

INVITATION TO BID
AND
SPECIFICATIONS
FOR

Electric Utility Contracting Bid



CITY OF
ST. CHARLES
CITY OF ST. CHARLES
ILLINOIS
2018

∞ ILLINOIS • SINCE 1834 ∞

SPECIFICATION #180405-B

BID OPENING: April 5, 2018

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SPECIFICATION #180405-B

BID OPENING: April 5, 2018

Electric Utility Contracting Bid – Conventional Underground/Overhead Fiber Installation/Overhead Crew/Vacuum Excavation Specifications

Section I Notice to Bidders

Sealed bids will be received by the City of St. Charles at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois 60174 no later than **10:30 a.m., Thursday, April 5, 2018** for the **Electric Utility Contracting Bid**. All bids will be opened publicly and read aloud in the Council Chambers located at, Two East Main Street, St. Charles, IL 60174, at **10:30 a.m., Thursday, April 5, 2018**.

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

Any person, firm or corporation submitting a proposal shall have been in business a minimum of five years, and shall be fully experienced in all aspects of the projects described above. The successful bidder must provide proof of this past experience to the City of St. Charles as part of their bid submittal. Bidders are advised of the following requirements of this contract: 1) Compliance, where applicable, with the Illinois Prevailing Wage of the State of Illinois, Kane County; and 2) Certificate of Insurance meeting the City’s requirements. Strikethrough text has been intentionally deleted and those items are not required.

Bid Documents and Proposal forms may be obtained at no charge at the City of St. Charles website at, <http://www.stcharlesil.gov/bids-proposals> after Monday, March 12, 2018. Addenda will be available to via the website. It is the responsibility of the contractor to frequently check the City’s website for any future addendums. Contractors will be required to submit all addendum acknowledgement forms with their bid submittal. All questions shall be directed to Mr. Thomas Bruhl, Electric Services Manager, at 630-377-4401 or at tbruhl@stcharlesil.gov.

The City expressly reserves the right to reject any or all bids or to accept the one that appears to be in the best interest of the City. The City expressly reserves the right to waive any informalities, discrepancies or technical irregularities in a bid if to do so is in the best interest of the City. The City reserves the right to defer the acceptance of any bid and the award of a Contract. Prices quoted must be valid through April 30, 2019.

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

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

NOTE – THIS IS A COMBINED BID FOR MULTIPLE DIFFERENT SCOPES OF WORK. BIDDERS ARE ADVISED THAT THEY DO NOT NEED TO BID ON ALL UNITS AND SHOULD SIMPLY PUT “N/A” ON ANY UNIT COST THAT THEY DO NOT WISH TO OFFER A PRICE FOR OR DO NOT HAVE CAPABILITIES TO PERFORM.

END OF SECTION

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the Bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles Bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All Bids submitted are binding through April 30, 2019.**
- B. All Bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One Bid per Bidder is allowed.
- C. The award of Bids shall be made, after determination of the successful Bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful Bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all Bids, and to accept the Bid, which is in the opinion of the City Council, the lowest conforming Bid from a responsible Bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All Bids must be Bid on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and Bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the Bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.

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

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

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

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

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

REQUIRED _____ **NOT REQUIRED** x _____

- L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED _____ **NOT REQUIRED** x _____

2. **MATERIALS:**

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

3. **BID RESULTS:**

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

4. **ADDENDUM**

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

5. **BID DEPOSIT**

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

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

6. **PERFORMANCE & PAYMENT BONDS**

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

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

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

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

7. **GENERAL GUARANTY**

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

8. **ASSIGNMENT**

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

9. **DEFAULT**

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

10. **INSURANCE**

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

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

Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED _____ x _____ NOT REQUIRED _____

For this specific project, the City of St. Charles is requiring a liability umbrella of \$5,000,00 (aggregate for this project).

REQUIRED _____ X _____ NOT REQUIRED _____

11. **CERTIFICATE OF COMPLIANCE**

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

12. **HEALTH AND SAFETY ACT**

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

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

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

- A. Such records are true and accurate;

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

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

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

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

15. **RELEASE OF BID DEPOSITS**

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

16. **EQUAL OPPORTUNITY EMPLOYER**

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

17. **VETERANS PREFERENCE**

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

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All Bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**

All Bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. **SURVIVAL**

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

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

All Bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**

All Bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**

A. With each application for payment, submit waivers of mechanics liens from the Bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the Bidder has supplied the City with the waiver of liens.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The City reserves the right to designate which entries involved in the work must submit waivers.
4. Waiver Delays: submit each application for payment with the Bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of values.

REQUIRED x NOT REQUIRED _____



City of St. Charles Certificate of Insurance Requirements

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

1. Minimum Insurance Requirements and Limits

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

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

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

2. Cancellation or Alteration

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

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

4. Insurance Certificates

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

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

The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: "The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City), shall be named as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed. This coverage will apply on a primary and noncontributory basis."

6. Minimum Insurance Carrier

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

City of St. Charles and any official, trustee, director, officer or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, is added as Additional Insured, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER

CANCELLATION

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

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Electric Utility Contracting Bid – Conventional Underground/Overhead Fiber Installation/Overhead Crew/Vacuum Excavation Specifications

Section III & IV Specifications & Proposal Form

Overall Scope

The City of St. Charles is requesting bid proposals for contractor work for the Electric Utility. The work includes four different areas. The result of this bid will almost certainly be multiple purchase orders to different bidders, and such are likely to become blanket purchase orders for execution of work throughout the City fiscal year (through April 30, 2019). With the exception of the #2 item below for the fiber optic installation job, no unit quantities are known at this time, and there are no guarantees of any quantities.

This bid will also be used in the event the City requires emergency contracting throughout the fiscal year (May 1, 2018 to April 30, 2019).

There are four (4) sections of the bid:

- #1 – Conventional underground installation and maintenance
- #2 – Overhead fiber cable installation
- #3 – Overhead Loaded Crew Rates
- #4 – Vacuum Excavation Services

Vendor Certification:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

NOTE – THIS IS A COMBINED BID FOR MULTIPLE DIFFERENT SCOPES OF WORK. BIDDERS ARE ADVISED THAT THEY DO NOT NEED TO BID ON ALL UNITS AND SHOULD SIMPLY PUT “N/A” ON ANY UNIT COST THAT THEY DO NOT WISH TO OFFER A PRICE FOR OR DO NOT HAVE CAPABILITIES TO PERFORM.

#1 – Conventional Underground Installation and Maintenance Scope of Work:

- There are no firm planned projects for this scope of work. All work on this contract will be emergent based on cable failures or reliability/new business projects.
- The work includes installation of concrete encased conduit. Contractor also to install mule tape thru all installed pipes for future cable pulling by City and as proof of continuity as part of the unit cost.
- Installation of precast manholes – see below for required ancillary installation requirements.
- Excavation, elevation adjustment, and concrete “diamond” shaped pattern restoration of settling frame and covers in pavement.

Timeframe for Completion of Work:

Due to the nature of the work, the Contractor will be required to mobilize and perform the work within two weeks of the City request. Bidder must specify factors that limit the ability to complete the work within the above timeframe.

Bid Format:

The quotations shall be on a unit cost basis as per the below units.

Contractor is responsible for contacting J.U.L.I.E. and the unit pricing provided below shall include the excavation requirements of exposing existing utilities.

Contractor is responsible for communication with adjacent land owners, as appropriate, or tenants regarding work on their property. A door hanger card, placed at least 72 hours prior to work, is required. The City will provide a template door hanger notice on City letterhead that the Contractor can reprint. The letter should include a main contact from the Contractor to handle questions/concerns/complaints.

Any work in energized equipment is to be done by a qualified person meeting the requirements **as stated per OSHA 1910.269**, while City of St. Charles personnel are on site. This would include elbow installations into energized equipment, come core drilling work, and some mule tape installations.

Contractor must have an IDOT Certification of Eligibility and meet The City of St. Charles Insurance Requirements as well as IDOT and KDOT requirements. A copy of certification must be included with the bid response. Consistent with Illinois Law, Certified Payroll is also required. Invoices will not be paid by the City prior to receipt of Certified Payroll reports from the Contractor.

The Contractor is responsible for removing and hauling the spoils from their excavations within two days of completion of their work. The spoils shall be hauled to a City facility under City supervision. Upon dumping, the contractor must provide the City with the date, address, the quantity of material dumped, and the name of the driver. No foreign spoils that are not created by work within City limits will be permitted to be dumped at the City site. Contractor will be responsible for returning to the City facility to clean up any garbage their crew added to the spoils (coffee cups/food wrappers). Any unauthorized material dumping at the City site will be grounds for immediate termination of the contract, and potentially legal action.

We require the Contractor to take digital photos of the pre-existing conditions, prior to excavation, as part of their normal process. Such becomes invaluable for cases of hitting of mis-marked utilities and landscape restoration complaints. Contractor shall provide access to all pictures related to City work upon request. In the

absence of pre-existing conditions photos, Contractor will be responsible for satisfying customer complaints at Contractor expense.

For duct installation standards, assume top of duct at 36" below final grade. A unit cost adder for each foot lower that may be required shall be used for deep installations requiring to go under other utilities or to tie into deep manholes. For these units, assume standard shoring equipment. Note any additional costs for deeper installations where more elaborate shoring is necessary.

For concrete encased duct installations, assume 2" minimum of concrete above, below, and between conduits. Industry standard chairs/spacers should be included and considered incidental to each unit cost. Assume 3 to 4 bag mix or pea gravel mix concrete or flowable fill. No dye necessary. Assume EB-20 minimum conduit requirement. All bends greater than 22 degrees will be fiberglass.

For the bend installations, the unit cost shall include the material cost of the fiberglass elbow. Contractor will be responsible for procuring the fiberglass elbows for those unit costs.

For duct and manhole installations, assume that all trenches and excavations will be brought back up to grade with clean stone, CA7 up to about 1' below final grade and CA6 for the last foot. Pavement cutting of the trench route or manhole excavation shall be assumed necessary and included in the unit costs. Pavement restoration upon completion should not be in the unit costs.

For manhole installations, assume excavation of hole 1' deeper than bottom of manhole for stone base. Assume minimum 1' of adjustment ring between top of manhole and bottom of frame and cover. Assume driving of (4) – 8' ground rods on the outside perimeter of the manhole & connecting the ground rods with 4/0Cu wire that is to be connected to the ground rods and then tails installed into the manhole using provided holes near the bottom of the manhole. City will procure manhole, which includes delivery. City will also procure and provide ground rods, 4/0 ground wire, ground connectors, tools for contractor to use to connect ground wire to ground rods, concrete adjustment rings, and frame and cover. Contractor shall include 10" tall, 30" clear opening "Electric" Cover, EJIW 1320 (or approved equivalent) frame and cover. Straight, TEE, and X manhole standard drawings are attached for reference. Required shoring shall be included in the unit cost.

For frame and cover adjustments, the area around the frame and cover shall be concrete, per St. Charles specifications. The an area approximately 18" beyond the frame and cover will be saw cut out in a diamond shape, with a tip pointing in the direction of traffic travel, to minimize the lip that a snow plow would catch. Assume that the work will be on IDOT or KDOT ROW and will require a permit that the City will obtain. Assume that a message board 72 hours prior to the start of work will be required. Assume, and include in the unit cost, all the required MUTCD signs. Assume excavation, adjustment, and concrete pouring on the first day of work, and then sustained lane blockage/barricading for three additional days for concrete cure. Assume standard KDOT/IDOT concrete pavement testing requirements and include test samples and testing services as part of the unit cost. Assume either re-using the existing frame & cover or, if necessary, the City will provide a replacement frame and cover.

The City requires Certified Payroll be provided for the conventional underground services provided, prior to invoice payment to insure compliance with the Illinois Prevailing Wage Act.

Notice: The City of St. Charles does not locate or provide any information regarding private Electric, Sanitary Sewer, Storm Sewer (Sump lines), Water or Sprinkler systems, and dog fences. Sewer lines are private from the main near the road all the way to the home or business. Contractor is responsible for any and all damage to private facilities and should coordinate with land owners and tenants where work is being done to understand and protect, to the extent possible, any private facilities that will not be located by JULIE. Contractor shall

respond within two hours to any private damage claim and fully resolve the situation. The City shall be involved if there is a need to inspect a repair prior to backfill. Failure to adequately handle any damage claim is grounds for immediate termination of the contract. The use of acoustic equipment by the Contractor in storm and sanitary sewers for detecting sewer hits is preferred.

For work issued in this section, the City will provide a basic drawing with basic dimensions for the duct and manhole work. The contractor shall mark up the drawing as the facilities are installed and keep notes on the approximate location of the new structures. City will provide field surveying stakes and easement guidelines as required. Assume City will procure all required ROW permits.

Conventional Underground Unit Pricing Requested:

Install (2) – 5” PVC concrete encased.

\$ _____ per foot

\$ _____ additional per installed foot for every 12” of additional depth required

Install (4) – 6” PVC concrete encased.

\$ _____ per foot

\$ _____ additional per installed foot for every 12” of additional depth required

Install (6) – 6” PVC concrete encased.

\$ _____ per foot

\$ _____ additional per installed foot for every 12” of additional depth required

Install (9) – 6” PVC concrete encased.

\$ _____ per foot

\$ _____ additional per installed foot for every 12” of additional depth required

Install (12) – 6” PVC concrete encased.

\$ _____ per foot

\$ _____ additional per installed foot for every 12” of additional depth required

List below here any special circumstances that would require additional cost for more elaborate than standard shoring. Provide special pricing

Install Utility Concrete Products straight manhole.

\$_____per manhole installation

\$_____additional per installed foot for every 12” of additional depth required

Install Utility Concrete Products TEE manhole.

\$_____per manhole installation

\$_____additional per installed foot for every 12” of additional depth required

Install Utility Concrete Products X manhole.

\$_____per manhole installation

\$_____additional per installed foot for every 12” of additional depth required

Adjust manhole frame and cover with diamond shaped concrete pavement restoration.

\$_____per manhole

Installation of 22.5 degree fiberglass bend as part of concrete encased duct package.

\$_____per bend

Installation of 45 degree fiberglass bend as part of concrete encased duct package.

\$_____per bend

Installation of 90 degree fiberglass bend as part of concrete encased duct package.

\$_____per bend

Core drill a 3” to 6” diameter hole(s) into a manhole or splice box.

\$ _____ per work location

I acknowledge that any and all addenda have been reviewed and such is included in my pricing:

Yes _____ No _____

Multi-year opportunity: Please state below any opportunities for up to a three year deal, if possible. A complete second or third set of unit costs could be provided, or a percentage multiplier related to all unit costs could be provided. The future year pricing offer is conditional upon mutual agreement by the City and the Bidder in future years and the Bidder is not bound to the future year offerings.

Year 2 Offer (May 1, 2019-April 30, 2020): _____

Year 3 Offer (May 1, 2020-April 30, 2021): _____

End of Conventional Underground Section

#2 – Overhead Fiber Installation- Scope of Work:

The City is replacing an existing fiber optic line that extends between the Public Works Garage on 7th Avenue and the City Substation #5 on Dukane Drive. The fiber will be a 144 count fiber.

City staff has not walked the project. Contractor is advised to walk the extents of the project for unforeseen complications and shall indicate such complications below. The City will trim branches or remove trees that are in conflict with the work. Not all poles may be truck accessible or suitable to climb. City will replace any pole that has been recently tested by Osmose and found to be a reject.

City will provide all material and hardware.

The pricing shall be a lump sum to:

- Starting at a pole at Location 1 at 1405 S. 7th Avenue on the attached set of maps
- Leave 900' coil at the pole for underground installation into the building by City crews
- Install new fiber attachment hardware (dead end or tangent attachment) on 26 poles north up 7th Avenue to Indiana, generally on the west side of 7th Ave (follow existing City fiber). Install one 200' slack coil loop with City provided hardware as directed approximately in the middle of the span. Leave 100' coil that will eventually be spliced to existing fiber going west to Lincoln School, existing fiber going north, and to new fiber going to Sub 5. (Pages 1-4 of the attached maps)
- Leave 100' coil and install new fiber attachment hardware and continue fiber installation east down Indiana Avenue on 16 poles to 12th Avenue, with installation of a 300' slack coil loop with City provided hardware as directed near 12th Avenue. (Page 5 of the attached maps)
- The property east of 12th Avenue, on the north side of Indiana is currently under redevelopment that will relocate the overhead lines underground. (Page 6 of the attached maps). Contractor needs to include in their lump sum the more expensive of:
 1. Continue fiber overhead 4 spans east to pole at 1501 Indiana, leave 100' coil
 2. Deadend fiber west of 12th Avenue, riser down and into 3" PVC pipe, and pull 650 feet through pipe, riser up at 1501 Indiana, leave 100' coil. Assume 3" conduit already has mule tape in it for pulling
- From the pole at 1501 Indiana, leave 100' coil and continue north and east on 39 poles all the way to 2561 Dukane Drive (Sub 5), including a 300' slack coil loop somewhere near the middle of the span. Leave 600' coil on the riser pole outside of the substation (Pages 7, 8, 9, and 10 of the attached maps).

Contractor shall install cable identification marker (City provided) on each pole next to each tangent assembly or dead end.

WORKMANSHIP:

All work performed for the City shall meet the highest industry standard. The crew shall be familiar with fiber installation methods and means.

Contractor shall have tension limiting protection on the pulling equipment.

Fiber sag shall be per industry standards, and slack coil loops shall be as close to mid-span as possible and shall be installed with guys to minimize sag on the cable.

Additional splice points are not acceptable, crew needs to be able to pull the spans described without breaking the fiber.

PRICING:

Lump Sum fiber installation from Public Works Garage to Sub 5 \$ _____

Optional pricing:

The City may need to extend up to a 48 fiber south down 7th Avenue to a lift station at Division Ave. Additional price to string fiber south on approximately 30 poles (starting from the same Location1 on the attached maps), with one 300' slack coil loop somewhere midspan, and a 100' coil at the Lift Station on the east side of 7th Avenue at Division. The pole line for the install will be the one on the western side of 7th Avenue, except for the crossing at the last pole to the lift station. All poles are truck accessible; however, traffic control and protection devices will be needed.

Additional Lump Sum price to extend fiber south from Public Works to the Lift Station \$ _____

Time & Equipment Rate for additional unplanned work or emergency storm work. Provide loaded hourly crew rate for a fiber installation crew and the normal equipment, including a bucket truck, reel trailer, puller/tensioner device and other equipment, to hang, string, and secure fiber optic cable to poles. The duration of work should be assumed to be two weeks. Any mobilization/demobilization charges shall be provided.

Loaded Time & Equipment Crew Rate \$ _____ per hour

Overtime (1.5X) Loaded Time and Equipment Crew Rate \$ _____ per hour

Double time (2X) Loaded Time and Equipment Crew \$ _____ per hour

Mobilization Charge \$ _____ per event

Demobilization Charge \$ _____ per event

Identify below the criteria for when 1.5X or 2X time would need to be paid.

I acknowledge that any and all addenda have been reviewed and such is included in my pricing:

Yes _____ No _____

List below any contingencies or other considerations/exceptions or any other possible unit cost pricing that the City may find useful:

#3 - Overhead Contractor Loaded Crew Rate Pricing

St. Charles Municipal Electric Utility is seeking an IBEW overhead line contractor to be hired on a loaded crew rate for 12kV distribution overhead work, including emergency restoration work.

The City is in the process of replacing rotted poles after Osmose testing. A Contractor will be engaged, to replace secondary poles, wood streetlight poles, single phase primary poles, three phase primary poles, and larger poles supporting 34,500V lines.

The Contractor can expect non-storm related work to be a minimum of 2 weeks of continuous work and any mobilization and de-mobilization costs: truck delivery, staging, or setup should be included in the crew rates. The work scope could include continuous work for the entire fiscal year.

Storm work or shorter duration jobs shall use the mobilization unit cost, in addition to the hourly rates.

Scope:

All material, poles, and pole hardware will be provided by the City. Contractor will need to provide all hot arms, hoses, blankets, traffic control devices, and all other equipment needed to complete the work. A private property cart is defined as a backyard track machine capable of getting through a 30" gate and have the ability to set a pole in a back yard, including a bucket.

The Contractor is responsible for all traffic control and protection. Work in any ROW requires traffic control and protection measures that meet IDOT standards for such. A City inspector will be making spot checks and any deficiencies must be addressed immediately. The City will secure IDOT/KDOT/City permits for the work; however, the Contractor is responsible for reviewing the jobsite and quantifying the traffic control and protection needs. To the extent possible, lane closures should be avoided.

The Contractor may not start work before 7AM weekdays, and if working 8 hour days, must be off the line by 2:30PM weekdays. If required, the City shall place the line on "non-reclosing" and "hot line tag" each day by 7:15AM. Contractor must state any special "Lockout/Tagout" procedures that they would need. Should a contractor fail to clear the line by 2:30, the City shall reduce the total invoice of the job for City overtime costs. For every 15 minutes of City overtime needed, the lump sum job cost will be reduced at the rate of \$190.50 per hour.

The Contractor may provide separate pricing for 10 hour days, with a 4 day work week for the City to consider.

Respect for customer property is very important. Where specialized equipment could be utilized to minimize private property damage, Contractor should consider such. Contractor shall identify in their bid any work on private property that may damage trees, landscaping, fences, sheds, or other. Reasonable restoration of landscape required to complete the job will be performed by the City and shall not be required to be in the Contractor lump sum price. Any abnormal damage, as deemed by the City Inspector, shall be the responsibility of the Contractor, without any additional payment by the City. To the extent that private property damage can be minimized, it is in the Contractor's best interest. Any driveways or sidewalks in the construction zone should be photographed by the Contractor prior to work starting to defend against resident claims that Contractor work cracked or damaged such. Contractor shall be responsible for defending and satisfying any

claims for driveway or sidewalk damage. Pending resident claims against the Contractor could delay final invoice processing.

All scrap wire is the property of the City and shall be delivered to the City Public Works Compound in a coordinated meeting with the Inspector. The City knows how many pounds of scrap are to be generated, and any shortcoming of that will be held back from the final payment to the Contractor. Any transformers removed from the field shall also be delivered to a City facility.

The Contractor shall provide a Safety Officer contact for the City Inspector to address any safety related concerns that arise on the job. The Safety Officer shall have the ability to respond and address the concern in a timely fashion.

Job show up. The City Public Works facility, upon request, can be used for a job show up location. Utility trucks and private cars can be parked within our fenced in yard. The City reserves the right to revoke this privilege. The yard is open weekdays from 6AM to 5:30PM and locked at all other times.

This is an IBEW union job within Local 196 jurisdiction.

Contractor is required to abide by the Illinois Prevailing Wage Act and must submit certified payroll records with all pay requests. Pay request without certified payroll will not be processed by the City Accounts Payable Dept.

Loaded Crew Rate Pricing Request

The City is requesting contractors provide loaded hourly crew rates for scheduled work, emergency work. The City will provide all material for the work assigned to the contractor. If a contract crew is on property and a storm hits, the City expects the Contractor to ask the City first before pulling the crew out of town for other storm work. If a Contractor pulls a crew from the City, remobilization shall not be billable to the City.

For straight time, planned work, the contractor can assume that the work will be at least two weeks worth of continuous work.

For unplanned overtime work, the contractor needs to be prepared to work the amount of time that the City needs the crew for, which may be a short period, or may be an extended period. For emergency restoration work, the City expects the contractor to have the requested crews on site within 8 hours of notification.

Straight time hourly rates

The City may choose to hire the Contractor on a time and material basis for projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (3 journeyman linemen, digger derrick truck, private property cart for backyard work), assuming no flagging required. 8 hour work day.

\$_____per crew hour without flaggers – 8 hour work day

The City may choose to hire the Contractor on a time and material basis for projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (3 journeyman linemen, digger derrick truck, private property cart for backyard work), assuming no flagging required. 10 hour work day, 4 days a week.

\$_____per crew hour without flaggers – 10 hour work day

The City may choose to hire the Contractor on a time and material basis for projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (3 journeyman linemen, digger derrick truck, private property cart for backyard work), including two flaggers in the event that the job is on a street where a lane is blocked.

\$_____per crew hour with flaggers

Mobilization Charge – lump sum to cover all costs related to mobilizing and demobilizing at the City. This includes truck delivery, setup, and staging.

\$_____lump sum mobilization charge for jobs that are less than 2 weeks duration.

Long Term Contract Crew – If available, provide a reduced loaded crew rate in the event that City wished to employ a contract crew long term, which would be defined as a crew that worked 40 hours a week for the City of St. Charles for at least six months straight. Such could be employed in the event the City sustained major storm damage, or needed steady contractor support for an extended period of time. All material would be provided by the City.

\$_____per crew hour without flaggers – 8 hour work day

\$_____per crew hour without flaggers – 10 hour work day

List any conditions or clarifications to the Long Term Contract Crew hourly rate below:

Overtime at time and a half hourly rates

The standard time and a half charges are based on any approved or directed work by the City in excess of 40 hours per week, consistent with the provisions in the Collective Bargaining Agreement between the City of St. Charles and IBEW Local 196. Any different definition of what constitutes time and a half work shall be stated on the lines below the unit costs.

The City may choose to hire the Contractor on a time and material basis for projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (3 journeyman linemen, digger derrick truck, private property cart for backyard work), assuming no flagging required, **for overtime at time and a half, if such is part of your labor contract.**

\$ _____ for time and a half work, per crew hour without flaggers

The City may choose to hire the Contractor on a time and material basis for projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (3 journeyman linemen, digger derrick truck, private property cart for backyard work), including two flaggers in the event that the job is on a street where a lane is blocked, **for overtime at time and a half, if such is part of your labor contract.**

\$ _____ for time and a half work, per crew hour with flaggers

The below lines should be used to define what constitutes time and a half work, if different than the City of St. Charles/IBEW agreement.

As noted above, Contractor should provide basic definitions of what constitutes overtime (1.5X time) and what constitutes double time (2X time), if such is applicable. If no detail is provided, the definitions for overtime work will follow the City of St. Charles IBEW 196 contract in effect at the time of the work.

I acknowledge that any and all addenda have been reviewed and such is included in my pricing:

Yes _____ No _____

Multi-year opportunity: Please state below any opportunities for up to a three year deal, if possible. A complete second or third set of unit costs could be provided, or a percentage multiplier related to all unit costs could be provided. The future year pricing offer is conditional upon mutual agreement by the City and the Bidder in future years and the Bidder is not bound to the future year offerings.

Year 2 Offer (May 1, 2019-April 30, 2020): _____

Year 3 Offer (May 1, 2020-April 30, 2021): _____

End of Overhead Contractor Section

Overtime at double time hourly rates

The standard double time charges are based on any approved or directed work by the City in consistent with the provisions in the Collective Bargaining Agreement between the City of St. Charles and IBEW Local 196.

The City may choose to hire the Contractor on a time and material basis for projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (3 journeyman linemen, digger derrick truck, private property cart for backyard work), assuming no flagging required, **for overtime at double time, if such is part of your labor contract.**

\$ _____ for double time work work, per crew hour without flaggers

The City may choose to hire the Contractor on a time and material basis for projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (3 journeyman linemen, digger derrick truck, private property cart for backyard work), including two flaggers in the event that the job is on a street where a lane is blocked, **for overtime at double time, if such is part of your labor contract.**

\$ _____ for double time work, per crew hour with flaggers

The below lines should be used to define what constitutes double time work, if different than the City of St. Charles/IBEW agreement.

NOTE: Use of one Apprentice on the crew instead of all Lineman.

The City recognizes that it might be economically beneficial to use an Apprentice as one of the crew members, and that doing such will not impact the hourly productivity of the crew; however, the City expects such to result in savings for the City.

If Contractor intends to use an Apprentice, discounted hourly rates for straight time, 1.5X time, and double time work must be provided below as a deduction from the crew hourly rate. If the Contractor fails to submit this discounted pricing, and the Contractor uses an Apprentice on the job, the City will not pay Lineman rate for an Apprentice and the Contractor will not be reimbursed for any of the Apprentice hours.

Apprentice Deduction for straight time work _____ \$/hr

Apprentice Deduction for time and a half work _____ \$/hr

Apprentice Deduction for double time work _____ \$/hr

Additional Clarifications

Feel free to provide additional pricing details or breakouts, or cost per hour for specialized equipment that Contractor could foresee needing or that was not covered in previous sections. Such would streamline the administration of the contract and reduce the likelihood of conflict.

\$/hour rate deduct _____ if private property cart is not required and Contractor is directed to not bring such.

Other special equipment rates should be listed below:

#4 – Vacuum Excavation Pricing

The City is requesting a time and equipment rate, either half day or full day, primarily for vacuum excavating holes for poles to be set. There are no known quantities at this time and there are no guarantees of any quantity of work.

Work will be scheduled in advance with the Contractor. Contractor shall provide the labor and equipment to efficiently complete approximately 1 pole hole per hour.

The Contractor is responsible for removing and hauling the spoils from their excavations to a City facility under City supervision. Upon dumping, the Contractor must provide the City with the date, address, the quantity of material dumped, and the name of the driver. No foreign spoils that are not created by work within City limits will be permitted to be dumped at the City site. Contractor will be responsible for returning to the City facility to clean up any garbage their crew added to the spoils (coffee cups/food wrappers). Any unauthorized material dumping at the City site will be grounds for immediate termination of the contract, and potentially legal action.

Contractor may provide options and alternatives that might be deemed advantageous to the City, including alternate pricing.

Contractor is responsible for complying with the Illinois Prevailing Wage Act, should such apply to the labor.

Vacuum Excavation Crew rate:

\$ _____ half day (four hours of on-site work), shall include mobilization charges.

\$ _____ full day (eight hours of on-site work), shall include mobilization charges.

\$ _____ additional hour rate for extensions of half day or full day.

\$ _____ per _____ emergency call out rate (describe conditions on lines below).

Describe below any additional rate information or conditions.

I acknowledge that any and all addenda have been reviewed and such is included in my pricing:

Yes _____ No _____

Multi-year opportunity: Please state below any opportunities for up to a three year deal, if possible. A complete second or third set of unit costs could be provided, or a percentage multiplier related to all unit costs could be provided. The future year pricing offer is conditional upon mutual agreement by the City and the Bidder in future years and the Bidder is not bound to the future year offerings.

Year 2 Offer (May 1, 2019-April 30, 2020): _____

Year 3 Offer (May 1, 2020-April 30, 2021): _____

End of Vacuum Excavation Section

CITY OF ST. CHARLES: PURCHASE ORDER GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Order of goods or services to which they are attached, except as specifically provided otherwise in the Order.

TAX EXEMPTION:

The City of St. Charles is tax exempt, ID # E9996-0680-07.

ACCEPTANCE OF ORDER:

The Order is the City's offer to purchase the described goods and/or services from Vendor. The City's placement of the Order is expressly conditioned on Vendor's acceptance of all terms and conditions stated herein.

AMENDMENTS:

These terms and conditions may be amended only in writing and signed by the City's authorized agent.

UNIFORM COMMERCIAL CODE:

All applicable portions of the Illinois Uniform Commercial Code govern orders with the City.

DELIVERY; TIME OF ESSENCE; CANCELLATION BY CITY:

All prices include shipping and delivery to the City unless specified otherwise. Time is of the essence on all matters related to the purchase. If work and/or deliveries are not completed at the time agreed, the City may cancel the purchase or purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor must advise the City in writing of the earliest possible shipping date.

RISK OF LOSS:

Vendor bears all risk of loss, injury, or destruction of goods ordered herein until acceptance by the City. No loss, injury, or destruction will release Vendor from any obligations hereunder.

INSPECTION:

Goods must be properly packaged, or work completed to the highest standard. Damaged final product will not be accepted. If damage is not readily apparent at the time of delivery, the goods will be returned and must be replaced, or work must be redone, at no cost to the City. Notwithstanding any conflicting provision, the City has the right to inspect the final deliverable for at least 14 days after delivery/completion.

PATENTS AND COPYRIGHTS:

If any good or service delivered to the City is protected by any patent or copyright, then Vendor must indemnify and save harmless the City against any and all suits, claims, judgments, and costs instituted or recovered against the City by any person or entity on account of the use or sale of such articles by the City in violation or right under the patent or copyright.

NON-WAIVER OF RIGHTS:

No failure of the City to exercise any power given to it hereunder or to insist on strict compliance by Vendor with its obligations hereunder, and no custom or practice of the City at variance with the terms hereof, and no payment made constitutes a waiver of the City's right to demand exact compliance with the terms hereof.

MATERIAL SAFETY DATA SHEETS:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard, must be provided by Vendor to the City at the time of purchase.

COMPLIANCE WITH LAWS:

Vendor, in fulfilling the order, must comply with all applicable provisions of the federal, State of Illinois, and local laws, regulations, rules, and orders.

LAWS GOVERNING:

The Order is governed by and construed according to the laws of the State of Illinois. Venue for any action related to the order will be in the Circuit Court.

PAYMENT; PAYMENT TERMS:

All invoices must be addressed to Accounts Payable, City of St. Charles, 2 E. Main Street, St. Charles, Illinois, 60174, as indicated on the front of the Order. Each invoice must include Vendor's name and telephone number, quantities, item descriptions, and units of measure. The City's payment will be due 30 days after delivery and acceptance.

WARRANTY:

Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the Order, including all drawings, specifications, and standards, and will be free of defects in materials, workmanship, and design. Vendor warrants the goods and services are suitable for and will perform in accordance with their intended purposes.

COMPLIANCE WITH LAWS:

Vendor must comply with all applicable laws, including without limitation the Illinois Human Rights Act and the Public Works Employment Discrimination Act.

It is an unlawful employment practice for Vendor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to her or his compensation, or the terms, conditions, or privileges of their employment, because of that individual's race, color, religion, sex, age, handicap, or national origin or (2) to limit, segregate, or classify Vendor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect her or his status as an employee, because of that individual's race, color, religion, sex, age, handicap, or national origin. Vendor must comply with all applicable civil rights laws.

Bid Evaluation

Bids will be evaluated on a weighed scale based on the following criteria (criteria not in any particular order):

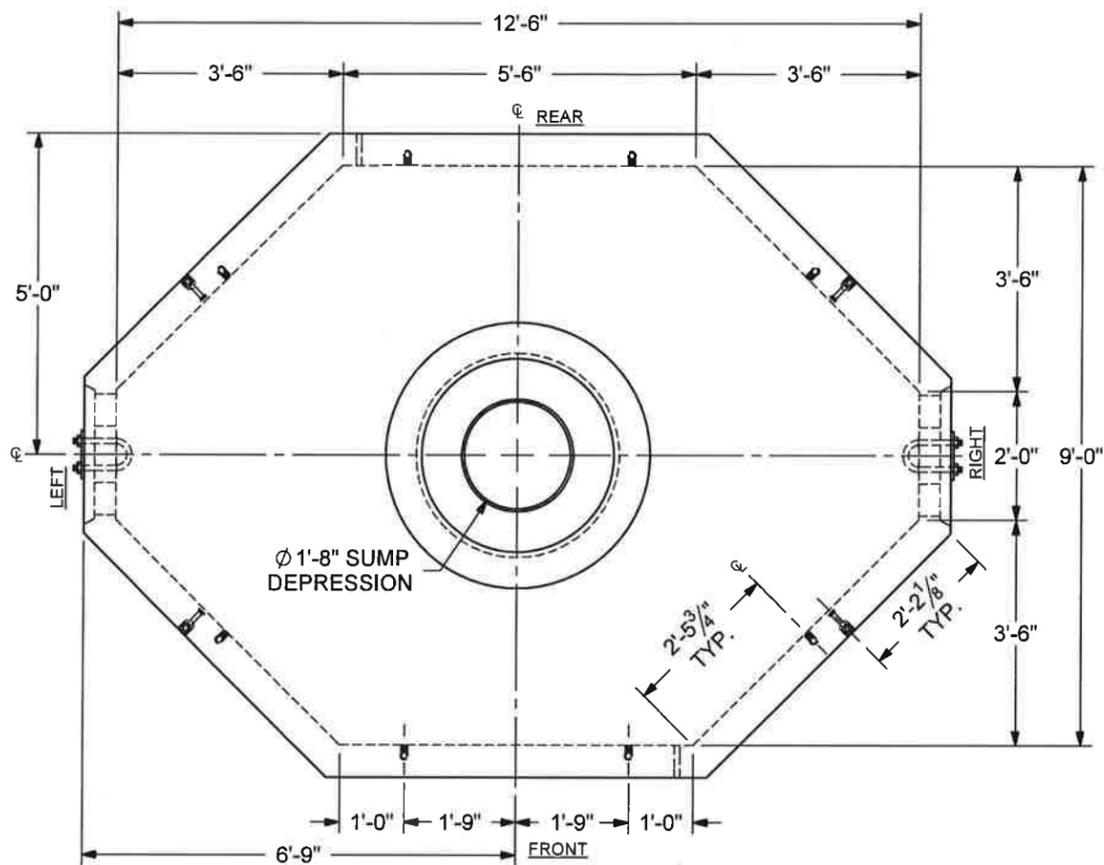
- Ability of bidder to complete project within requested timeframe (if applicable)
- City experience with (or references for) bidder regarding adherence to work schedules
- City experience with (or references for) bidder regarding workmanship/quality
- City experience with (or references for) bidder regarding responsiveness
- City experience with (or references for) bidder regarding communication
- Evaluated cost

Special Terms and Conditions:

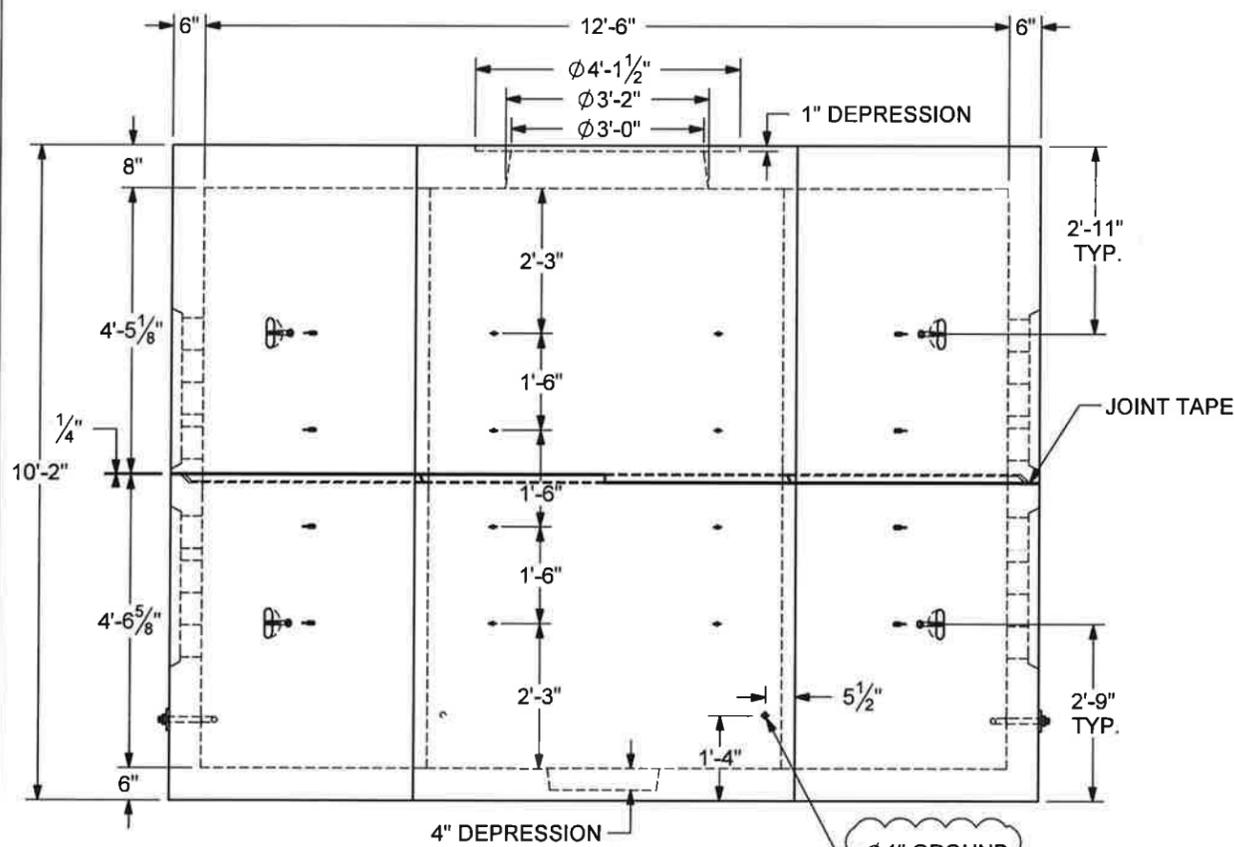
Work issued on the future purchase order resulting from this bid will be on an "as directed" basis.

No quantities are known and there are no guaranteed quantities. Bidder must state if minimum quantities are required for their pricing to be valid.

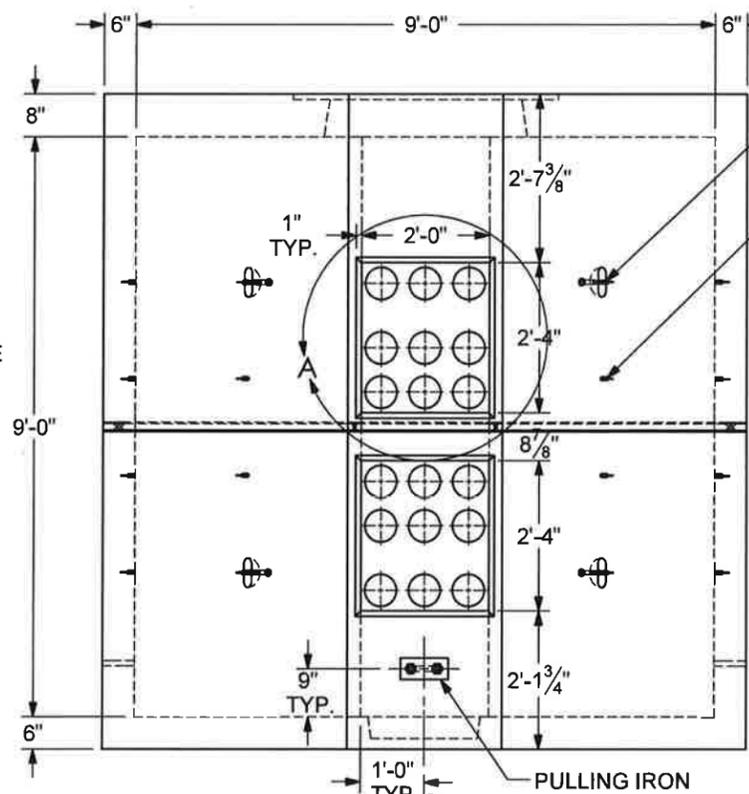
The City of St. Charles reserves the right to terminate any future purchase order resulting from this bid for convenience with **15** (fifteen) calendar days notice.



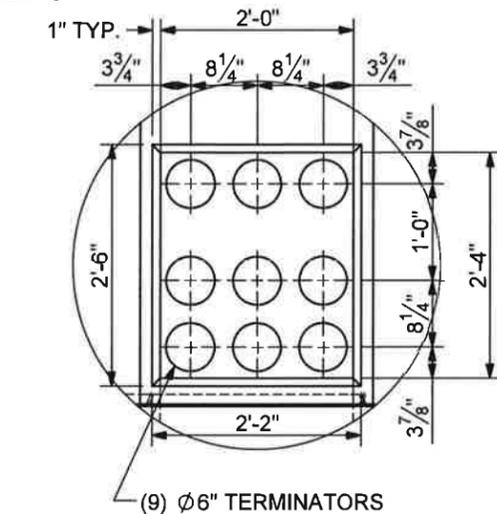
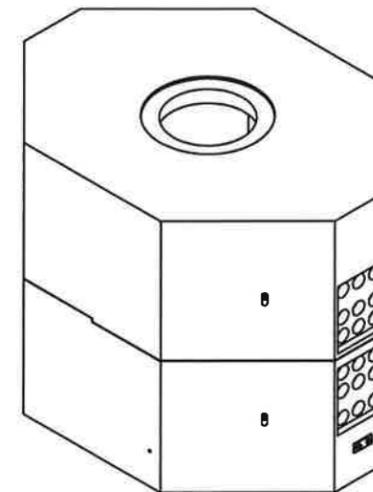
PLAN VIEW



FRONT ELEVATION



RIGHT ELEVATION



DETAIL A - TYP. TOP SECTION WINDOW CONFIGURATION (BOTTOM SECTION, MIRROR)

UTILITY CONCRETE PRODUCTS, LLC.
 ACCEPTED
 APPROVED AS NOTED
 REJECTED & RESUBMIT
 I hereby authorize Utility Concrete Products, LLC to produce the structure(s) as shown on these drawings. I have reviewed and found the drawing meets the intended design criteria (i.e. the structures inside dimensions, opening(s), size(s), location(s), rim(s), and invert(s) as well as all critical dimension.
 BY: _____ DATE: _____

NOTES:

1. CONCRETE: 6,000 p.s.i. @ 28 DAYS 5%-8% ENTRAINED AIR.
2. REBAR: ASTM A-615, GRADE 60, BLACK BAR. REINFORCING COVER PER ACI 318.
3. DESIGN PER ASTM C858.
4. LOADING PER ASTM C857 INCLUDING 1'-0" MIN TO 5'-0" MAX EARTH COVER, AASHTO HS-20 LOAD RATING, VERTICAL AND LATERAL SOIL PRESSURES DETERMINED USING 120 PCF SOIL DENSITY, GROUNDWATER @ 3'-0" BELOW GRADE.
5. (32) ϕ 1/2" STAINLESS STEEL CABLE RACK INSERTS.
6. (2) ϕ 1" STAINLESS STEEL PULLING IRON, U-BOLT TYPE.
7. (8) 4T x 5 1/2" RING-LIFT ANCHOR (LA-RL-5.5-UNI).
8. (1) UCP STANDARD SUMP DEPRESSION WITH PLASTIC LID.
9. (5 ROLLS) 1"x14.5'/roll BUTYL RUBBER JOINT SEALANT.
10. (2) ϕ 1" GROUND WIRE HOLE.
11. (36) ϕ 6" TERMINATORS.
12. CONTRACTOR TO MAKE STRUCTURE WATERTIGHT IN THE FIELD.
13. STRUCTURE TOLERANCE= $\pm 1/4"$.
14. WEIGHT: TOP SECTION: 21,550#
 BOTTOM SECTION: 19,675#

UCP
UTILITY CONCRETE PRODUCTS
 2495 W. Bungalow Rd. - Morris, IL 60450
 Phone:(815)416-1000 - Fax:(815)416-1100
 www.utilityconcrete.com

ACCOUNT MANAGER:
L. DIX

UCP #
SPLSCE

PROJECT INFORMATION:
CITY OF ST. CHARLES
LEGACY SUBSTATION
& 1st. STREET
ST. CHARLES, IL

CURRENT ISSUE DATE:
02/23/2016

REVIEWED BY:
M. PANEK

APPROVED BY:

ISSUED FOR:
SUBMITTAL

REV.:	DATE:	ISSUE FOR:	BY:
1	02/23/16	SUBMITTAL	R.R.
	02/03/16	SUBMITTAL	R.R.

DRAWN BY: **R. RODRIGUEZ** SCALE: **NONE**

STRUCTURE INFORMATION:
12'-6"x9'-0"x9'-0"
STRAIGHT
MANHOLE
QTY.-2

SHEET NUMBER: **1 OF 1** REVISION: **1**



City of St. Charles, Illinois
 Two East Main Street St. Charles, IL 60174-1004
 Phone: 630-577-4400 Fax: 630-577-4480 www.stcharles.org

Precision GIS

RAYMOND ROGINA *Mayor*
 MARK KOENEN *City Administrator*



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 City of St. Charles, Illinois
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 Geographic Information System
 Coordinate System: Illinois State Plane East
 1000 Feet/Station (1000)
 Projected Units: Feet/Station



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City of St. Charles, Illinois

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Precision GIS

RAYMOND ROGINA Mayor
MARK KOENEN City Administrator



City of St. Charles, Illinois
City Clerk
City Auditor
City Treasurer
City Administrator
City Manager
City Engineer
City Planner
City Public Works Director
City Police Chief
City Fire Chief
City Health Officer
City Social Services Director
City Parks and Recreation Director
City Public Safety Director
City Economic Development Director
City Information Systems Director
City Human Resources Director
City Legal Services Director
City Office of the Mayor
City Office of the City Administrator
City Office of the City Clerk
City Office of the City Auditor
City Office of the City Treasurer
City Office of the City Engineer
City Office of the City Planner
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City Office of the City Human Resources Director
City Office of the City Legal Services Director



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RAYMOND ROGINA Mayor
MARK KOENEN City Administrator



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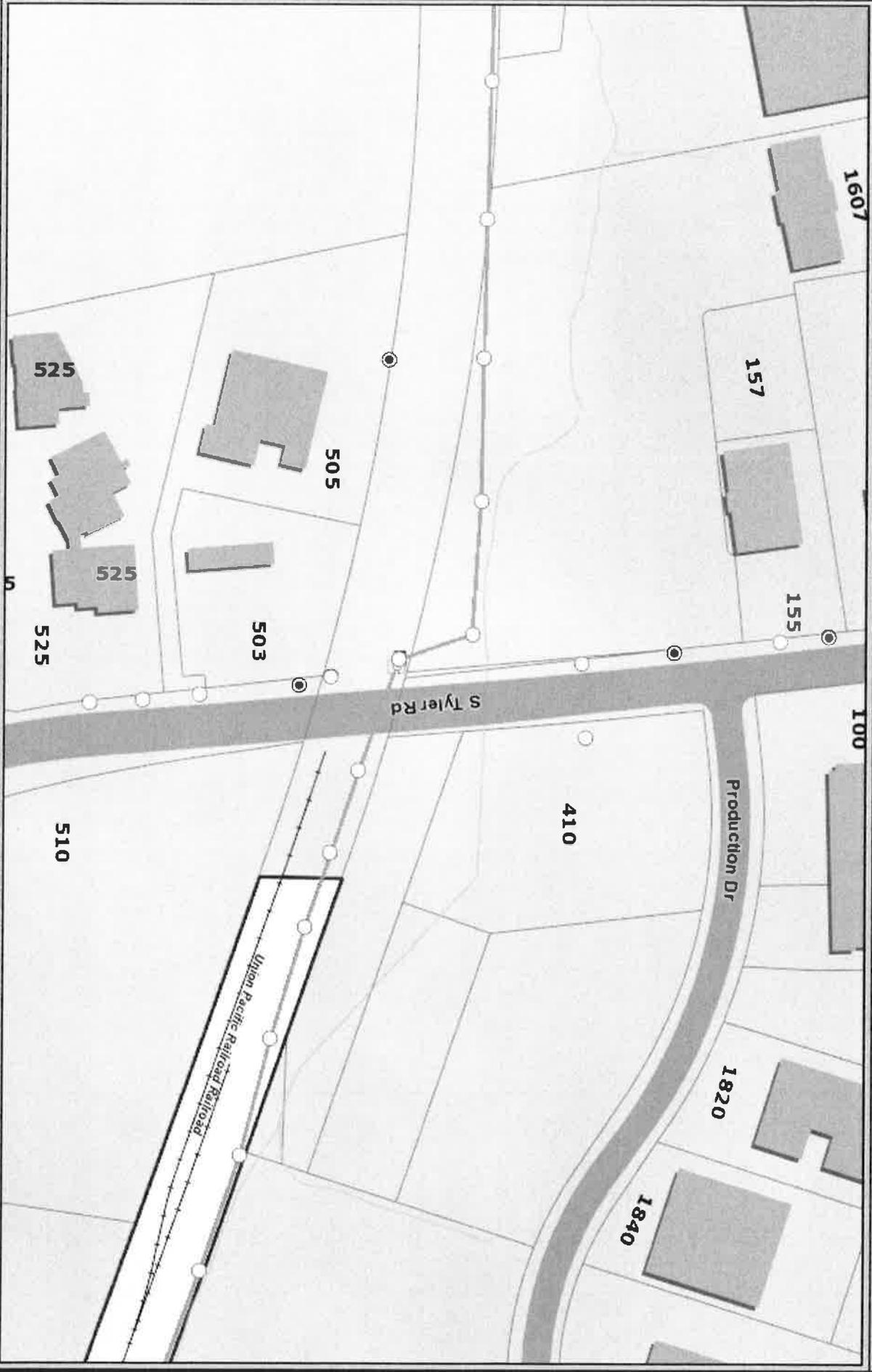
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RAYMOND ROGINA Mayor
MARK KOENEN City Administrator



Map Source:
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 Data Source:
 City of St. Charles, Illinois
 Corporation: Terrestrial Mapping
 Software:
 ArcView 3.2a
 Project File Path:
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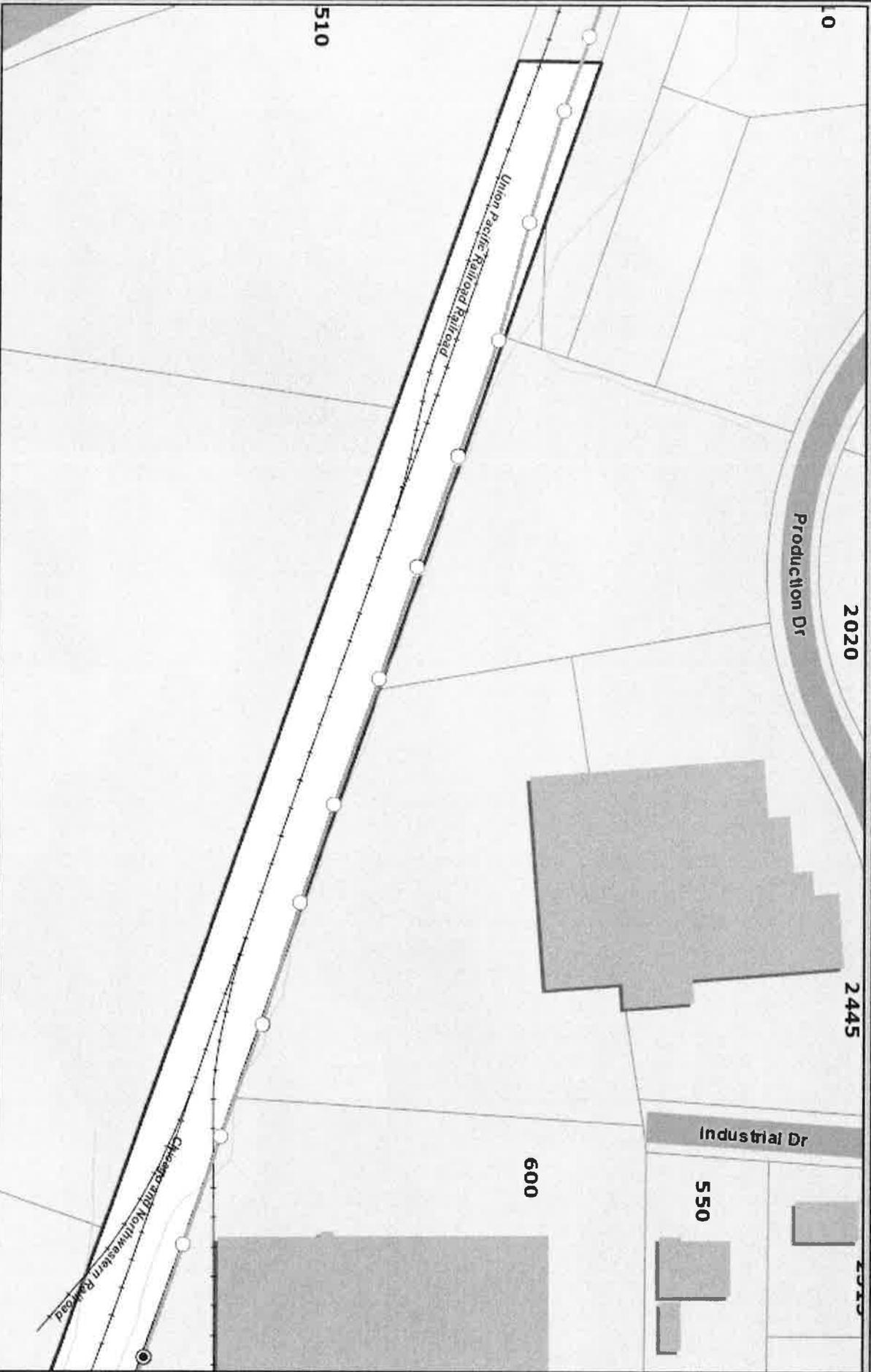
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MARK KOENEN City Administrator



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