

**ADDENDUM No. 1**

DATE: October 16, 2018

PROJECT: City of St. Charles – 2018 Dunham Road Sanitary Force Main Replacement

PROJECT NUMBER: STC-111

OWNER: City of St. Charles, Illinois

ENGINEER: Trotter and Associates, Inc.  
40W201 Wasco Road, Suite D  
St. Charles, Illinois 60175

TO: Prospective Bidders

The Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated September 21<sup>st</sup>, 2018, with amendments and additions noted below.

Return the provided Receipt of Addendum Acknowledgement to Trotter and Associates, Inc. and acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may disqualify the Bidder.

This Addendum consists of two (2) pages, plus attachments consisting of thirteen (13) pages.

**General Comments**

---

A Mandatory Pre-Bid Conference was held at 11:00 AM on Thursday, October 4, 2018 at the project site, starting at the intersection of Dunham Road and Fighting Saint Lane, St. Charles, IL 60174. The sign-in sheet and minutes of the Pre-Bid conference can be found as separate documents, enclosed separately, and shall be considered part of Addendum No. 1.

Bidders may satisfy the pre-qualification requirement of providing proof of ownership of a drilling rig with 100-ton pulling strength by providing proof of lease and use of a rig of this size on a project within the last 5 years.

**Modifications to Project Specifications**

---

**1. Section 00 52 00 – AGREEMENT**

Section 00 52 00 is hereby modified:

Article 3. CONTRACT TIME

All WORK shall be substantially complete within ~~Ninety (90)~~ **One Hundred Thirty (130)** calendar days after the date when the Contract Time commences to run as indicated in the Notice to Proceed and provided in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within ~~One Hundred and Five (105)~~ **One Hundred Forty-Five (145)** calendar days of the date when Contract Time commences to run.

**Modifications to Project Drawings**

---

**None made this Addendum.**

---

ALL ITEMS IN CONFLICT WITH THIS ADDENDUM ARE HEREBY DELETED.

THIS ADDENDUM IS HEREBY MADE PART OF THE CONTRACT DOCUMENTS AND SHALL BE NOTED ON THE PROPOSAL.

END ADDENDUM No. 1

Attachments:	Pre-Bid Conference Sign-In Sheet	1 page
	Pre-Bid Conference Meeting Minutes	5 pages
	Section 00 52 00 – Agreement	6 pages
	Addendum No. 1 Acknowledgement	1 page





**City of St. Charles**  
**2018 Dunham Road Sanitary Force Main Replacement**

Pre-Bid Conference  
Thursday, October 4, 2018, 11:00 a.m.  
Minutes

**Attendees: Sign-In Sheet**  
**Introductions**

Jerry Ruth, P.E.	Trotter and Associates, Inc.	Project Manager
Tim Wilson	City of St. Charles	Environmental Services Manager
<i>Mike Burnett (not present)</i>	<i>City of St. Charles</i>	<i>Environmental Services Div. Mgr.</i>
Chris Rebone	City of St. Charles	Wastewater Assistant Div. Mgr.

**Receipt of Bids**

Sealed proposals will be received by the City of St. Charles for the project entitled “2018 Dunham Road Sanitary Force Main Replacement” until 10:30 am on Tuesday, October 23<sup>rd</sup>, 2018 at Office of the Purchasing Department, located at 2 East Main Street, St. Charles, Illinois 60174. The sealed bids will be publicly opened and read aloud immediately afterward in the City Council Chambers, on the same date. Sealed bids shall be addressed to the City of St. Charles, Purchasing Manager’s Office, 2 East Main Street, St. Charles, Illinois 60174 and shall be labeled “2018 Dunham Road Sanitary Force Main Replacement – City of St. Charles, Illinois”.

**Project Description**

Project will include installation of about 3,100 LF of force main, and all but 130 LF are to be directionally-drilled. The remainder is to be open-cut, including the crossing of Dunham Road. There is an alternate to drill the road crossing, as well. Quantities for the base bid and the alternate bid are indicated in Section 00 42 13 – Proposal Form. Project generally includes:

- A. Demolition
  - 1. Removal of ductile iron sanitary force main along Dunham Road.
  - 2. Earth Excavation.
  - 3. Roadway Pavements and Concrete Sidewalk.
- B. Site Work
  - 1. C900 sanitary force main along Dunham Road.
  - 2. Air Release and Force Main Cleanout Structures.
  - 3. Pavement Patching and Concrete Sidewalk Replacement.
  - 4. Restoration (seed & blanket) and Erosion and Sediment Control Measures.

**Comment:** *Bidders were asked to pay close attention to the requirements for a tracer wire raceway that is to be installed with the force main when it is directionally-drilled. Bidders were also asked to pay close attention to the requirements at the cleanout structures shown on C.8.*

**Comment:** *The south end of the force main will be open-cut, as well. Bidders were asked to pay close attention to the location and depth of the duct bank crossing indicated on C.1 near the discharge manhole.*

## **Funding**

Project will be locally funded.

**NOTE: Notice of Award and Notice to Proceed will be contingent on City approval process. The following is an anticipated approval schedule for the project and is subject to change:**

Bid Opening	10/23/2018
NOI	10/24/2018
NOI to Gov't. Services	11/26/2018
NOI to City Council	12/3/2018
NOI signed	12/10/2018
NTP	12/17/2018
Pre-Con	12/20/2018
Start Construction	1/2/2019

## **Bid Security**

A Bid Bond payable to the OWNER must accompany each BID for ten percent (10%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

A performance BOND in the amount of one hundred ten percent (110%) and a payment BOND in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

**NOTE: The performance bond requirement must be 110% of the contract price. The payment bond must be 100% of the contract price.**

## **Bidder Certification**

Bidders must complete all of the certifications within Division 00. These Certifications are required by the City of St. Charles.

To demonstrate qualifications to perform the WORK, each BIDDER must be prepared to submit within five (5) days of OWNER'S request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of BIDDER'S qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

Owner intends to award the contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the work in a satisfactory manner and to complete the work for the contract price and within the contract time.

*Comment: It was noted that bidders will be required to submit the following qualifications one week prior to submitting their bid for the City to evaluate:*

- 1. Proof of ownership of a 100-Ton drilling rig.*
- 2. 10 municipal references.*
- 3. Documentation of 50,000 lineal feet of 8" directionally drilled pipe installed previously.*

## **Instructions to Bidders**

The Project Specifications provides instructions to bidders on the requirements of the bid package.

## **Contract Time**

All WORK shall be substantially complete within **One Hundred Thirty (130) calendar days** after the date when the Contract Time commences to run as indicated in the Notice to Proceed and provided in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within **One Hundred Forty-Five (145) calendar days** of the date when Contract Time commences to run.

**NOTE: The contract duration is indicated in Section 00 52 00 – Agreement as only 90 days and 105 days for Substantial and Final Completion, respectively. However, this was in error and will be changed to the above values of 130 days and 145 days, respectively.**

## **Standard General Conditions**

The Standard General Conditions of the Construction Contract, as prepared by the Engineers Joint Contract Documents Committee, will apply to the contract and is included in the Project Specifications as Section 00 72 00. Section 00 73 00 – Supplementary Conditions amends and supplements Section 00 72 00.

## **Wage Provisions**

The Contractor shall pay wage rates not less than those prevailing wages established by the State of Illinois Prevailing Wage Act (*820 ILCS 130/0.01 et seq.*), and consistent with current City of St. Charles, Illinois Ordinance 2018-M-22. Prior to submitting his bid, the Contractor ensure that the wage rates used in arriving at his bid correspond to the current wage rates in effect. If these rates are revised by the Illinois Department of Labor during the duration of the contract, the revised rates shall apply to the contract.

## **Liquidated Damages**

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred dollars and zero cents (\$500.00)** for each day that expires after the time specified in Paragraph 3 for Substantial Completion until the work is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional **Five Hundred dollars and zero cents (\$500.00)** for each day that expires after the time specified in Article 3 for final completion until the work is accepted by the OWNER. Aggregate damages for time expired, past the time of final completion shall then be **One Thousand dollars and zero cents (\$1,000.00)**. At the option of the ENGINEER and OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.

Substantial Completion shall include the successful completion testing and operation of all sanitary sewer related appurtenances including paving and hard surface restoration and temporary restoration of any turf grass or landscaped areas. Final Completion includes all the previously listed items as well as permanent restoration of turf grass and landscaped areas.

## **Section 00 31 00 Available Project Information**

The geotechnical report for the project is included in the Specifications. This report notes the suitability of the soils encountered for horizontal directional drilling, as well as requirements for excavation, dewatering, backfill, etc. There is also a Specifications Section 31 23 19 – Dewatering that addresses additional dewatering requirements including the submittal of a dewatering plan. Dewatering shall be considered incidental to the Contract. There is an allowance of \$6,000 for testing of rejected soils.

## **Addenda**

Failure to acknowledge receipt of addenda within the project Bid Documents may result in the Bid being declared Non-responsive. Addendum 1 will be issued within the next week and will include, at a minimum, the following items:

- Copy of Pre-Bid Meeting Minutes
- Copy of Pre-Bid Meeting Sign-in Sheet

## **Questions/Clarifications from Bidders**

Questions and/or clarifications regarding this project should be directed in writing to Jerry Ruth, at the office of the Engineer, by facsimile to 630/587-0475 or by email to j.ruth@trotter-inc.com. Clarifications requested by Bidders must be in writing not less than 7 days prior to the date set for receipt of Bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to all plan holders who have attended the Mandatory Pre-Bid Meeting. Verbal answers are not binding on any party.

## **Questions/Answers Asked During the Prebid Conference:**

Is there a utility easement for this project?

*Response: A utility easement was granted to the City of St. Charles by School District 303 for the construction of the force main. A temporary construction easement was also granted to the City for the bidder to use during construction. These easements are indicated on sheet G4 and G.5:*

What are the soils like for the length of the force main?

*Response: Soil borings were performed along the length of the improvements. The locations of the soil borings are indicated on sheets C.1-C.7, and the results of these borings are indicated on sheet G.3 and in Section 00 31 32.01.*



SECTION 00 52 00 ADM1 AGREEMENT

THIS AGREEMENT is dated as the \_\_\_\_ day of \_\_\_\_\_ in the year 2018 by and between the City of St. Charles, Illinois (hereinafter called OWNER) and [CONTRACTOR NAME] (hereinafter called CONTRACTOR).

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

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

A. Demolition

1. Removal of ductile iron sanitary force main along Dunham Road.
2. Earth Excavation.
3. Roadway Pavements.
4. Concrete Sidewalk.

B. Site Work

1. C900 sanitary force main along Dunham Road.
2. Air Release Structures.
3. Force Main Cleanout Structures.
4. Pavement Patching.
5. Sidewalk Replacement.
6. Restoration with Seed.
7. Erosion and Sediment Control Measures.

Article 2. ENGINEER

Trotter and Associates, Inc. of St. Charles, Illinois (hereinafter called ENGINEER) will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK shall be substantially complete within ~~Ninety (90)~~ **One Hundred Thirty (130)** calendar days after the date when the Contract Time commences to run as indicated in the Notice to Proceed and provided in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within ~~One Hundred and Five (105)~~ **One Hundred Forty-Five (145)** calendar days of the date when Contract Time commences to run.

- A. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within

the time specified in Paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred dollars and zero cents (\$500.00)** for each day that expires after the time specified in Paragraph 3 for Substantial Completion until the work is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional **Five Hundred dollars and zero cents (\$500.00)** for each day that expires after the time specified in Article 3 for final completion until the work is accepted by the OWNER. Aggregate damages for time expired, past the time of final completion shall then be **One Thousand dollars and zero cents (\$1,000.00)**. At the option of the ENGINEER and OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

- B. The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.
- C. **Substantial completion shall include the successful completion testing and operation of all sanitary sewer related appurtenances including paving and hard surface restoration and temporary restoration of any turf grass or landscaped areas. Final Completion includes all the previously listed items as well as permanent restoration of turf grass and landscaped areas**

#### Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows

- A. Payment shall be made on the basis of the monthly estimates of partial completion, approved by the ENGINEER, except as otherwise provided in the detailed specifications for each class of WORK.
- B. The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient cost and pricing data to enable the Engineer to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

#### Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

- A. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.

1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
  2. Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.07 of the General Conditions.
- B. Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

#### Article 6. CONTRACTOR'S REPRESENTATIONS

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

- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- B. CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- F. CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- G. The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing subcontracts shall comply with:

1. All provisions of federal, State and local law,
2. All provisions of Illinois Administrative Code Title 35 Part 365 regarding fraud and other unlawful or corrupt practices;
3. All provisions of Illinois Administrative Code Title 35 Part 365 with respect to access to facilities, records and audit or records; and
4. All provisions of Illinois Administrative Code Title 35 Part 365 that require a “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

Article 7. CONTRACT DOCUMENTS

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

- A. This Agreement (Pages 1 to \_\_\_\_\_, inclusive).
- B. Exhibits to this Agreement
- C. Payment and Performance Bonds
- D. Notice of Award
- E. Notice to Proceed
- F. General Conditions
- G. Supplementary Conditions
- H. Section 00 43 43 - Wage Rates Form
- I. Specifications bearing the title “Dunham Road Sanitary Force Main Replacement – City of St. Charles, Illinois” as prepared by Trotter and Associates, Inc.
- J. Drawings, consisting of a cover sheet and all sheets as designated in SECTION 00 01 15 – List of Drawing Sheets, with each sheet bearing the title “Dunham Road Sanitary Force Main Replacement – City of St. Charles, Illinois” as prepared by Trotter and Associates, Inc.
- K. Addenda No’s \_\_ to \_\_, inclusive.
- L. CONTRACTOR’s Proposal (Pages 1 to \_\_, inclusive).
- M. Documentation submitted by CONTRACTOR prior to Notice of Award.
- N. Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

Article 8. MISCELLANEOUS

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

representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

- D. All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

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

This Agreement becomes effective as of \_\_\_\_\_, 2018.

**OWNER**  
CITY OF ST. CHARLES, ILLINOIS

**CONTRACTOR**  
[CONTRACTOR NAME]

by \_\_\_\_\_  
Raymond Rogina, Mayor

by \_\_\_\_\_  
[OFFICIAL NAME], [OFFICIAL TITLE]

*(Corporate Seal)*

*(Corporate Seal)*

Attested

Attested

by \_\_\_\_\_  
Charles Amenta, City Clerk

by \_\_\_\_\_  
[OFFICIAL NAME], [OFFICIAL TITLE]

*(Notary Seal)*

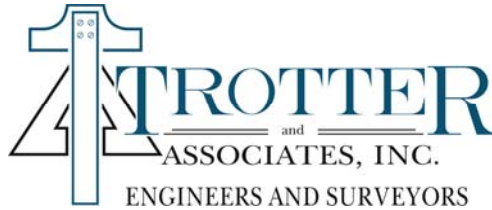
Address for Giving Notices

Address for Giving Notices

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

[CONTRACTOR]  
[ADDRESS 1]  
[ADDRESS 2]  
[CITY, STATE ZIP]  
[PHONE]

END OF SECTION 00 52 00



**City of St. Charles  
2018 Dunham Road Sanitary Force Main Replacement**

**Receipt of Addendum Acknowledgement  
Addendum No. 1**

Please check the appropriate box, enter the corresponding information required below, and return via fax to 630-587-0475 or email to [a.mestling@trotter-inc.com](mailto:a.mestling@trotter-inc.com). If you do not respond to this notice, repeat notices may follow. Failure to acknowledge receipt of addenda within the project Bid Documents may result in the Bid being declared Non-responsive.

\_\_\_\_\_ (Name of Plan Holder)

I have received the Addendum by email. I have confirmed that the Addendum is complete as indicated in the Addendum description.

I have received the Addendum via fax. I have confirmed that the Addendum is complete as indicated in the Addendum description.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name, Title)

Please send future correspondence by email to the address below.

\_\_\_\_\_ (Email Address)

Please send future correspondence by mail to the address below.

\_\_\_\_\_ (Recipient)

\_\_\_\_\_ (Company)

\_\_\_\_\_ (Street)

\_\_\_\_\_ (City, State, Zip)

I will not be bidding this project and request no further correspondence.