



CITY OF ST. CHARLES

BIDDING REQUIREMENTS, CONTRACT FORMS, CONTRACT CONDITIONS AND SPECIFICATIONS

for

Sub 9 Civil

PREPARED BY:

**City of St. Charles
Municipal Electric Utility
2 E. Main St
St. Charles IL, 60174**

January 29, 2016

I hereby certify that these documents were prepared under my direct supervision.

**Thomas Bruhl, P.E.
Illinois Licensed Professional Engineer No. 062-056611
Expires November 30, 2017**

Sub 9 Civil

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~~IEPA FORM LPC-662 (CCDD)~~ Not required – no haul off

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SECTION 00030

City of St. Charles

Legal Notice

Invitation for Bid

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 **2:00 p.m., Wednesday, March 2, 2016** for the **Sub 9 Civil** . All bids will be opened publicly and read aloud in the Council Chambers located at, Two East Main Street, St. Charles, IL 60174, at **2:00 p.m., Wednesday, March 2, 2016**.

The proposed improvements include: installation only for electric vaults, various concrete encased and non-encased PVC conduit for electric and communication purposes, streetlight footers, mass grading, ground grid, cable trough, miscellaneous concrete foundations, perimeter fence, gravel fill, fire hydrant relocation and miscellaneous other work as shown on the plans. Note that Contractor is responsible for all material except for the six Utility Concrete Products electric vaults shown on the plans. The City has purchased the manholes and they will be awaiting the Contractor excavation. Contractor is responsible for unloading manholes with a crane at the jobsite and completion of the installation, including the grounding, adjustment rings, and frame & cover.

The pricing format will be lump sum with some unit costs noted. **The Lump Sum price will not equal the sum of all of the unit costs.** None of the quantities in the summary of unit costs are guaranteed. City reserves the right to increase or decrease unit costs as required to complete the work and address changes that arise. Unit costs would be used for scope increases and decreases as necessary. There are some unit costs that are not part of this project, but such are being asked for in the event that the contractor building the solar plant might use the selected contractor to execute some elements of civil work. Such items are found in Division B on the unit cost sheet below. These prices will be binding per the bid should the City choose to award these items to the contractor. The contractor may or may not choose to honor these prices to the solar plant developer.

Additional special unit cost – the City is requesting a time and equipment rate, per day, for cable removal and scrapping from an existing duct bank. The deliverable for this work is that the cable is pulled out of the duct, mule tape installed in the duct, and the scrap cable piled up in an assigned area at the Public Works facility. The City would provide a crew to cut the cable in the manhole and attach the contractor's pulling

means. The Contractor will not be required to enter a confined space. City will procure any required ROW permits, and will provide flaggers should lanes need to be blocked. Contractor is responsible for other traffic control and protection. The preferred method of removal would be the utilization of a specialized piece of equipment that pulls the cable out, chops it in pieces a few feet long, and drops it into a dump truck. The pieces of scrap cable would be transported to our Public Works facility and dumped in a specially assigned area. Alternatively, a Contractor could pull out using other means and coil or chop, and then load and deliver. Using the special equipment cable chopper, the work is estimated to take 15 days. The City may choose to award this part of the work to a different contractor than the substation work. The City expects this work to be done in April or May, 2016.

Bidder shall find additional detailed notes and clarifications in the Special Provision Section below.

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 project 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) Illinois Prevailing Wage of the State of Illinois, Kane County; 2) ~~10% Bid Security with the bid submittal in accordance with the Instructions to Bidders;~~ 3) ~~115% Performance and Payment Bond and;~~ 4) Certificate of Insurance meeting the City's requirements;

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 Friday, January 29, 2016. Addenda will be available to document holders 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.

Pre-bid meeting:

~~Bidders are invited to attend a non-mandatory pre-bid meeting on XXXXX at 11:00 a.m. The pre-bid meeting will occur at the project site visit and include a review the scope of the project and to offer bidders an opportunity to present questions regarding the project.~~

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 for a period not exceeding forty-five (45) days after the

date of opening the bids. Prices quoted must be valid for a minimum of 75 days from the date of the bid opening.

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, and to complete the work within the time specified in the Contract Documents.

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

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Defined Term.

Terms used in these Instructions to Bidders, which are defined in Section 00700 have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents.

2.1 Bid Documents and Proposal forms may be obtained from the City of St Charles Website (www.stcharlesil.gov/bids-proposals).

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Bidder Qualifications.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit written evidence of the types set forth in the Special Provisions, 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.

4. Examination of Contract Documents and Site

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, (c) become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

- 4.2 Reference is made to the Supplementary Conditions for the identification of those 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 have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.3 On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his/her Bid.
- 4.4 The lands, upon which the Work is to be performed, rights of way for access thereto and other lands designated for use by contractor in performing the Work are identified in the Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to Mr. Thomas Bruhl, Electric Services Manager, at 630-377-4401 or at tbruhl@stcharlesil.gov. Replies will be issued by Addenda. Addenda will be available to document holders via the website. It is the responsibility of the Bidder to frequently check the City's website for any addendums. Bidders will be required to submit all addendum acknowledgement forms with their bid submittal. Questions received less than one week prior to the date for opening of Bids will not be answered. Only questions answered by a formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Bid Security – Intentionally Deleted

~~6.1 Bid Security shall be made payable to Owner, in an amount of TEN (10%) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.~~

~~6.2 The Bid Security of the Successful Bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by~~

~~Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the ninety fifth day after the Bid opening. Bid Security of other Bidders will be returned within 60 days of the bid opening.~~

7. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

8. Prevailing Wage Rate

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Compiled Statutes Ch. 820, par. 130/31, et seq. and as amended by Public Acts 86-799 and 86-693 and our City of St. Charles Ordinance No. 2003-M-59, in effect at the time work is performed.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. 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 three years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

9. Liquidated Damages – Intentionally Deleted

~~Should the Contractor fail to complete the work, including cleaning up, to the point of substantial completion and acceptance or final completion and acceptance of the work by the City of St. Charles within the time specified in the Contract Documents for the Date of Substantial or Final Completion and agreed upon by the Contractors by accepting the Contract, or within such extra time as may be allowed in accordance with the Contract Documents, there shall be deducted from any monies due the contractor, or that may become due the Contractor, the sum of one thousand dollars (\$1,000) per calendar day for each and every calendar day, including Sundays and Holidays that the~~

~~work remains incomplete. (Liquidated Damages in Accordance with Section 108.09 of the Standard Specifications).~~

~~This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City of St Charles from the Contractor by reason of inconvenience to the public, added costs of supervision, and other items which may have caused an expenditure of funds resulting from his failure to complete the work within the time specified.~~

~~Permitting the Contractor to continue and finish the work, or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of St Charles of any of its rights under the Contract.~~

10. Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by contractor and consideration by Engineer is set forth in paragraphs 6.05 of the General Conditions which may be supplemented in the General Requirements.

11. Subcontractors, etc.

11.1 All Bidders' shall submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objections to any proposed Subcontractor, other person, or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person, or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work plus a fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of award may only subcontract other portions of the Work with Owner's written consent.

11.3 No Contractor shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

12. Bid Form

12.1 The Bid form, consisting of the Schedule of Prices, is attached hereto; additional copies may be obtained from Engineer.

12.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5 All names must be typed or printed below the signature.

12.6 The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Bid Form).

12.7 The address to which communications regarding the Bid are to be directed must be shown.

13. Submission of Bids

Bids shall be submitted at the time and place indicated in the "Notice To Bidders" and shall be included in an opaque sealed envelope, marked with the Project title, name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Bids received after the time specified in Section 00030 will be returned unopened. All bids submitted are binding for ninety (90) calendar days following the bid opening.

14. Modification and Withdrawal of Bids.

14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial

mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

15. Opening of Bids

Bids will be opened and read aloud publicly. An abstract of the amounts of the Base Bids and major alternates (if any) will be made available after the opening of Bids.

16. Bids to Remain Open

All Bids shall remain open for Seventy Five (75) days after the day of the bid opening. However, the Owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.

17. Award of Contract

17.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated product of a unit price times a quantity and the correct product will be resolved in favor of the correct product.

17.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

17.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identify of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating Costs, maintenance considerations, performance data, and guarantee of materials and equipment may also be considered by Owner.

17.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to owner's satisfaction.

- 17.6 If the contract is to be awarded it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 17.7 Owner reserves the right to award all, part or none of the project based on bid results and budget considerations.

18. Performance and Other Bonds. – Intentionally Deleted

~~A performance bond and payment bond in the amount of 115% of the bid submitted is required within seven (7) calendar days of acceptance of the bidder's proposal by the City.~~

~~The performance bond and payment 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 bond and payment bond 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 bond and payment bond 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.)~~

19. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within seven (7) days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within seven (7) days thereafter Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

20. General Guaranty

Contractor agrees to save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee, or owner. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery. 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.

21. Assignment

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

22. Equal Opportunity Employer

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity contractors as defined by all applicable State and Federal laws and regulations, including Public Act 87-1257 of the Illinois Human Rights Act.

23. Default

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. The City may make an award to the next low Bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices provided. The contractor shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the contractor to deliver materials or services within the times stipulated on this bid, unless extended in writing by the City Engineer or his representative, or any other material breach shall constitute contract default.

24. 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.

25. Insurance

Detailed insurance requirements are included under Section 00650 and in Section II – Information to bidders.

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 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 ACCORD 25-S form, with the cancellation clause revised and revisions initialed.

26. Completion Date of Project

The City requires the CONTRACTOR to complete all contract work to Substantial Completion on or before May 1, 2017 and Final Completion on or before June 1, 2017.

City reserves the right to pay unit costs that have been completed and cancel the remaining portion of the contract if CONTRACTOR is not complete by June 1, 2017.

~~Failure to comply with the deadline for the completion of the project within the specified dates shall result in the enforcement of liquidated damages in the amount of \$1,000.00 per day for each and every calendar day that these improvements remain incomplete for either Substantial or Final completion, in accordance with the Contract Documents and Section 108.05 and 108.09 of the Standard Specifications, along with all fees acquired for extended need for resident engineering services.~~

27. Maintenance Bond – Intentionally Deleted

~~The lowest responsible bidder is required to furnish a maintenance bond approved by the City in the amount equal to ten percent (10%) of the Contract Amount. This bond shall provide a guarantee against defective materials and workmanship in connection with said maintenance. The Principal agrees to make any and all repairs or replacements, which become necessary during the specified period of 12 months and commencing on the date of inspection and final approval of the work by the City of St Charles.~~

28. Working Hours

Normal working hours are from Monday thru Friday 7am- 7pm, Saturday 9am-5 pm, and no work on Sundays.

29. Pre-bid meeting – None

Bidders must visit the site to familiarize themselves with the site.

~~Bidders are invited to attend a non-mandatory pre-bid meeting on Date at 11:00 a.m. The pre-bid meeting will occur at the project site visit and include a review the scope of the project and to offer bidders an opportunity to present questions regarding the project.~~

END OF SECTION

SECTION 00300

PROPOSAL

TO THE CITY OF ST. CHARLES, ILLINOIS (hereinafter called OWNER):

Proposal of _____
Name and Address of Bidder

_____ **(Hereinafter called BIDDER)** for the improvement, designated in Paragraphs 1-3 below, for:

The project consists of mass grading, electric manhole installations, concrete and non-concrete PVC pipe installations, streetlight footers, ground grid, concrete foundations, security fence, and gravel fill work, as shown in plans.

1. The plans for the proposed improvement are those prepared by ESI Consultants, LTD and Power Systems Engineering and are being administered by THE CITY OF ST. CHARLES ENGINEERING OFFICE, Two East Main Street, St. Charles, Illinois 60174, which plans are designated as "**Sub 9 Civil**" and which cover the work described in the preceding paragraph above.
2. In submitting this Proposal, the BIDDER declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm, or corporation.
3. The BIDDER further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement, and Contract Bond, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The BIDDER further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the OWNER in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
5. The BIDDER agrees that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
6. The BIDDER further agrees that, if the OWNER decides to extend or decrease the improvement, or otherwise alter it by extras or deductions, including the elimination of

any one or more items, as provided in the specifications, he will perform the work as altered, increased, or decreased at the contract unit prices bid.

7. The BIDDER further agrees that the OWNER may at any time during the progress of the work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed in accordance with Article 10 of the General Conditions.
8. The BIDDER further agrees to execute a contract for this work and present the same to the OWNER within seven (7) days after the date of Notice of the Award of the CONTRACT to him.
- ~~9. The BIDDER further agrees that he and his surety will execute and present within seven (7) days after the date of Notice of the Award, Contract Performance and Payment Bonds satisfactory to and in the form prescribed by the OWNER, in the amount of 115% of the contract amount, guaranteeing the faithful performance and payment of the work in accordance with the terms of the contract.~~
10. The BIDDER further agrees to be ready to begin work not later than fourteen (14) days after receipt of the NOTICE TO PROCEED and after the execution and approval of the Contract and ~~Contract Bond~~, unless otherwise authorized or directed by the OWNER and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. **BIDDER further agrees to complete all contract work to Substantial Completion by May 1, 2017. Substantial Completion shall be defined as the construction / installation of all work within the fence perimeter and completion of the fence. BIDDER further agrees to complete all contract work to Final Completion by June 1, 2017. Final Completion shall be defined as the completion of all pay items and the acceptance of all pay items by the City.** Additional time may be granted by OWNER in accordance with Article 12 of the General Conditions. ~~In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the BIDDER agrees to pay OWNER ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages for delay for each calendar day that expires after the date specified for each phase, which shall be considered and treated not as a penalty, but as damages due the OWNER resulting from the failure of the BIDDER to complete the work within the CONTRACT TIME.~~
- ~~11. Accompanying this Proposal is a bid bond, bank draft, cashier's check, or certified check, complying with the requirements of the Specifications, made payable to the City of St. Charles.~~

The amount of the check or draft is \$ _____.

- ~~12. If this proposal is accepted and the BIDDER shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check, or draft shall become the property of the OWNER and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because~~

~~of the failure to execute said Contract and Contract Bond; otherwise said bond, check, or draft shall be returned to the BIDDER.~~

~~**ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S CHECK
OR CERTIFIED CHECK HERE**~~

Bid Bond Not Required for this Project

13. The BIDDER submits herewith his schedule of prices covering the WORK to be performed under this CONTRACT; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, and that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm in signing this Proposal certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State Laws prohibiting bid-rigging or bid-rotating.

SEAL

If an Individual

Signature of Bidder _____

Business Address _____

SEAL

If a Co-Partnership

Signature of Bidder _____

Business Address _____

Insert names and addresses _____

of all members of the Firm _____

SEAL

If a Corporation

Corporate Name _____

Signed By _____, President

Attested _____, Secretary

Business Address _____

Substation 9

DIVISION "A" – PAVEMENT REPLACEMENT				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
A-1	Aggregate Base Course, Type B, CA-6, 14 ½" thick (Access Drive)	490	SY	
A-2	Aggregate Base Course, CA-7, 8" thick (Service Are)	3,500	SY	
A-3	Aggregate Base Course, CA-7, (Equipment Foundations)	90	CY	

DIVISION "B" – STORM SEWER & SOLAR PLANT MASS GRADING (REFERENCE ONLY – POTENTIAL SOLAR PLANT ITEMS)				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
B-1	Storm Sewer, RCP, Class 1, 12" (backfill incidental) – SOLAR POTENTIAL ITEM	125	LF	
B-2	Inlet, Type A, 2' Diameter w/Type D Grate – SOLAR POTEINTIAL ITEM	3	EA	
B-3	Inlet, Type A, 3' Diameter w/Type D Grate – SOLAR POTEINTIAL ITEM	1	EA	
B-4	Manhole, Type A, 4' Diameter w/Type D Grate – SOLAR POTEINTIAL ITEM	1	EA	
B-5	Connection to Existing Storm Sewer or Manhole – SOLAR POTEINTIAL ITEM	5	EA	
B-6	Adjust Structure – SOLAR POTEINTIAL ITEM	8	EA	
B-7	Complete Site Grading of solar area per Sheet 5 of the plans	1	LS	

DIVISION "C" – WATER MAIN				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
C-1	Connect to Existing Water Main	1	EA	
C-2	Valve Vault, Type A, 5' Diameter w/Neenah R-1713, Type B	1	EA	
C-3	Relocate Existing Fire Hydrant w/Auxiliary Valve, Plug Existing WM	1	EA	
C-4	Remove Abandoned Water Main	1	LS	
C-5	6" Class 52 Ductile Iron Water Main, Double Poly Wrapped	8	LF	

DIVISION "D" – EARTHWORK				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
D-1	Earth Excavation, Stockpile (Topsoil)	1,650	CY	
D-2	Earth Excavation, Grading and Stockpile (Clay)	400	CY	
D-3	Topsoil Re-spread	350	CY	
D-4	Removal of Unsuitable Material (If Required)	0	CY	

DIVISION "E" – LANDSCAPING				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
E-1	Seeding, IDOT Seed Mix Class 3 (Northern Illinois Slope Mixture)	0.2	ACRE	
E-2	Erosion Control Blanket	8,700	SY	

DIVISION "F" – EROSION CONTROL				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
F-1	Silt Fence, includes NPDS NOI, and all SWPP monitoring	2,350	LF	
F-2	Ditch Check	3	EA	

DIVISION "G" – LIGHTING				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
G-1	Light Pole Foundations, 10' Depth	8	EA	
G-2	2" SCH 40, PVC Conduit, non-concrete encased	1,900	LF	
G-3	Ground Rods	8	EA	

DIVISION "H" – UNDERGROUND ELECTRIC				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
H-1	Duct Detail A w/(6) 6" PVC Conduit, Concrete Encased	335	LF	
H-2	Duct Detail B w/(9) 6" PVC Conduit, Concrete Encased	250	LF	
H-3	Duct Detail C w/(12) 6" PVC Conduit, Concrete Encased	150	LF	
H-4	Duct Detail D w/(18) 6" PVC Conduit, Concrete Encased	240	LF	
H-5	2 – 2" SCH 40 PVC Grey Conduit	90	LF	
H-6	3 – 5" EB 20 PVC Grey Conduit, Concrete Encased	50	LF	
H-7	4 – 6" EB 20 PVC Grey Conduit, Concrete Encased	80	LF	
H-8	2 – 8" EB 20 PVC Grey Conduit, Concrete Encased	25	LF	
H-9	1 – 2" SCH 40 PVC & 2 – 4" SCH 40 PVC Grey Conduit (Switchgear to Trench)	65	LF	
H-10	1 – 4" SCH 40 PVC Grey Conduit	25	LF	
H-11	2 – 4" SCH 40 PVC Grey Conduit	40	LF	
H-12	Precast Electrical Trench	105	LF	
H-13	Type 'T' Manhole, SPL 15x12x9 (per Detail) – Excavate and install only, with grounding, adjustment, and frame & cover	5	EA	
H-14	Type 'X' Manhole, SPL 15x15x9 (per Detail) – Excavate and install only, with grounding, adjustment, and frame & cover	1	EA	
H-15	Switchgear Concrete Pad Assembly, Complete (per Detail)	1	EA	
H-16	PCC Concrete, Breaker/Bus Main Pad (per Detail)	4	EA	
H-17	PCC Concrete, Auxiliary Transformer (per Detail), includes elbows/stubs	1	EA	
H-18	PCC Concrete, Transformer Pad, Catch Basin & Steel Grating , Complete (per Detail)	1	EA	
H-19	Grounding Grid (per Plan/Detail)	1	LSUM	
H-20	Other Unit cost Contractor wishes to document	1		

DIVISION "I" – MISCELLANEOUS				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
I-1	Permanent Chain Link Fence, 9' High, Grounded per Detail, P.C.C. Foundations	850	LF	
I-2	Chain Link Gate, 20'	1	EA	
I-3	Chain Link Gate, 30'	1	EA	
I-4	Building Foundation	1	EA	
I-5	Construction Layout / As-builts	1	EA	
I-6	Item Contractor wishes to document	1		

Note: the Lump Sum Total does not equal the sum of all of the unit costs! Unit costs are provided in the event there are changes to the scope of the work.

Quantities are provided as best engineering estimate, bidder is responsible for including all work to deliver substation per the plans.

Total LUMP SUM Bid for Legacy Substation Civil Work

\$ _____

Exceptions Taken:

ADDITIONAL PRICING ITEM – CABLE REMOVAL

The City is requesting a time and equipment rate, per day, for cable removal and scrapping from an existing duct bank. The deliverable for this work is that the cable is pulled out of the duct, mule tape installed in the duct, and the scrap cable piled up in an assigned area at the Public Works facility. The City would provide a crew to cut the cable in the manhole and attach the contractor's pulling means. The Contractor will not be required to enter a confined space. City will procure any required ROW permits, and will provide flaggers should lanes need to be blocked. Contractor is responsible for other traffic control and protection. The preferred method of removal would be the utilization of a specialized piece of equipment that pulls the cable out, chops it in pieces a few feet long, and drops it into a dump truck. The pieces of scrap cable would be transported to St. Charles Public Works facility and dumped in a specially assigned area. Alternatively, a Contractor could pull out using other means and coil or chop, and then load and deliver. The cable must be delivered to the City of St. Charles Public Works facility in a form that can be easily loaded by a scrap vendor. Small pieces or coils on wood reels are acceptable. A large, loose coil is not acceptable. Using the special equipment cable chopper, the work is estimated to take 15 days. The City may choose to award this part of the work to a different contractor than the substation work.

Contractor may provide options and alternatives that might be deemed advantageous to the City, including alternate pricing related to the Contractor scrapping the cable instead of delivering and dumping the cable at the PW facility or a package deal if contractor would be awarded both jobs. If Contractor provides a proposal using a method that would take longer than the special cable chopper, the City will apply a \$1,600 per day penalty to such price to account for the additional City crew manhours that will be required.

This work will stand alone from the Substation Civil work. The City may choose to reduce the scope, based on the cost. Contractor shall advise if the price is contingent upon a certain quantity of work being awarded. For example, if the Contractor is renting specialized equipment on a weekly rate, and their bid is only valid if the work is awarded in full week increments, such should be stated.

Cable scrap work should be performed in April or May, 2016. Bidder shall note if this timeframe is not possible and provide alternate time for completion.

Cable removal & scrapping pricing:

\$ _____ crew and equipment rate, per day, to remove abandoned cables from duct and deliver scrap cable to City of St. Charles Public Work facility, per attached table and maps. Work performed in April or May, 2016.

_____ estimated number of days required to complete the work.

\$ _____ total estimated cost of cable removal and scrapping.

Describe below the labor and equipment proposed to complete the work, and any options.

SUPPLEMENTAL BID FORMS

**CERTIFICATE OF COMPLIANCE OF THE
ILLINOIS COMPILED STATUTES, CHAPTER 65, SECTION 11-42-1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

_____ (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42-1, **Illinois Compiled Statutes**.

Name of Contractor

By: _____

Subscribed and sworn to

before me this _____ day

of _____, 2016.

Notary Public

**CERTIFICATE OF NON-DISQUALIFICATION
UNDER IL. COMPILED STAT., CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that

_____ (Contractor) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the **Illinois Compiled Statutes**.

Name of Contractor

By:

(print/type name)

Title

Subscribed and sworn to

before me this _____ day

of _____, 2016.

Notary Public

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Il. Compiled Stat., Ch. 720, Sec. 33E-11 (b).

CERTIFICATION OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____
(Contractor) shall comply with all local, State, and Federal safety standards.

Name of Contractor

By:

(print/type name)

Title

Subscribed and sworn

to before me this _____

day of _____, 2016.

Notary Public

**CERTIFICATION OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____
(Contractor) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

Name of Contractor

By: _____

(print/type name)

Title

Subscribed and sworn

to before me this _____

day of _____, 2016.

Notary Public

CERTIFICATE OF NONDISCRIMINATION

This is to certify that this firm does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry.

The undersigned will take all necessary affirmative action as may be required by all applicable Federal, State and Local laws, ordinances, rules, regulations and orders to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex or national origin or ancestry.

Firm: _____

By: _____

Title: _____

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF KANE & DUPAGE)

AFFIDAVIT OF NONCOLLUSION

The undersigned, who has herewith submitted a bid to provide,

(describe nature of service or product)

in accordance with plans and specifications furnished by the City of St. Charles for

(describe project)

does hereby affirm that said undersigned person and/or firm into any agreement, understanding, or arrangement with any other bidder or prospective bidder or with any other person, firm, or corporation relating to the price named in said proposal, nor has said undersigned person and/or firm entered into any agreement, understanding, or arrangement under which any person, firm, or corporation is to refrain from bidding, nor any agreement, understanding, or arrangement for any act or omission in restraint of free competition among bidders.

The undersigned further affirms that said undersigned person and/or firm is not disqualified by law from contracting with the City of St. Charles; and that said undersigned person and/or firm has not disclosed to any person, firm, or corporation the terms of this proposal or the price named herein.

Company

Bid for

Address

Date

Duly authorized agent or officer

Subscribed and sworn to me

this _____ day of _____, A.D. 20_____

Notary Public

END OF SECTION

AFFIDAVIT OF EXPERIENCE

STATE OF _____)

_____)SS
COUNTY OF _____)

_____ being duly sworn, that he is

_____, of _____
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

Which has performed work of the general description and type identified in this contract for

_____ years and _____ months beginning in (year) _____

Has successfully completed work for the following entities of the general description and type identified in this contract:

<u>Name of Owner</u>	<u>Job Description/Location</u>	<u>\$ Amount</u>	<u>Completion Year</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

and that the contact information for each referenced project is as follows:

<u>Contact Person</u>	<u>Phone Number</u>	<u>FAX Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Signature: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

AFFIDAVIT OF CCDD LICENSED FILL SITE

STATE OF _____)

_____)SS

COUNTY OF _____)

_____ being duly sworn, that he is

_____, of _____

(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

Certify that the Illinois Environmental Protection Agency Licensed Fill Site for CCDD material disposal for this project shall be:

Name of Fill Site _____ Address _____ Phone Number _____

1. _____

2. _____

3. _____

Signature: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

No Haul Off – Topsoil to be stockpiled on the solar site for spreading. Unsuitable, should it be determined such, will be hauled to St. Charles facility at 14th Avenue and Indiana Avenue.

SECTION 00500
CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the ____ day of ____ in the year 2016 by and between The City of St. Charles, Illinois

(hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

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

Article 1. WORK

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The project consists of installation only of six electric vaults, various concrete encased and non-encased PVC conduit for electric and communication purposes, streetlight footers, mass grading, ground grid, cable trough, miscellaneous concrete foundations, perimeter fence, gravel fill, fire hydrant relocation and miscellaneous other work as shown on the plans. Note that Contractor is responsible for all material except for the six Utility Concrete Products electric vaults shown on the plans. The City has purchased the manholes and they will be awaiting the Contractor excavation. Contractor is responsible for unloading manholes with a crane at the jobsite and completion of the installation, including the grounding, adjustment rings, and frame & cover. Additionally work may include scrap cable removal and other work as shown on the plans.

Article 2. ENGINEER

The project was designed by ESI Consultants, LTD and Power Systems Engineering, as an agent for the City of St. Charles Electric Engineering Office. The City of St. Charles Electric Engineering Office, 2 East Main Street, St. Charles, Illinois, who is 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

- 3.1 The work of the project will be Substantially Complete by May 1, 2017 and Final Complete and ready for final payment in accordance with paragraph 14.07 of the General Conditions by June 1, 2017.

- 3.2 ~~Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER may suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 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 substantially complete 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 ONE THOUSAND DOLLARS (\$1,000.00) for each calendar day that expires after the date specified in paragraph 3.1 for either SUBSTANTIAL or FINAL completion of all work.~~ **While liquidated damage provisions are not needed, should the work not be completed by May 1, 2017 for whatever reason, the City reserves the right to terminate this contract for cause. Contractor will be paid for units completed to City satisfaction in the event the contract is terminated for cause due to failure to complete by May 1, 2017.**
- 3.3 Substantial Completion shall be defined as the construction / installation of all conduit and manholes and foundations inside the substation fence, and completion of the fence. Final Completion shall be defined as the completion of all pay items except landscape maintenance tasks and the acceptance of all pay items by the City
- 3.4 Working hours for the job will be Monday – Friday, 7:00AM-7:00PM, Saturday 9:00 AM- 5:00PM. No work shall be permitted on Sunday.

Article 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:
- 4.2 Payment shall be made on the basis of monthly estimates of partial completion, approved by the ENGINEER. The unit prices for each pay item named in the Proposal shall be utilized for Change Orders (additions or deductions) except as otherwise provided in the detailed specifications for each class of work.

Article 5. PAYMENT PROCEDURES

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. Payments for completed work shall not be released until the CONTRACTOR has supplied the OWNER lien waivers.
- 5.1a Payments shall be reviewed and payment issued to the Contractor in accordance with the "Local Government Prompt Payment Act" (50 ILCS 505/).
- 5.2 *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. INTEREST (Deleted)

Article 7. CONTRACTOR'S REPRESENTATIONS

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

- 7.1 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.
- 7.2 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.
- 7.3 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 7.2 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.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 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.
- 7.6 THE CONTRACTOR shall notify the City of St. Charles 48 hours prior to the start of any construction. A signed copy of the Notice of Award and Notice to Proceed shall be returned to the OWNER acknowledging receipt of these documents.
- 7.7 THE CONTRACTOR shall notify "J.U.L.I.E.", the "Joint Utility Locating Information for Excavators", (1-800-892-0123) at least 72 hours (not including Saturdays, Sundays or Holidays) prior to commencement of any construction activities.

8. 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:

- 8.1 CONTRACTOR'S Proposal (pages 00300-1 to 00300-17, inclusive).
- 8.2 This Agreement (pages 00500-1 to 00500-6, inclusive).
- 8.3 Contract Payment and Performance Bonds (Section 00600).
- 8.4 Notice of Award.
- 8.5 Notice to Proceed.
- 8.6 General Conditions (pages 00700-1 to 00700-41).
- 8.7 Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
- 8.8 Engineering Drawings, standard details, and quantity schedules included Specifications bearing the title **Substation No. 9 Civil Plans**.
- 8.9 Prevailing Wage Rates (Section 00750)
- 8.10 Addenda numbers ... to ..., inclusive.
- 8.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 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.
- 9.3 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.

Article 10. OTHER PROVISIONS.

- 10.1 ASSIGNMENT of the contract or any part thereof, or any funds to be received thereunder, shall be subject to the approval of the City of St. Charles.

- 10.2 DEFAULT - THE CONTRACT may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. An award may be made by the City to the next low bidder, or articles specified may be purchased on the open market similar to those terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City of costs to the City in excess of the defaulted contract prices. The contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the City Engineer or his representative, or any other material breach, shall constitute contract default.
- 10.3 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.
- 10.4 PREVAILING WAGE RATE - All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Revised Statutes, 1987, Chapter 48, par. 39s-1, et.seq. and as amended by Public Acts 886-799 and 886-693 and resolution of the City in effect at the time work is performed. Current copies of this information are provided in Section 0750 of this document.

IN WITNESS WHEREOF, the parties hereto have signed 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 or by ENGINEER on their behalf.

This Agreement will be effective on the _____ day of _____, 2016.

CITY OF ST. CHARLES CONTRACTOR _____

By _____
Raymond Rogina, Mayor

By _____

Title _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____
Nancy Garrison, City Clerk

Attest _____

Title _____

Address for giving notices

Office of the City Clerk
Two East Main Street

St. Charles, IL 60174

Address for giving notices

END OF SECTION

~~SECTION 00600~~

~~PERFORMANCE BOND &~~

~~PAYMENT BOND~~

Not Required for This Project

SECTION 00650

CERTIFICATE OF INSURANCE REQUIREMENTS

**SEE SECTION II – INFORMATION TO BIDDERS FROM CITY
OF ST. CHARLES PURCHASING DOCUMENTS & SECTION
800 BELOW**

SECTION 00700
GENERAL CONDITIONS

SECTION 00750
PREVAILING WAGE RATES

**SEE SECTION II – INFORMATION TO BIDDERS FROM CITY
OF ST. CHARLES PURCHASING DOCUMENTS**

SECTION 00800
SUPPLEMENTARY CONDITIONS

SECTION 00800

SUPPLEMENTARY CONDITIONS

The following supplements shall modify, change, delete from, and/or add to the "Standard General Conditions of the Construction Contract " (Document No. EJCDC C-700)." Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph so amended, voided, or superseded shall remain in effect.

ARTICLE 1 - DEFINITIONS

CONTRACT TIMES Amend paragraph defining "CONTRACT TIMES" to read as follows:

Contract time shall be the time period commencing on the date of issuance of "Notice to Proceed" and concluding on the day specified in the Contract Documents by the CONTRACTOR for the satisfactory completion of the work.

OWNER Amend paragraph defining "OWNER" to read as follows:

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

ARTICLE 5 - BONDS AND INSURANCE

SC 5.01C Add the following language at the end of Paragraph 5.01C of the General Conditions.

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

SC 5.02 CONTRACTOR'S LIABILITY INSURANCE

The CONTRACTOR shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the CONTRACTOR's operations in connection with work on his company's projects, naming the City of St. Charles as an additional insured. The CONTRACTOR shall furnish Certificates of Insurance to the owner before starting construction or within 10 days after the execution of the contract, whichever 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, CONTRACTOR shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation. **Note: Liability umbrella is \$5,000,000. Certificates of insurance must be completed**

on ACCORD 25-S form with the cancellation clause revised and revisions initialed.

- SC 5.02A The CONTRACTOR shall in all respects comply with any and all statutes and Ordinances which impose any duty or obligation upon either the CONTRACTOR or the City of St. Charles, Illinois with respect to the performance of any part of the work hereby undertaken by the CONTRACTOR and the CONTRACTOR agrees to do and perform any and all acts required by any statutes or Ordinances to be performed by either the CONTRACTOR or the City of St. Charles, Illinois with respect to such work. The CONTRACTOR HEREBY agrees to hold the City of St. Charles, Illinois, its employees, agents, and Wills Burke Kelsey Associates (ENGINEER), harmless and to indemnify them against and to reimburse them for any loss, damage, costs, or expenses, together with reasonable attorney's fees, which they might or may incur by reason of failure of the CONTRACTOR to observe and comply with any and all such statutes and Ordinances.
- SC 5.02B The CONTRACTOR shall also indemnify and hold harmless the City of St. Charles, Illinois, its employees, and agents and Wills Burke Kelsey Associates (ENGINEER) from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees, and liabilities incurred in connection therewith, arising out of injury to, or death whatsoever, or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of the CONTRACTOR, any Subcontractor, the CONTRACTOR'S material, men, or any other person directly or indirectly employee by them, or any of them, while engaged in the performance of the work or any activity associated therewith or relative thereto.
- SC 5.02C The CONTRACTOR shall also name Wills Burke Kelsey Associates (ENGINEER), the ENGINEER'S subconsultants, and the City of St. Charles as additional insureds on his Contractor's General Liability policy on a "primary and non-contributory" basis.
- SC 5.03 Delete paragraph 5.03 of the General Conditions in its entirety.
- SC 5.04 Delete paragraph 5.04A and 5.04B of the General Conditions in their entirety and add the following:
- SC 5.04A **APPLICABLE TO ALL POLICIES**

All policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A. M. Best Co.

Certificates of insurance evidencing the required coverage shall be submitted to the Owner and Engineer prior to commencing work on the project.

The limits of liability for the liability insurance shall not be less than the following amounts or greater where required by law and the other insurance coverage shall be as follows:

SC 5.04B LIABILITY INSURANCE (refer to sheets provided)

1. Workers' Compensation

Coverage A:	Statutory
	Coverage B: \$500,000
	\$500,000
	\$500,000

Shoremans coverage will be required when working on or above a navigable waterway.

2. Comprehensive General Liability Insurance

Automobile Combined Single Limit	\$1,000,000 Per Occurrence
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000 Per Occurrence
Personal and Advertising Injury	\$1,000,000 Per Occurrence
Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Umbrella/Excess Liability	\$5,000,000

Coverage will include:

Blanket Contractual
Employees as Insureds
Broad Form Property Damage
Broad Form Lenders Liability

- a. The term "caused by an accident" shall be replaced by the term "occurrence."
- b. 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) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory."
- c. Insurance will provide "X", "C" and "U" (explosion, collapse and underground hazard coverage) as applicable.
- d. Workers Compensation and General Liability waiver of Subrogation in Favor of ENGINEER and CITY.

3. Comprehensive Automobile Liability Insurance

Combined Single Limit \$1,000,000

- a. All owned, hired, or non-owned vehicles including the loading or unloading thereof.
- b. The term "caused by an accident" if used in bodily injury or property damage coverage shall be replaced by the term "occurrence"

4. Umbrella/Excess Liability Insurance

Limit of Liability: \$5,000,000

In addition to the insurance coverage set forth in the contract documents, the CONTRACTOR shall maintain an Umbrella/Excess Liability policy with coverages for the same perils as covered under the primary policies, including any special requirements.

5. Special Terms/ Conditions:

If the additional insured has other insurance, which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

- a. The CONTRACTOR, and all subcontractors shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the City. The CONTRACTOR and Subcontractor shall maintain all insurance required under this section for one year after substantial completion.
- b. With respect to all insurance required herein, the CONTRACTOR shall provide such insurance naming the city and all of its employees and agents as additional named insureds, including the coverage with respect to damages, losses expense and claim, including attorney's fees; for all liability involving alleged bodily injury, all liability, and property damage, liability based upon any claims brought against the City, its mean or suppliers or the employees thereof arising from whatsoever cause, relating to, arising out of or concerning the performance of the subject property.
- c. To the extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the City and its agents

and employees from and against all claims, damages, losses and expense, including attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to destruction of tangible property (other than work itself), including a loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, or anyone for whose acts any of them may be liable, regardless of whether or not it caused in part by a party indemnified hereunder. In any and all claims against the owner or any of its agents or employees by an employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount of, type of damage's, compensation for benefits payable by or for the CONTRACTOR or any subcontractor under worker's compensation acts, liability benefit acts or other employee benefit acts. Further, the CONTRACTOR hereby agrees to hold the owner harmless and to indemnify it against and to reimburse them for any loss, damage, fines, costs or expense, together with reasonable attorney's fees, which might or may occur by reason of the failure of the CONTRACTOR to observe and comply with any and all statutes and ordinance.

6. Property Insurance

Add the following sentence to the subparagraph:

The form of the policy for this coverage shall be Completed Value.

- a. The CONTRACTOR shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit.
- b. Property Insurance provided by Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and construction equipment, which may be on the site and the capital value of which is not included in the work. The CONTRACTOR shall make his own arrangements for any insurance he may require on such construction equipment.
- c. ~~The CONTRACTOR shall furnish bonds covering faithful performance of Contract and payment obligations arising thereunder. Bonds may be obtained through the CONTRACTOR'S usual source and the cost there shall be~~

~~included in the Contract sum. The amount of each bond shall be equal to 115% of the Contract Sum including assigned CONTRACTORS. The Owner requires all of the assigned CONTRACTORS provide bonds to the CONTRACTOR.~~

The policy shall be written a special form.

MISCELLANEOUS REQUIREMENTS

The CONTRACTOR is responsible for determining that subcontractors are adequately insured against claims arising out of or relating to the work. The premium cost and charges for such insurance shall be paid by each subcontractor.

The limits of liability as stated, may be arrived at using a Split-Limit or a combined Single limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

Builders Risk: The CONTRACTOR shall provide and maintain Builder's Risk Insurance and installation insurance in the amount of 100% of the contract sum. The insurance must provide All Risk including Theft of Building Materials, and shall be written at 100% of completed value. The CONTRACTOR and the Owner shall be named insureds. The CONTRACTOR will be responsible for whatever deductible is used.

The CONTRACTOR shall in all respects comply with any and all statutes and ordinances which impose and duty or obligation upon either the CONTRACTOR or the City of St. Charles, Illinois with respect to the performance of any part of the work hereby undertaken by the CONTRACTOR and the CONTRACTOR agrees to do and perform any and all acts required by any statutes or Ordinances to be performed by either the CONTRACTOR or the City of St. Charles, Illinois with respect to such work.

APPLICABLE TO ALL POLICIES

All policies shall written with insurance companies licensed to do business in the state of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Co.

Deductibles will not exceed \$5,000.00

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Add a new subparagraph immediately after Subparagraph 6.06G of the General Conditions, which is to read as follows:

SC 6.06H CONTRACTOR shall not award Work to Subcontractor(s) in excess of 50% of the Contract Price without prior written approval of OWNER.

SC 6.12A Add the following language at the end of paragraph 6.12A of the General Conditions.

The CONTRACTOR shall also be responsible for maintaining a marked set of drawings showing all deviations in line and grade, additions, and/or deletions to the scope of work. The CONTRACTOR shall furnish the ENGINEER with said marked set of drawings upon completion of the work for use in preparing the Record Drawings.

ARTICLE 7 - OTHER WORK AT THE SITE

SC 7.02 DELETE Paragraph 7.02 of the General Conditions in its entirety and insert the following in its place:

When the OWNER contracts with others for performance of other work on the Project at the site, the OWNER will identify a construction coordinator who will have authority and responsibility for coordination of the activities among the various prime CONTRACTORS' work at the site.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC 9.03 Add the following language to paragraph 9.03 of the General Conditions which is to read as follows:

The following is a listing of the "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative" and supplements paragraph 9.03 of the General Conditions:

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF THE AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

A. GENERAL

The Resident Project Representative is the ENGINEER'S Agent and shall act under the supervision and direction of the ENGINEER. He shall confer with the ENGINEER regarding his actions and shall generally communicate with the OWNER only through the ENGINEER.

B. DUTIES AND RESPONSIBILITIES

The Resident Project Representative shall:

1. Schedule: Review the progress schedule prepared by the CONTRACTOR for compliance with the contract and give written advice to the ENGINEER concerning its acceptability.
2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.
3. Liaison:
 - a. Serve as the ENGINEER'S liaison with the CONTRACTOR working principally through the CONTRACTOR'S superintendent. Alert the CONTRACTOR, through his superintendent, to the hazards involved in accepting and acting upon instructions from the OWNER or other, except such instructions transmitted through the ENGINEER.
 - b. Cooperate with the CONTRACTOR in his dealings with the Project in order to complete service connections to public utilities and facilities.
 - c. Assist the ENGINEER in obtaining from the OWNER additional details or information, when required, at the job site for proper execution of the work.
4. Approvals: When required, assist the ENGINEER in obtaining from the CONTRACTOR a list of his proposed supplies and subcontractors.
5. Samples: Assist the ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished, and keep record of actions taken by ENGINEER.
6. Shop Drawings:
 - a. Receive approved shop drawings and other submissions from the ENGINEER, record data received, maintain a file of the drawings and

submissions, and check construction for compliance with them.

- b. Alert the CONTRACTOR'S superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the ENGINEER when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

7. Review of Work, Inspections, and Tests

- a. Conduct on-site observations of the work in progress for the ENGINEER as a basis for determining that the Project is proceeding in accordance with the Contract Documents, and report to the ENGINEER when he believes that any work should be rejected or specially tested, or that the work should be stopped to ensure that the completed Project will comply with the requirements of the Contract Documents.
- b. Verify that tests, including equipment and systems start-up, which are required by the Contract Documents are conducted and that the CONTRACTOR maintains adequate records thereof, observe, record, and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the ENGINEER.

8. Interpretations of Contract Documents: Transmit to the CONTRACTOR the ENGINEER'S interpretations of Contract Documents.

9. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modification in drawings or specifications and report them with recommendations to the ENGINEER.

10. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, and other submissions, reproductions of original Contract Documents including all addenda,

change orders, field orders, and additional drawings issued subsequent to the award of the contract, the ENGINEER'S interpretations of the Contract Documents, progress reports, and other Project-related documents.

- b. Keep a diary or logbook, recording hours on the job site, weather conditions in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses, and telephone numbers of all CONTRACTORS, subcontractors, and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted and deliver to the ENGINEER at the completion of the Project.

11. Reports:

- a. Furnish the ENGINEER periodic reports, as required, of progress of the Project and the CONTRACTOR'S compliance with approved progress schedule.
- b. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the Project.

12. Payment Requisitions: Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly their relation to the work completed and materials and equipment delivered at the site.

13. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble Guarantees, Certificates, Maintenance and Operation Manuals, and other required data to be furnished by the CONTRACTOR; and upon acceptance of the project, deliver this material to the ENGINEER for his review and forwarding to the OWNER.

14. Completion:

- a. Prior to inspection for substantial completion, submit to the CONTRACTOR a list of observed items required correction.

- b. Conduct final inspection in the company of the ENGINEER and the OWNER and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to the ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of the ENGINEER, the Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents;
- 2. Shall not undertake any of the responsibilities of the CONTRACTOR, the subcontractors, or the CONTRACTOR'S superintendent;
- 3. Shall not expedite the work for the CONTRACTOR;
- 4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents;
- 5. Shall not authorize the OWNER to occupy the Project in whole or in part;
- 6. Shall not participate in specialized field or laboratory tests.

SC 9.04 INSERT the following at the end of the last sentence, "Such authorized variations in work shall only involve engineering or plan-related issues, and shall not involve, nor be binding to the extent they relate to questions of legal interpretation of liabilities of the parties."

SC 9.9C INSERT the following to the end of the last sentence "with the exceptions of these items set forth in section 9.02, namely inspections to insure against defective work."

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC 10.04 DELETE Paragraph 10.03A in its entirety and INSERT the following:

"OWNER and CONTRACTOR shall execute appropriate and lawful change orders recommended by ENGINEER (or written Amendments) covering:"

END OF SECTION

DIVISION 01
GENERAL REQUIREMENTS

SECTION 01100

CONTRACT CONSIDERATIONS

1101 APPLICATIONS FOR PAYMENT

The Contractor shall submit three (3) copies of each application on Contractor's Standard form. The payment period will be a minimum of 30 days, and the application shall include Sworn Statements of Contractor and Sub-Contractors, together with supporting Lien Waivers.

1102 CHANGE ORDER PROCEDURES

The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by issuing supplemental instruction by Field Order.

Work Directive Change: The Engineer may issue a directive, on the Work Directive Change Order form, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

Document will describe changes in the Work, and designate method of determining any change in Contract Price or Contract Time. Promptly execute the change.

All conflicts involving a potential field change shall be brought to the attention of the City of St. Charles Engineering Office before construction of the field change begins. Failure to comply with this issue may result in construction that has not been approved and will therefore not be compensated for in final payment

1104 LIQUIDATED DAMAGES

~~Liquidated damages will be assessed as per Section 00500 of this document.~~

END OF SECTION

SECTION 01200

REFERENCE STANDARDS

1210 QUALITY ASSURANCE

For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

The Contractor shall conform to current reference standards consistent with the date at the opening bid.

The hierarchy of Specifications in order of precedence from highest to lowest is as follows:

1. Contract Documents and Specifications for “**Sub 9 Civil**” prepared by ESI, PSE, and the City of St. Charles.
2. Municipal code of the City of St. Charles.
3. National Electrical Safety Code
4. National Electrical Code
5. "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, (SSRBC), latest edition.

Should specified reference standards conflict with the Contract Documents, the Contractor shall request clarification from Engineer before proceeding.

The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

END OF SECTION

SECTION 01300

SUBMITTALS

1301 SUBMITTAL PROCEDURES

Contractor shall:

Identify Project, Contractor, Subcontractor, or supplier pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.

Revise and resubmit submittals as required, identify all changes made since previous submittal.

Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

END OF SECTION

SECTION 01400
QUALITY CONTROL

1401 QUALITY ASSURANCE/CONTROL OF INSTALLATION

The Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

The contractor shall comply fully with manufacturers' instruction, including each step in sequence.

Should manufacturers' instructions conflict with Contract Documents, the Contractor shall request clarification from Engineer before proceeding.

The Contractor shall comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

The Contractor shall perform work by persons qualified to produce workmanship of specified quality.

END OF SECTION

SECTION 01700
CONTRACT CLOSE-OUT

1701 CLOSE-OUT PROCEDURES

Submit written notice that Contract Documents have been reviewed and work has been completed in accordance to the Plans and Contract Documents and ready for Engineer's inspection. Final application for Payment must identify the total adjusted Contract Price, previous payments, and remaining sum due.

Inspections shall be requested by the Contractor to the Engineering Office and performed by the appropriate utility division or Street Department.

All punch-list items including site cleanup, drainage system cleaning, pavement sweeping, landscaping, and removal of all waste materials and construction equipment must be complete prior to final engineering approval and final payment.

1702 RECORD DOCUMENTS

The Contractor shall provide as-built plans to the City of St. Charles in accordance with the requirements of the contract special provision contained herein for "Construction Layout and As-Built Survey".

END OF SECTION

SPECIAL PROVISIONS/CLARIFICATIONS

SUB 9 CIVIL PROVISIONS:

Note that ground grid will have to be adjusted in a number of locations due to conflicts with structures, but the number of ground rods and 4/0 Cu should be basically the same.

Manholes have been pre-purchased by the City. Contractor needs to excavate and install. Installation includes at least 12" of adjustment ring and a frame and cover. Frame and cover shall be EJIW 1320 or approved equivalent. The adjustment ring, frame and cover, and grounding shall be incidental to the unit price.

On conduits that get stubbed up or out, the stub pipe, elbow and/or the cap for the stub, and any marker for the stub shall be incidental to the unit cost of the conduit.

Trenching and trench backfill shall be incidental to the unit cost of any conduit run.

For the 18 ducts that leave the southern wall of the existing manholes at the NE and NW corners of the property, note that the pipes going to the southern manholes will be generally the bottom windows of the manhole, and the pipes going to the northern manholes will be the top windows.

Note that each fence gate includes a man gate, per the drawing on sheet 071.

For pricing item D4 – Removal of Unsuitable Material – this is not anticipated to be required, but if it should be required, the material will be hauled to the City of St. Charles Public Services Building at 14th Avenue and Indiana Avenue. The material will be all piled together and documentation of where the pile came from will be required. Provide pricing per CY to haul to Indiana Avenue and 14th Avenue, St. Charles.

Contractor will be required to monitor erosion and stormwater pollution prevention, and such will be incidental to unit cost for item F1.

Ground Grid – incidental to the unit cost shall be leaving at least 5' whips above finished grade for City to tie to future structures/equipment.

CABLE REMOVAL PROVISIONS/CLARIFICATIONS:

An independent PDF showing a table of the sections, and maps of the sections is provided separately.

While this work is completely separate from the Sub 9 Civil, all of the general contract provisions are applicable.

If both projects are issued to the same contractor, the Purchase Order will include two independent lines identifying the two jobs, and the City will issue one contract.

If the projects are split between contractors, the above contract will be processed to each contractor.

A contractor does not need to bid this work if they do not wish to.

The pricing for this work shall only be pertinent in the award of the Sub 9 Civil in the event that a contractor makes the pricing for this work valid only if they are also awarded the Sub 9, such that the package price offers the City the best value. Contractor should note if a package price is available, otherwise the bid prices should stand alone since contractor could be awarded one or both of jobs.

The red circles on the maps are electric manholes.

Cables may or may not be jacketed.

4/0 and 350 MCM cables will be 15kV cable, XLPE or EPR, 175mil or 220mil, with a 1/3 concentric neutral made up of strands of copper.

1000MCM cables will be 35kV, 345 mil or 420 mil, XLPE or EPR, with a 1/3 concentric neutral made up of strands of copper.

Contractor responsible for providing the mule tape that is to be pulled back in the empty pipe.

SOIL BORING DATA

See Separate PDF

IEPA FORM LPC-662 (CCDD)

~~The updated LPC-662 form will be provided prior to construction.
The prior form is attached for reference.~~

No spoil haul off is proposed on the project.

PERMITS

City of St. Charles has already submitted permits to the City of St. Charles Building and Code Enforcement Department. It is expected that a Building Permit will be issued prior to this contract issuance.

Other than stormwater management related permitting, no other permits are expected to be required.