN CONJUNCTION WITH ALL OTHER TRADES AND ALL PLANTING LAYOUTS AND DETAILS.
5. CONTRACTOR SHALL ADJUST SPRINKLER HEADS FOR PROPER SPRAY PATTERNS TO PROVIDE OPTIMAL COVERAGE FOR PLANTS.
6. CONTRACTOR IS RESPONSIBLE FOR REPAIRING SETTLEMENT OF ALL TRENCHES AND SPRINKLER HEADS FOR A PERIOD OF ONE YEAR FOLLOWING FINAL ACCEPTANCE.
7. ALL SLEEVES SHALL BE 3" SCH 40 PVC. IRRIGATION CONTRACTOR SHALL PLACE ALL SLEEVES AS SHOWN, UNLESS DIRECTED OTHERWISE.
8. CONTRACTOR SHALL DESIGN AND INSTALL SYSTEM FOR SEASONAL WINTERIZATION.

1" = 10'-0"
WHEN THIS DRAWING IS PLOTTED FULL SIZE THIS SQUARE IS 1'x1'



IRRIGATION SYMBOLS	
	SRV-100 HUNTER (OR TORO) ZONE VALVE
	PRO4S HUNTER (OR TORO) 4" POP-UP SPRAY SPRINKLER
	PRO12S HUNTER (OR TORO) 12" POP-UP SPRAY SPRINKLER
	IRRITROL RS1000 WIRELESS REMOTE RAIN SENSOR
	HUNTER PRO-C MODEL PC-6001 (OR TORO) 6-ZONE SPRINKLER CONTROLLER
	1.25" PVC SDR-21 MAIN LINE PIPE
	1" POLYETHYLENE LATERAL PIPE
	PVC SCH 40 SLEEVE

FOUNTAIN AND IRRIGATION PIPING PLAN
1" = 10'-0"

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Project
River Wall and Plaza Preservation and Restoration
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Client
City of St. Charles
2 E. Main St.
St. Charles, IL 60174

Mark	Date	Description
2	6/10/09	ISSUED FOR CONSTRUCTION
1	2/26/09	ISSUED FOR BID

Project No. 2007.4079
Date
Drawn
Checked
Scale 1" = 10'-0"

Fountain and Irrigation Piping Plan

Sheet Title
Sheet No. **P4**

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Testing • Inspection • Training • Consulting • Research • Geotechnical

January 17, 2018

Mr. Ken Jay
Public Works Manager
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Re: Geotechnical Letter Report
City Hall Parking Lot
2 E. Main St.
St. Charles, Illinois
CTL Project No. 18EG216

Dear Mr. Jay:

Enclosed are the results of the subsurface exploration performed by Chicago Testing Laboratory, Inc. (CTL) for the proposed improvements to the City Hall parking lot at 2 E. Main Street in St. Charles, Illinois. It is our understanding that the proposed improvements will include the reconstruction of the existing parking lot. The purpose of this exploration was to obtain general subsurface information in the areas of the proposed improvements and determine the depth of bedrock.

An additional investigation was also completed to determine the general subsurface information and the depth of bedrock across the street from the City Hall parking lot in the alley behind the Arcadia Theatre located at 105 E. Main Street.

Subsurface Exploration

The original subsurface exploration was conducted on December 21, 2018 and included advancing a total of four (4) soil borings to auger refusal on bedrock at depths of 7 to 8 feet below ground surface (bgs) within the existing parking lot. An additional subsurface exploration was conducted on January 15, 2019 and included performing one (1) boring to auger refusal on bedrock to a depth of 5 feet bgs in the alley behind the Arcadia Theatre. The boring locations were selected by the City of St. Charles and completed in the field based on site conditions and accessibility. Elevations of the boring locations were estimated using internet resources.

The soil borings were conducted by Rubino Engineering, a subcontracted drilling firm, under the field supervision by a CTL engineer using a track mounted GeoProbe 7822DT drill rig equipped with 3-1/4-inch hollow stem augers and an automatic hammer. Soil sampling was performed according to ASTM D 1586-99 "Penetration Test and Split Barrel



Sampling of Soils” using the Standard Penetration Test (SPT, ASTM D1556). In this procedure, a 2-inch O.D. split barrel or split spoon sampler is driven 18 inches into undisturbed soil using a 30-inch drop of a 140-pound hammer. The number of hammer drops (blow counts) is recorded in 6-inch intervals for each sample collected. The number of blow counts to advance the sampler the final 12 inches is called the SPT “N-value”. The N-values are shown on the Soil Boring Logs in Appendix A.

Soil samples were obtained with the split barrel sampler at 2.5-foot intervals to the boring termination depths. A CTL field engineer inspected, visually classified and logged the soil samples throughout the subsurface exploration. Unconfined compressive strength values (Q_p) of the cohesive soils encountered during the subsurface investigation were obtained in the field using a calibrated hand penetrometer. Representative soil samples from each sample interval were collected, placed in sealed glass jars and returned to the laboratory for further evaluation and testing.

Laboratory Testing Program

All soil samples collected during the subsurface exploration were inspected in the laboratory to verify the field classifications. A laboratory testing program was conducted on the soils encountered to characterize and determine the engineering properties for the design of the proposed improvements. All laboratory tests were performed according to ASTM standards and procedures. Moisture Contents (ASTM D2216) were performed on all soil samples

Based on the laboratory test results, soil samples were classified using the Unified Soil Classification System (USCS). The laboratory and field test results are shown on the Soil Boring Logs (Appendix A).

Subsurface Conditions

Borings B-1 to B-4 were completed in the existing parking lot at City Hall. Generally, the borings encountered near surface material consisting of 9 to 10 inches of pavement underlain by 2 to 3 inches of aggregate base course. Borings B-1 and B-3 encountered 2 to 2.5 inches of asphalt over 7 to 7.5 inches of concrete while borings B-2 and B-4 encountered 9 to 10 inches of concrete.

Below the surficial layers, boring B-1 encountered loose, brown sand with gravel to a depth of 6 feet bgs underlain by very dense, brown gravel with sand to auger refusal at the boring termination depth of 7.5 feet bgs. Borings B-2 through B-4 encountered fill soils consisting of sand and clayey sand to depths of 4 to 6 feet bgs below the surficial layers underlain by medium stiff to stiff, black clay to auger refusal at the boring termination depths of 7 to 8.25 feet bgs. Based on the depth of auger refusal, the bedrock depth is estimated to be at an elevation of 683 feet MSL.

Boring B-5 was completed in the alley behind the Arcadia Theatre. The boring encountered near surface material consisting of 2 inches of asphalt. Below the asphalt,



the boring encountered black and brown sandy clay fill with urban debris to a depth of 4 feet underlain by loose, brown silty sand to auger refusal at the boring termination depth of 5 feet bgs. Based on the depth of auger refusal, the bedrock depth is estimated to be at an elevation of 683 feet MSL.

Variations in the general subsurface soil profile were noted during the field investigation. Detailed descriptions of the soil borings are provided in Appendix A (Soil Boring Logs) which provides specific conditions encountered at each soil boring location. The stratifications shown on the soil boring logs represent the conditions only at the actual soil boring locations and represent the approximate boundary between subsurface materials; however, the actual transition may be gradual.

Groundwater Conditions

Water level measurements were taken in the soil borings when water was encountered while drilling and after the completion of the soil borings. None of the borings were left open to collect delayed water readings after leaving the site due to safety concerns. Water was only encountered in boring B-1 at a depth of 7 feet bgs.

Professional Disclaimer

This report was prepared on the basis of the project information supplied by the client and is intended only for use on this project. This report was prepared by interpreting the data from the soil borings and field tests made within the project limits and from the results of the laboratory tests obtained from the samples taken. The report gives a representative, but not exhaustive, picture of the project subsurface conditions. The geotechnical engineer warrants that the findings, specifications, and professional advice given within this report have been prepared using generally accepted professional engineering practices.

Chicago Testing Laboratory, Inc. (CTL) appreciates the opportunity to work with you on this project and look forward to serving as your Geotechnical Engineering Consultant on future projects. We would be pleased to discuss any questions you have about the contents of this report.

Respectfully Submitted,
CHICAGO TESTING LABORATORY, INC.

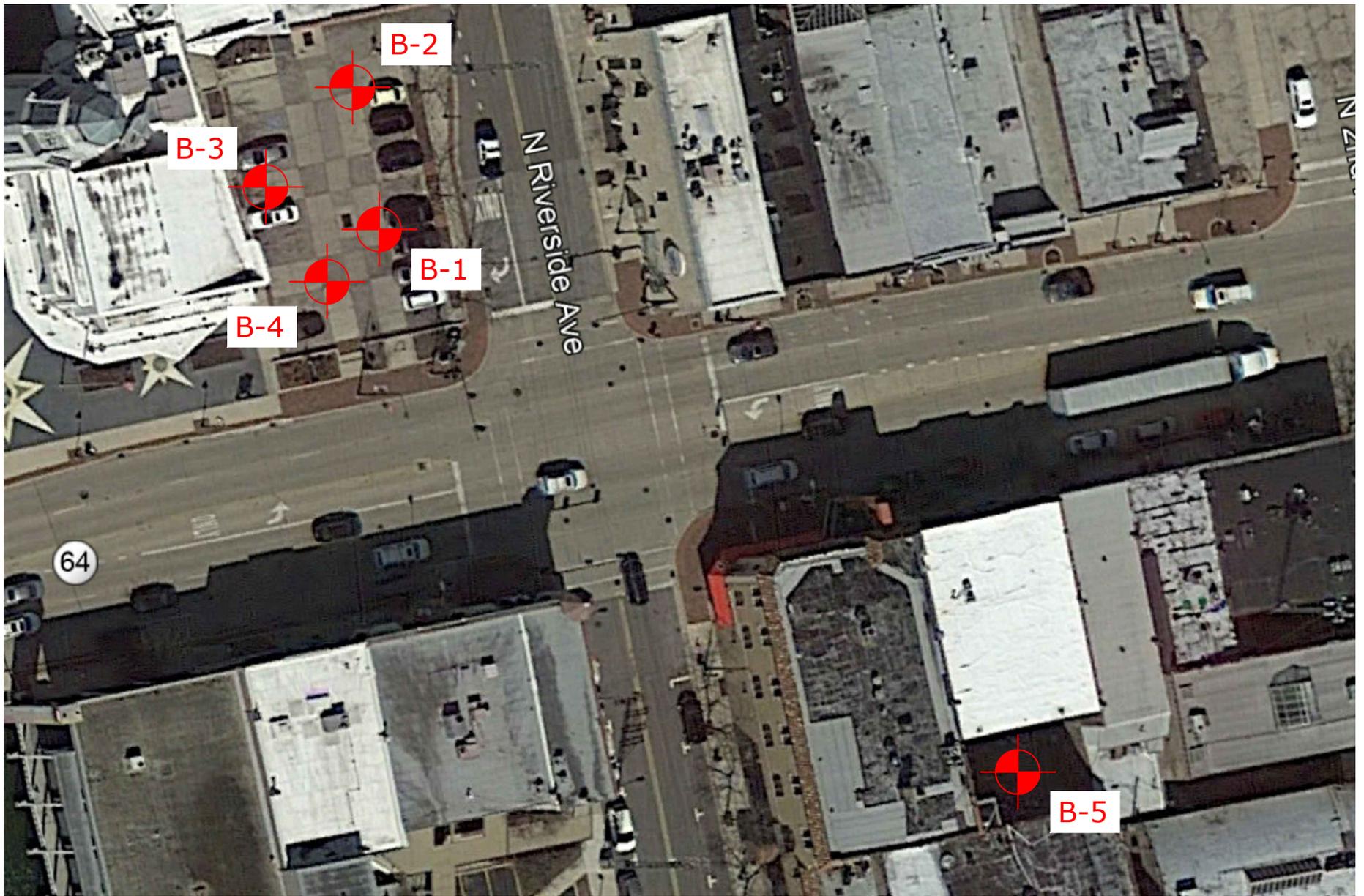
Handwritten signature of Jeffrey Rothamer in black ink.

Jeffrey Rothamer, P.E.
Project Manager

Handwritten signature of Riyad Wahab in black ink.

Riyad Wahab, PhD
Senior Geotechnical Engineer

Attachments: Boring Location Plan
Appendix A – Soil Boring Logs



 BORING LOCATION



CHICAGO TESTING LABORATORY, INC.

30W114 BUTTERFIELD ROAD
WARRENVILLE, IL 60555
PHONE: (630) 393-2851
FAX : (630) 393-2857

SCALE:
NTS

DRAWN BY:
JAR

CHECKED BY:
RW

DATE:
1/16/19

BORING LOCATION PLAN
18EG216 - CITY HALL PARKING LOT
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

APPENDIX A
SOIL BORING LOGS

Project: City Hall Parking Lot
Project Location: St. Charles, IL
Project Number: 18EG216



Log of Boring B-1
 Sheet 1 of 1

Date(s) Drilled December 21, 2018	Logged By JAR	Checked By RW
Drilling Method Hollow Stem Auger	Drill Bit Size/Type 3-1/4 inch	Total Depth of Borehole 7.5 feet bgs
Drill Rig Type GeoProbe 7822DT	Drilling Contractor Rubino Engineering	Approximate Surface Elevation 691 feet MSL
Groundwater Level and Date Measured 7 feet ATD	Sampling Method(s) SPT	Hammer Data Auto
Borehole Backfill Cuttings and Grout	Location SE Corner of Parking Lot	

P:\ElkGrove\Geo (200 Series)\2018 Soil Reports\18EG216 City Hall Parking Lot (City of St. Charles)\GeotechnicalField Testing\18EG216 Boring Logs.bgs [CTL as of 092818.ip]

Elevation, feet	Depth, feet	Sample Type	Sample Number	N-Value (SPT) (blows per foot)	Recovery (inches)	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Qp (tsf)	Qu (tsf)	Dd (pcf)	LL, %	PI, %	Organic, %	REMARKS
691	0						9 inches of Concrete								
			SS-1	10	10		3 inches of Aggregate Base Course								
			SS-2	8	0		SAND, some gravel (SPG) - Brown - Loose - Moist	4.7							
686	5							14.1							
			SS-3	70	6		GRAVEL, some sand (GPS) - Brown - Very Dense - Wet	20.0							
			SS-4	80	1		Auger Refusal at 7.5 feet bgs								
							Bottom of Boring at 7.5 feet bgs								
681	10														
676	15														
671	20														
666	25														

Figure

Project: City Hall Parking Lot
Project Location: St. Charles, IL
Project Number: 18EG216



Log of Boring B-2
 Sheet 1 of 1

Date(s) Drilled December 21, 2018	Logged By JAR	Checked By RW
Drilling Method Hollow Stem Auger	Drill Bit Size/Type 3-1/4 inch	Total Depth of Borehole 7 feet bgs
Drill Rig Type GeoProbe 7822DT	Drilling Contractor Rubino Engineering	Approximate Surface Elevation 691 feet MSL
Groundwater Level and Date Measured Not Encountered ATD	Sampling Method(s) SPT	Hammer Data Auto
Borehole Backfill Cuttings and Grout	Location NE Corner of Parking Lot	

Elevation, feet	Depth, feet	Sample Type	Sample Number	N-Value (SPT) (blows per foot)	Recovery (inches)	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Qp (tsf)	Qu (tsf)	Dd (pcf)	LL, %	PI, %	Organic, %	REMARKS
691	0						2 inches of Asphalt								
			SS-1	6	4		7 inches of Concrete								
							3 inches of Aggregate Base Course								
							FILL: SAND, some gravel (SPG) - Brown - Moist	12.1							
			SS-2	3	6		CLAY (CH) - Black - Stiff - Very Moist	45.3	1.0						
686	5		SS-3	50	3		Auger Refusal at 7 feet bgs								
							Bottom of Boring at 7 feet bgs								
681	10														
676	15														
671	20														
666	25														

Figure

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Project: City Hall Parking Lot
Project Location: St. Charles, IL
Project Number: 18EG216



Log of Boring B-3
 Sheet 1 of 1

Date(s) Drilled December 21, 2018	Logged By JAR	Checked By RW
Drilling Method Hollow Stem Auger	Drill Bit Size/Type 3-1/4 inch	Total Depth of Borehole 8.25 feet bgs
Drill Rig Type GeoProbe 7822DT	Drilling Contractor Rubino Engineering	Approximate Surface Elevation 691 feet MSL
Groundwater Level and Date Measured Not Encountered ATD	Sampling Method(s) SPT	Hammer Data Auto
Borehole Backfill Cuttings and Grout	Location NW Corner of Parking Lot	

Elevation, feet	Depth, feet	Sample Type	Sample Number	N-Value (SPT) (blows per foot)	Recovery (inches)	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Qp (tsf)	Qu (tsf)	Dd (pcf)	LL, %	PI, %	Organic, %	REMARKS
691	0						10 inches of Concrete								
							2 inches of Aggregate Base Course								
		SS-1	6	13	13		FILL: SAND, some gravel (SPG) - Black and Brown - Wet	17.2							
		SS-2	3	8	8		FILL: CLAYEY SAND, some gravel (SP-SC) - Brown - Wet	25.0							
686	5						CLAY (CH) - Black - Medium Stiff - Moist	20.8							
		SS-3	2	14	14										
		SS-4	50	1	1		Auger Refusal at 8.25 feet bgs								
							Bottom of Boring at 8.25 feet bgs								
681	10														
676	15														
671	20														
666	25														

Figure

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Project: City Hall Parking Lot
Project Location: St. Charles, IL
Project Number: 18EG216



Log of Boring B-4
 Sheet 1 of 1

Date(s) Drilled December 21, 2018	Logged By JAR	Checked By RW
Drilling Method Hollow Stem Auger	Drill Bit Size/Type 3-1/4 inch	Total Depth of Borehole 8.25 feet bgs
Drill Rig Type GeoProbe 7822DT	Drilling Contractor Rubino Engineering	Approximate Surface Elevation 692 feet MSL
Groundwater Level and Date Measured Not Encountered ATD	Sampling Method(s) SPT	Hammer Data Auto
Borehole Backfill Cuttings and Grout	Location SW Corner of Parking Lot	

Elevation, feet	Depth, feet	Sample Type	Sample Number	N-Value (SPT) (blows per foot)	Recovery (inches)	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Qp (tsf)	Qu (tsf)	Dd (pcf)	LL, %	PI, %	Organic, %	REMARKS
692	0						2.5 inches of Asphalt								
							7.5 inches of Concrete								
							2 inches of Aggregate Base Course								
							FILL: CLAYEY SAND, some gravel (SP-SC) - Gray - Moist	10.6							
							FILL: SAND, some gravel (SPG) - Brown - Moist								
687	5	SS-2	8	8	1			6.5							
		SS-3	2	2	10		CLAY (CH) - Black - Medium Stiff - Very Moist	26.0	0.5						
		SS-4	50	50	1		Auger Refusal at 8.25 feet bgs								
							Bottom of Boring at 8.25 feet bgs								
682	10														
677	15														
672	20														
667	25														

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Figure

Project: City Hall Parking Lot
Project Location: St. Charles, IL
Project Number: 18EG216



Log of Boring B-5

Sheet 1 of 1

Date(s) Drilled December 21, 2018	Logged By JAR	Checked By RW
Drilling Method Hollow Stem Auger	Drill Bit Size/Type 3-1/4 inch	Total Depth of Borehole 5 feet bgs
Drill Rig Type GeoProbe 7822DT	Drilling Contractor Rubino Engineering	Approximate Surface Elevation 688 feet MSL
Groundwater Level and Date Measured Not Encountered ATD	Sampling Method(s) SPT	Hammer Data Auto
Borehole Backfill Cuttings and Asphalt Patch	Location Alley Behind Arcadia Theatre	

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Elevation, feet	Depth, feet	Sample Type	Sample Number	N-Value (SPT) (blows per foot)	Recovery (inches)	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Qp (tsf)	Qu (tsf)	Dd (pcf)	LL, %	PI, %	Organic, %	REMARKS
688	0						2 inches of Asphalt								
			SS-1	4	16		FILL: SANDY CLAY, with urban debris (SC-CL) - Black and Brown - Moist	15.0	1.5						
			SS-2	50	6		SILTY SAND, trace gravel (SP-SM) - Brown - Loose - Moist	14.0							
683	5						Auger Refusal at 5 feet bgs Bottom of Boring at 5 feet bgs								
678	10														
673	15														
668	20														
663	25														

Figure

Project: City Hall Parking Lot
Project Location: St. Charles, IL
Project Number: 18EG216



Key to Log of Boring

Sheet 1 of 1

Elevation, feet	Depth, feet	Sample Type	Sample Number	N-Value (SPT) (blows per foot)	Recovery (inches)	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Qp (tsf)	Qu (tsf)	Dd (pcf)	LL, %	PI, %	Organic, %	REMARKS
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

COLUMN DESCRIPTIONS

- 1 **Elevation, feet:** Elevation (MSL, feet)
- 2 **Depth, feet:** Depth in feet below the ground surface.
- 3 **Sample Type:** Type of soil sample collected at the depth interval shown.
- 4 **Sample Number:** Sample identification number.
- 5 **N-Value (SPT) (blows per foot):** Number of blows to advance driven sampler foot (or distance shown) beyond seating interval using the hammer identified on the boring log.
- 6 **Recovery (inches):** Length of material retained in split tube sampler and observed for description.
- 7 **Graphic Log:** Graphic depiction of the subsurface material encountered.
- 8 **MATERIAL DESCRIPTION:** Description of material encountered. May include consistency, moisture, color, and other descriptive text.
- 9 **Water Content, %:** Water content of the soil sample, expressed as percentage of dry weight of sample.
- 10 **Qp (tsf):** Pocket penetrometer value. Indicates relative strength of cohesive materials.
- 11 **Qu (tsf):** Unconfined Compressive Strength determined using the RIMAC spring tester as modified by IDOT (Failure mode: B-Bulge, S-Shear)
- 12 **Dd (pcf):** Dry unit weight of soil sample measured in lab.
- 13 **LL, %:** Liquid Limit, expressed as a water content
- 14 **PI, %:** Plasticity Index, expressed as a water content
- 15 **Organic, %:** Organic Content (AASHTO T 267)
- 16 **REMARKS:** Comments and observations regarding drilling or sampling made by driller or field personnel.

FIELD AND LABORATORY TEST ABBREVIATIONS

SPT: Standard Penetration Test (ASTM D 1586)
Wc: Water Content (ASTM D 2216)
Qp: Pocket Penetrometer Value
Qu: Unconfined Compressive Strength (ASTM D 2166)
USCS: Unified Soil Classification (based on ASTM D 2487 & 2488)

bgs: Depth below ground surface
tsf: Tons per square foot
pcf: Pounds per cubic foot

TYPICAL MATERIAL GRAPHIC SYMBOLS

- Well graded GRAVEL (GW)
- Well graded GRAVEL with Silt (GW-GM)
- Poorly graded GRAVEL with Silt (GP-GM)
- Silty GRAVEL (GM)
- Clayey GRAVEL (GC)
- Well graded SAND (SW)
- Poorly graded SAND (SP)
- Well graded SAND with Silt (SW-SM)

- Well graded SAND with Clay (SW-SC)
- Poorly graded SAND with Silt (SP-SM)
- Poorly graded SAND with Clay (SP-SC)
- Silty SAND (SM)
- Clayey SAND (SC)
- SILT, SILT w/SAND, SANDY SILT (ML)
- SILT, SILT w/SAND, SANDY SILT (MH)
- Fat CLAY, CLAY w/SAND, SANDY CLAY (CH)
- SILT, SILT with SAND, SANDY SILT (ML-MH)
- Lean-Fat CLAY, CLAY w/SAND, SANDY CLAY (CL-CH)

- SILTY CLAY (CL-ML)
- Lean CLAY/PEAT (CL-OL)
- Fat CLAY/SILT (CH-MH)
- Silty SAND to Sandy SILT (SM-ML)
- Silty SAND to Sandy SILT (SM-MH)
- Clayey SAND to Sandy CLAY (SC-CL)
- Clayey SAND to Sandy CLAY (SC-CH)
- Silty to Clayey SAND (SM-SC)

TYPICAL SAMPLER GRAPHIC SYMBOLS

- 2-inch-OD unlined split spoon (SPT)

OTHER GRAPHIC SYMBOLS

- Water level (at time of drilling, ATD)
- Water level (after waiting a given time)
- Minor change in material properties within a stratum
- Inferred or gradational contact between strata
- Queried contact between strata

GENERAL NOTES

- Material descriptions are based, in part, on IDOT's IDH Textural Classification and AASHTO M-145. Descriptions are interpretive and therefore are subjective based upon the experience of the one making the observations. Field descriptions and samples are reviewed by experienced geotechnical engineers, geologists and technicians and the overall objective of the project was considered when preparing the boring log.
- Test data and material descriptions presented apply only at the specific boring location and at the time the borings were advanced. They may not be representative of subsurface conditions at other locations or times.
- Changes in lithology (or layering), as shown on log(s), are influenced by factors and are often inferred or estimated based upon judgments of experienced personnel. Changes may be gradual or gradational.
- The Log of Boring is representative of a thorough effort to communicate accurately the observations made by field and lab personnel. Questions regarding logs are welcome.

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