	AGENDA ITEM EXECUTIVE SUMMARY			Agen	da Item number: 5.b
Title:			ecommendation to Award the Bid for the 2017 Storm ewer Maintenance Program		
ST. CHARLES	Presenter:	Presenter: AJ Reineking			
Meeting: Government Services Committee Date: July 24, 2017					
Proposed Cost: \$167,500 Budgeted Amount: \$167,500 Not Budgeted:					
Executive Summary (if not budgeted please explain):					
The Public Services Division recently issued a bid for the 2017 storm sewer maintenance program.					

The scope of this program includes the cleaning and camera inspection of approximately 71,000 linear feet of storm sewer and 1,148 catch basins, inlets, manholes and box culverts. The cleaning work will help to ensure the reliability of the City's storm system, and the visual inspections will dictate the City's repair schedule for the next year.

The City received 5 bids to perform this work with United Septic Inc. of Bristol, Illinois being the lowest responsive, responsible bidder. United Septic has performed work for the City in the past and they have the experience, equipment and expertise to perform the work within guidelines of the bid.

Unit pricing was submitted for a one year contract to complete the work in Zones 7 and 11 on the east side of the City. However, the total bid came in over the City's budget amount for this fiscal year. Therefore staff would like to utilize the unit pricing from this bid to complete work in both Zones 7 and 11 up to the budgeted amount of \$167,500. The remaining work that is not completed in these zones will be completed as part of next year's program. This is part of a 7 year maintenance cycle to clean and inspect all the storm sewers throughout the community.

#### **Attachments** (*please list*):

\* Bid Tabulation \* Bid Specifications \*United Septic Bid Sheet

#### **Recommendation/Suggested Action** (briefly explain):

Recommendation to award the bid for the 2017 Storm Sewer Maintenance Program to United Septic Inc. in the submitted bid rates, not to exceed the budgeted amount of \$167,500.

# Storm Sewer Maintenance and Inspection Bid Tabulation 7/10/17

Company Name:	Address:	Total Bid Cost:
		Hourly Rate (Heavy Cleaning):
1. United Septic Inc.	1327 W. Beecher Rd.	\$ 231,063.90
	Bristol IL. 60512	
		\$ 350.00
2. Hoerr Construction	1416 County Rd 200	\$ 305,608.70
Inc.	North	
	Goodfield IL. 61742	\$ 450.00
3. National Power	2500 W. Arthington St.	\$ 318,056.70
Rodding Corp.	Chicago IL. 60612	
		\$ 1,000.00
4. Michels Pipe	817 West Main St.	\$ 322,864.56
Services; a div. of	PO Box 128	
Michels Corporation	Brownsville WI. 53006	
·		\$ 355.00
5. Benchmark	2260 Southwind Blvd.	\$ 888,587.85
Construction Co.	Bartlett IL. 60103	
Inc.		
		\$ 600.00

## CITY OF ST. CHARLES



## **INVITATION TO BID**

To Provide
Storm Sewer Maintenance & Inspection Services

For The City of St. Charles, Illinois

Bids Due: July 7, 2017 at 10:30 a.m.



## **TABLE OF CONTENTS**

Invitation to Bidder	
Request for Bids	
General Requirements	
Bid Certification	
Disqualification of Certain Proposer	24
Certification of Non-Disqualification	
Certification of Compliance	26
Compliance Statement	27
Tax Compliance Affidavit	28
References	29
Certification of Compliance with Safety Standards	30
Certification of Compliance with Human Rights Act	31
Compliance with Confined Space Entry Policy and Procedure Form	32
Agreement Signature Sheet	33
"Appendix I" – Insurance Requirements	34-35
"Exhibit A" – Stormwater Televising & Cleaning Services Specifications	36-43
"Exhibit B" - Base Bid/ Fee Schedule	44-47
"Exhibit C" – Stormwater T.V. History Atlas Maps	48-End



## **INVITATION TO BID**

## Storm Sewer Maintenance & Inspection Services City of St. Charles

NOTICE IS HEREBY GIVEN that Bidders are invited by the City of St. Charles, Illinois to submit for **STORM SEWER MAINTENANCE & INSPECTION SERVICES**.

The City of St. Charles is seeking qualified contractors with experience and interest to present their qualifications and capabilities to provide Storm Sewer Maintenance Services, including catch basin cleaning and televising services for the City of St. Charles, Illinois.

**Bid forms and specifications are available** for pick-up at the City of St. Charles, Public Works Facility located at 200 Devereaux Way, St. Charles, IL 60174

Bids are Due and will be accepted until 10:30 A.M. on July 7, 2017 with the following provisions:

- 1. Bids are to be contained in Sealed Envelopes marked with the Bid Title ("Stormwater Maintenance & Inspection Services"), Bid Due Date and Time.
- 2. Bids SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED!

Bids shall be submitted to: City of St. Charles,

2 E. Main Street

St. Charles, Illinois 60174 Attn: Purchasing Manager

Offers may not be withdrawn for a period of 90 days after bid due date without the consent of the City of St. Charles.

Any bid submitted unsealed or unsigned, received via fax transmissions, electronically or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

The City of St. Charles reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the City.

Bids will be opened publicly at 1:30 PM at the St. Charles City Hall; 2 E. Main Street.



## INVITATION TO BID

## Storm Sewer Maintenance & Inspection Services City of St. Charles

#### **Services Summary**

The City of St. Charles is seeking bids and statements of qualifications from interested companies for **STORM SEWER MAINTENANCE & INSPECTION SERVICES** in accordance with the attached specifications.

The successful company will provide the above services and in addition provide; customer service support for the City of St. Charles' residents,

#### A. GENERAL PROCESSING PROCEDURES

The following table outlines the anticipated timeline for bid submission and selection.

Activity	Target Dates	Location
Bid Issued	June 20, 2017	
Mandatory Pre-Bid Meeting	N/A	N/A
Submission of Bids	July 7, 2017	City of St. Charles
Government Services Committee	July 24, 2017	City of St. Charles
Bid Awarded	August 7, 2017	City of St. Charles

#### B. <u>TERMS AND CONDITIONS</u>

#### Errors in Bids:

Offerors are cautioned to verify their bids prior to submission. Negligence on the part of the offeror in preparing the bid confers no right for withdrawal or modification of the bid.

By executing the contract, the offeror represents that it has completely informed itself of all conditions under which services are to be performed, the service area(s), and all other relevant matters pertaining to the services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the services covered by the contract.

#### Reserved Rights:

The City reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this bid, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all bids, to supplement, add to, delete from, or



otherwise change this bid if conditions dictate. The City may seek clarifications from a Respondent at any time and failure to respond promptly may be cause for rejection.

#### **Incurred Costs:**

The City of St. Charles will not be liable in any way for any costs incurred by respondents in replying to this bid.

#### Award:

Award shall be made by the City of St. Charles to the responsible offeror whose bid is determined to be the most advantageous to the City, taking into consideration price and demonstrated ability to perform the work. The City of St. Charles reserves the right to accept the bid on a unit basis as a whole, or any component thereof, if it appears to be in the best interests of the City.

#### **Final Contract:**

This Document (City of St. Charles, Invitation to Bid to Provide Storm Sewer Maintenance Services, Dated 19 June 2017) will serve as the Final Contract. Any agreement or contract resulting from the acceptance of a bid shall be on forms approved by the City's legal counsel and shall contain, as a minimum, the applicable provisions of this request for bid and the bid itself. The City reserves the right to reject any agreement or contract which does not conform to the bid specification, the bid of the firm concerned, or the City's requirements for agreements and contracts.

#### **Evaluation Considerations:**

A selection criterion refers to the qualifications that the City would require in order to award a contract for services, or qualifications that the City intends on using to evaluate.

Respondents in order to select the most qualified respondent for the project. At a minimum, Respondents must provide all requested information in this request for bid.

Evaluation Criteria is shown below. The City of St. Charles shall consider the following when judging the ability of offerors to meet the requirements of this Bid.

#### Capability

Level of capability demonstrated by the offeror's proposed resources for meeting the requirements of this bid. A demonstrated ability to complete projects on schedule and within budget. Each bid must identify and list the equipment proposed to complete the tasks outlined in this document.

#### 2. Competence

Level of competence of the offeror's for managing sensitive construction projects including existing facility remodeling.

#### 3. Cost

The City seeks to maximize the amount of work that can be performed for the funds that have been budgeted. Cost, along with qualifications, will be a significant factor for the basis of award.

#### Services to be Provided



This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

#### Qualifications of the Company

This refers to the offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability, which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

- 1. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
- 2. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects; and proposed contract fees. (Please note that price is only one factor for consideration of award).

#### Budget:

If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

#### **Contract Period:**

As required in the specifications shown herein, including a One (1) Year Contract. All work must be completed, and all documentation and reports submitted to the City by October 31, 2017.

#### Taxes:

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

#### Hold Harmless Clause:

To the fullest extent permitted by law, the Contractor shall be required to defend, indemnify and hold harmless the City, its officials, agents, architects, contractors, consultants, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of the work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of sole legal cause of the City, its agents or employees. The Contractor shall also be required, at its own expense arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall be required, at its own expense, to satisfy and discharge the same.

Contractor shall acknowledge that it expressly understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and



save harmless and defend the City, its officials, agents and employees as provided by contract.

Contractor shall also agree to be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or supplier', performance of, or failure to perform, the work or any part thereof. Contractor shall be permitted to contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

#### <u>Insurance Requirements:</u>

Contractor shall maintain for the duration of this contract and any extensions thereof insurance as noted in Appendix I – Insurance Requirements.

#### Equal Employment Opportunity:

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

#### Responsibility & Default:

The awarded offeror shall be required to assume responsibility for all items listed in this bid document. The successful offeror shall be considered the sole point of contact for purposes of this contract.

Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by the Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere in such as manner as the City of St. Charles may deem appropriate, and charge the Contractor with any or all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

#### Storm Sewer Maintenance Company Responsibilities:

The selected company will be required to assume responsibility for all services offered in this bid. The City will consider the selected company to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contracts will be permitted only upon specific, written permission of the City of St. Charles.

#### Interpretation or Correction of Bid:

Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the bid document. Requests for interpretation of



specifications may be made in writing, and directed to the City. All such requests must be delivered in a timely fashion.

Interpretations, corrections and changes to the bid will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

#### Law Governing:

Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois.

#### Compliance with Laws:

The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the contract.

#### Termination of Contract:

The City reserves the right to terminate the whole or any part of this contract at any time upon written notification of its intent to do so. The Contractor will be paid for services rendered to the point of notification.

#### Termination for Lack of Funding:

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the City of St. Charles; provided that in the event of such termination, the Contractor shall be paid promptly for all services rendered by the Contractor through the effective date of termination.

#### Regulatory Compliance:

Offeror represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules, and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services.



### **GENERAL REQUIREMENTS**

## Storm Sewer Maintenance Services City of St. Charles

#### 1. INTENT

The City of St. Charles desires to enter into agreement with a single contractor to provide Storm Sewer Maintenance Services. The contract includes cleaning and inspection of City Storm Sewer and corresponding Catch Basins. The City has been divided into 13 unique zones, two of which, each averaging approximately 72,000 linear feet, have been identified for maintenance. The zones of the City are further described on the attached Storm water Catch basin and structure map as provided on the City's website. ("Exhibit C").

#### 2. SCOPE OF WORK

The Contractor shall be responsible for all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, equipment and supplies, vehicles and transportation services required to perform and complete the Storm Sewer Maintenance Services from defined areas within the corporate limits of the City of St. Charles for the duration of the contract. Such services shall be performed within the corporate limits of St. Charles and any territory hereinafter annexed thereto, all in strict accordance with the contract.

Work will generally consist of Catch Basin and Storm Sewer flushing and cleaning in two zones on the eastside of the City (7 & 11), as well as televising and inspection services following all cleaning. These areas are further defined on the attached Maps ("Exhibit C"). The actual amount of work (number of zones) to be completed will be based on the prices submitted and the available budget for the project.

Atlases of the storm system may be checked out at the Public Works offices located at 1405 S. 7<sup>th</sup> Ave between the hours of 7:00 AM and 3:30 PM Monday through Friday prior to the opening of this bid.

The Contractor shall submit pricing on all services/tasks for each Line Item.

Contractor is responsible for any and all damage to any properties, which are a result of Contractor's actions. Contractor shall repair or replace any and all property damaged due to Contractor's work.

All work shall be performed by experienced personnel directly employed by the Contractor.

The Contractor shall provide management and technical supervision through competent supervisors as required to implement the required contract.



Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

Contractor shall employ a sufficient number of staff, and appropriate equipment, to ensure performance of the work described.

Pre-qualification of Contractors in accordance with Section 102 of the Standard Specifications for Road and Bridge Construction in Illinois is required of all Contractors on this Project. The Contractor must be a member of the National Association of Sewer Service Companies (NASSCO, INC.) and have completed the Pipeline Assessment and Certification Program (PACP). The Contractor must provide a copy of their NASSCO membership and a letter that states the Contractor has successfully completed the Pipeline Assessment and Certification Program (PACP)

#### 3. CONTRACT PERIOD

The term of this contract will be for one year commencing May 1, 2017 and concluding April 30, 2018. All scheduled work provided herein shall be completed and reports submitted by Tuesday, October 31, 2017.

#### 4. SCOPE OF SERVICES

The work embraced herein shall be done in accordance with the City of St. Charles, Department of Public Works Standards. Work shall also be done in accordance with the "City of St. Charles Stormwater Televising & Cleaning Services Specifications" attached as "Exhibit A".

#### 5. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulation during the term of this contract. Contractor shall be held responsible for the preservation and protection of all public and private property. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

#### 6. STANDARDS OF PERFORMANCE/ WORKMANSHIP

All other portions of these special provisions notwithstanding, it is intent of these special provisions that, at a minimum, the Contractor adheres to the Storm Sewer Maintenance Services Specifications, attached as "Exhibit A". The City Representative, Public Works Manager, and/or the Assistant Public Works Director shall be the sole judge as to the adequacy of the work.

#### 7. SUBMITTALS AND INSPECTIONS



- 1. The City will conduct regular inspections of Contractor's work. Every two weeks, the City shall meet with Contractor to evaluate Contractor's services.
- 2. Contractor shall provide the City the following reports:
  - Report of any problems encountered and recommendations for resolution of problems outside the contracts scope of services. Any items reported to be critical shall be accompanied by televising footage to verify the defect.

#### 8. MEETINGS

Upon award of the contract and before initial start of work, the Contractor shall contact the Public Works Division Manager at (630) 377-4405 to schedule a pre-job meeting. Contractor shall meet with the City every two weeks afterwards to review the status of Storm Sewer Maintenance activities.

#### 9. VEHICLES AND EQUIPMENT

The Contractor shall furnish a complete list of vehicles and equipment to be used in servicing the contract as required by the City. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle or equipment listed as it deems necessary to properly administer specifications of the contract. Upon request of the City, the Contractor shall demonstrate the equipment is suitable for the proposed services. The Contractor shall notify the City if there is any change in the number or type(s) of vehicles or equipment being used.

All vehicles and equipment shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each working day. No vehicle or equipment shall be operated on St. Charles a street that leaks any fluids from the engine, working mechanism, or on board water/debris storage tank. In the event that any vehicle or equipment is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

#### 10. TAXES, LICENSES, PERMITS AND CERTIFICATES

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against St. Charles or the Contractor in connection with the

Contractor's facilities and the work included in the contract. By law, St. Charles is exempt from paying Federal Excise Tax, State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax and Service Use Tax.

The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.



#### 11. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Contractor shall ensure that any permitted subcontractor shall include said Equal Employment Opportunity Clause in each of its subcontracts.

Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

#### 12. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the City.

#### 13. INSURANCE

Contractor shall maintain for the duration of this contract and any extensions thereof insurance as noted in Appendix I – Insurance Requirements.

#### 14. SAFETY, ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind that involve the general public and/or private or public property in St. Charles, the Contractor shall immediately notify St. Charles. Upon request of St. Charles, the Contractor shall provide such accounting of details and/or copy of written accident reports as St. Charles may require.

Safety & Warning Signs/ Cones for work zones to be Contractors responsibility and shall meet all City Standards. There shall be no lane closures on Rt. 25 without flaggers present at all times. Notify the City of any and all Lane closures at least 24 hours in advance of closure.

Work Hours shall be per City of St. Charles Ordinance.

#### 15. ADDITIONAL WORK REQUIREMENTS

A. JOB SITE DAILY CLEANUP



Contractor shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of. The City will provide a location for contractors to deliver and dump grit as collected from City Storm sewers. The dump area will be at the City's IYC Plant located at 3805 Lincoln Highway, St. Charles.

#### B. EQUIPMENT STORAGE / PARKING

Contractor shall be responsible for the proper, safe and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the City. All staging locations for equipment and materials must be pre-approved by the City. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site and the City shall not be liable for any loss or damage that may occur thereto.

#### C. WATER

Contractor may use pre-designated City fire hydrants under the following conditions:

- 1. Contractor may pick-up and use a City issued water meter and RPZ device. Please contact the City Water Department for specific information.
- 2. All water usage must be recorded and reported to the City.
- 3. Water can be filled at the public works yard Hydrant
- 4. Contractor must use a hydrant meter when using water from City hydrants. The meter can be checked out from the City for a \$750 deposit, which will be returned to the contractor upon return of the meter.

#### 16. DAMAGE

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

#### 17. EMPLOYEES AND CONDUCT

The Contractor shall undertake to perform all Storm Sewer Maintenance Services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in

City of St. Charles, Illinois Public Works Department Storm Sewer Maintenance & Inspection Services



the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office.

The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by its drivers and crewmembers while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees is deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, the, upon formal written request of the City, the Contractor shall remove such employee from work within St. Charles and furnish a suitable and competent replacement employee.

The Contractor's drivers and crewmembers shall be attired at all times in a neat and professional manner. St. Charles has the right to require or define what shall be considered suitable work clothes for the Contractors employees.

All vehicle operators shall carry valid Illinois state driver's licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

#### 18. NON-PERFORMANCE OF SERVICE

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the City reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the City's judgment, sufficient cause has not been demonstrated, then the City shall service notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not taken corrective action, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs incurred by the City to correct such default. Not withstanding or foregoing, the City shall further reserve the right to terminate this contract.

#### 19. SERVICE LOCATIONS AND POINTS OF CONTACT

The Contractor shall establish and maintain an office through which it may be contacted directly, where City personnel may telephone or send inquires and complaints, and where the City personnel may send and receive instruction. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during normal business hours.

The contractor shall also notify the City of its designated contact person(s) for the purposes of obtaining instruction, answering inquires and resolving complaints. Such



person(s) shall be available to discuss, and if necessary, meet with City personnel to resolve problems.

#### 20. NOTIFICATIONS

Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of St. Charles, Public Works Department 200 Devereaux Way St. Charles, Illinois 60174 Attn: AJ Reineking, Public Works Manager

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

#### 21. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this contract be taken or held to be waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be waiver of any specification itself.

#### 22. CHANGE IN SERVICE: AMENDMENTS

If the City should wish to change the type of service provided during the term of this contract, including, but not limited to, snow routes, service specifications or modifications and/or response times, the City shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ten (10) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in written agreement executed by the parties.

#### 23. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.



#### 24. LAW TO GOVERN AND VENUE

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be St. Charles, Illinois. Any references to laws in this contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

#### 25. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the parties, their successors, and assigns.

#### **26. TERMINATION FOR CAUSE**

The City may terminate this Contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Contractor fails to perform to the City's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice. If the breach or noncompliance is not remedied by that date the City may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

#### 27. TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the City may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following any such termination for convenience, the Contractor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

#### 28. PREVAILING WAGES

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <a href="http://www.state.il.us/agency/idol/rates/rates.HTM">http://www.state.il.us/agency/idol/rates/rates.HTM</a>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

The successful proposer 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 proposer 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 proposer 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.



## **BID CERTIFICATION**

TO:	City of St Charles 200 Devereaux Way St Charles, IL 60174 ATTN: AJ Reineking, Public	c Works Manager	
FROM:	Organization:		
	Address:		
	City, State, Zip Code:		_
	Contact Person:		_
	Telephone Number:		_
	Facsimile Number:		
AUTHORIZED	NEGOTIATORS:		
Name:		Phone #:	
Name:		Phone #:	
RECEIPT OF	ADDENDA: The receipt of th	ne following addenda is hereby acknowled	lged:
Addend	dum No	, Dated	
Addendum No, Dated			
all Bids, to acc	cept an alternate Bid, and to	the City of St Charles reserves the right t waive any informalities in any Bid. furnish, with the bid, all submittals as req	. ,
	RGANIZATION: Sole Proprietor: An individua	al whose signature is affixed.	

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance & Inspection Services

\_\_\_\_\_\_ Partnership: State full names, titles and addresses of all responsible principals and/or partners on attached sheet.

\_\_\_\_\_ Corporation: State of Incorporation:\_\_\_\_\_\_

Please provide your Federal Employer Identification Number (F.E.I.N.):

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

Seal (affix seal below if applicable)

(List Name of Officers)

President
Vice-President
Secretary
Treasurer

Attest:

Signature of Secretary



#### DISQUALIFICATION OF CERTAIN PROPOSER

#### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of <u>nolo contendere</u> to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

City of St. Charles, Illinois Public Works Department Storm Sewer Maintenance & Inspection Services



## CERTIFICATE OF NON-DISQUALIFICATION UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly swo	orn, hereby certifies to the City of St. C	Jharles, Kane
and DuPage Counties, Illinois, that	(proposer) no	t barred from
contracting with any unit of State or local go	vernment, as a result of a violation of	Ch. 720, Sec
33E-11 of the Illinois Compiled Statutes.		
	Name of Proposer	
	Ву:	
State of		
SS		
County of		
Subscribed and sworn to before me this day of		
Notary Public		

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



### **CERTIFICATION OF COMPLIANCE**

#### THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1.	That the undersigned has authority to make this certification on behalf of the bid.		
	Name of Company		
2.	That the undersigned has read the contents, in regard to disqualification of certain proposer, which are contained on the following pages of the documents.		
3.	That the undersigned knows of his own knowledge that the proposer is not disqualified from proposing under the aforesaid sections.		
	Authorized Signature		
	Type or Print Name		
	Title		
SEAL			

<u>Instructions</u>: This is to be completely filled out and executed by the chief officer or the proposer authorized to submit the certification.



### **COMPLIANCE STATEMENT**

Complete this form and submit it with Form of Bid.

Offeror's Nam	ne:Signature:
TO:	City of St Charles, Public Works Facility 200 Devereaux Way St Charles, IL 60174 ATTN: AJ Reineking, Public Works Manager
FROM:	Organization:
	Address:
	City, State, Zip Code:
	Contact Person:
	Telephone Number:
	Facsimile Number:

In compliance with this Request for Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined herein, for the City of St Charles in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Bids.



## CITY OF ST CHARLES, ILLINOIS TAX COMPLIANCE AFFIDAVIT

, being first duly sworn,
deposes and says: that he is(Partner, Officer, Owner, Etc.)
of (Consultant)
The individual or entity making the foregoing bid certifies that he is not barred from contracting with the City of St Charles because of any delinquency in the payment of any tall administered by the Department of Revenue unless the individual or entity is contesting, if accordance with the procedures established by the appropriate revenue act, or entity making the bid understands that making a false statement regarding delinquency in taxes is a Class Misdemeanor and, in addition, voids the contract and allows the municipality to recover a amounts paid to the individual or entity under the contract in civil action.
(Name of Proposer if the Proposer is an Individual) (Name of Partner if the Proposer is a Partnership) (Name of Officer if the Proposer is a Corporation)
The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this day of, 20
SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the Bid



### **REFERENCES**

### **CITY OF ST CHARLES**

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Facility:
Address:
City, State, Zip Code:
Telephone Number:
Contact Person:
Dates of Service:
Facility:
Address:
City, State, Zip Code:
Telephone Number:
Contact Person:
Dates of Service:
Facility:
Address:
City, State, Zip Code:
Telephone Number:
Contact Person:
Dates of Service:



## **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

Kane	, hereby certilles to the City of St	. Chanes,
and DuPage Counties, Illinois, that		(proposer)
shall comply with all local, state and federal s	afety standards.	
	Name of Proposer	
	Ву:	
State of		
SS		
County of		
Subscribed and sworn to before me this day of		
Notary Public		



## CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT

Kane	n, hereby certifies to the City of St. Charles,
and DuPage Counties, Illinois, that	(proposer)
complies with the Illinois Human Rights Act a 87-1257	as amended by Section 2-105, Public Act
in relation to employment and human rights.	
	Name of Proposer
	Ву:
State of	
ss	
County of	
Subscribed and sworn to before me this day of	
Notary Public	

City of St. Charles, Illinois Public Works Department Storm Sewer Maintenance & Inspection Services



## COMPLIANCE WITH CONFINED SPACE ENTRY POLICY AND PROCEDURE FORM

	(Contractor) hereby certifies that it
Space	omply with all requirements of 29 CFR Part 1910 Permit Required Confined es for General Industry. Special attention is drawn to Section 1910.146(c) nich provides as follows:
emplo	dition to complying with the permit space requirements that apply to all byers, each Contractor who is retained to perform permit space entry tions shall:
1.	Obtain any available information regarding permit space hazards and entry operations from the host employer;
2.	Coordinate entry operations with the host employer, when both host employer personnel and Contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
3.	Inform the host employer of the permit space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."
	Signed:
	Title/Position:
this	ribed and sworn to before me day
Notary	/ Public



### **AGREEMENT SIGNATURE SHEET**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF ST CHARLES	
Ву:	
Ray Rogina, Mayor	
Attest:	
City Clerk	
CONTRACTOR:	
Ву:	
Print Name and Title: (If Corporate: Chairman, President or Vice President)	
Attest	
Print Name and Title (If Corporate: Secretary, Assistant Secretary) Chief Financial Officer or Assistant Treasure	

**Appendix I - Insurance Requirements** 



## City of St. Charles Certificate of Insurance Requirements

Contractor shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- (a) Workers' Compensation & Occupational Diseases Insurance Statutory amount for Illinois
- (b) General Liability Insurance:
  - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
  - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
  - 3) Contractual insurance broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
  - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
  - Proper damage, with limits of not less than \$1,000,000 each occurrence/
     \$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella or excess liability coverage of \$5,000,000.
- (e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full



contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.

(f) All insurance policies shall provide that the City shall receive written notice of cancellation of reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation.



### "EXHIBIT A"

## City of St. Charles Storm Sewer Maintenance Services Specifications

#### **DESCRIPTION**

The Department of Public Works (DPW) is responsible for maintaining the Stormwater System throughout the City. The City of St. Charles desires to enter into agreement with a single contractor to provide Storm Sewer Maintenance Services to help support our Stormwater Program. The contract includes the cleaning and inspection of catch basin and storm sewer within established zones in the City of St. Charles as well as televising services of all areas cleaned. The two service zones identified in this program each contain over 30,000 linear feet of storm sewer and approximately 500 structures, and are further described on the attached Stormwater Infrastructure Report ("Exhibit C"). The City reserves the right to add or decrease the amount of sewer and structures to be cleaned, based on the proposer's unit prices.

#### **DURATION OF WORK**

The base contract shall be for one year, the 2017 fiscal year (May 1, 2017 – April 30, 2018).

All regular maintenance as part of the base scope of this contract shall be performed in continuous business days and shall be completed absolutely no later than October 31, 2017.

#### **LOCATION OF WORK**

The base contract for 2017 will be in Zones 7 and 11, located in the northeastern and southeastern quadrant of the City. Pipe sizes, lengths, and catch basin information can be found in "Exhibit C".



Supplemental work based on unit prices may be located in any zone within the City limits. Emergency work shall have no minimum mobilization required.

#### **DEBRIS REMOVAL**

The City will dispose of all debris removed from City storm sewers as part of this program. The successful bidder shall dump all debris in a drying bed located within the City's corporate limits.

#### **BACKYARD STORMSEWER**

The Contractor shall be responsible to make notification to all residents and businesses with backyard storm sewers/structures. Notifications shall be made no less than three (3) days and no more than three (3) weeks prior to starting the work. The notification should contain the estimated week of the work as well as the contact information for a foreman on the site.

Should the work have potential to damage a landscaped area, or should a resident request that no work be performed adjacent to his/her property, the contractor shall skip those properties and notify the Public Works Manager of all sections skipped. In the written report, skipped areas shall be noted with the reason that they were skipped.

#### **EMERGENCY RESPONSE**

Should an emergency situation require immediate storm sewer cleaning or maintenance services, the Contractor shall be required to mobilize on site within 2 and one-half hours of the callout.

#### MINIMUM REQUIREMENTS

All contractors MUST meet the following minimum requirements to be considered for work:

- Minimum of 5 years of experience providing Stormwater Catch Basin Cleaning Services. If less than five years experience, previous experience with the City will be considered.
- Provide adequate communications. All vehicles will need a 2-way radio with City frequency, a Cell Phone.
- Ability to provide competent drivers/ operators that are capable of efficiently operating the equipment assigned and are able to read City supplied maps.



- Provide equipment that meets or exceeds the Department of Public Works equipment specifications. All equipment shall display the name of the contractor for identification.
- Meet or exceed all Liability Insurance Requirements as required by the City of St. Charles.

#### **STANDARD SPECIFICATIONS**

The Standard Specifications governing the performance of the Work shall be deemed to include all revisions, amendments, and supplements in effect as of commencement of the Work, or subsequently enacted anytime during the progress of the Work. The Standard Specifications include the latest editions of the following:

- "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, published by the Illinois Department of Transportation (IDOT).
- 2. "Bureau of Local Roads and Streets, Special Provisions and Specifications", published by IDOT.
- "Interim Special Provisions", adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.
- 4. "Manual on Uniform Traffic Control Devices for Streets and Highways", adopted by IDOT.
- 5. "Standard Specifications for Water and Sewer Main Construction in Illinois". Seventh edition, dated 2014.

#### SUPPLEMENTS TO STANDARD SPECIFICATIONS

The following requirements supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1st, 2012, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of request for bids; and the "Standard Specifications for Traffic Control Items," latest edition, (hereinafter referred to as the Traffic Specifications). In case of conflict with any part or parts of said Specifications, the Special Provisions shall be controlling.

Before submitting bids, proposers should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted.

City of St. Charles, Illinois Public Works Department Storm Sewer Maintenance & Inspection Services



Submission of a Bid implies that the proposer is fully conversant with all requirements of Minimum Requirements, Standard Specifications, Special Provisions, Standard Drawings, and site conditions. No claim for additional compensation will be considered or paid because of the CONTRACTOR'S negligence or failure to be so informed.

#### STORM SEWER AND CATCH BASIN CLEANING SPECIFICATIONS

The CONTRACTOR shall perform and provide:

- It shall be the responsibility of the Contractor to remove internal deposits
  from the catch basins or storm sewer structures, using accepted sewer
  cleaning techniques. The cleaning operation shall remove all debris,
  solids, rags, soil, sand, and pieces of broken pipe, bricks, grease, grit, and
  other debris that would collect within the Storm Sewer Structure.
  Manholes, catch basins and Inlets, shall all be classified as storm sewer
  structures
- All material shall be removed at the downstream manhole of the section being cleaned. Passing material from one manhole section to another shall not be permitted. In the event that roots, sludge, dirt, sand, rocks, grease, encrustation and other solid or semisolid material or debris resulting from the cleaning operations are observed and/or detected by the Public Works Department as passing to downstream sewer segments(s), Contractor shall be responsible for cleaning such downstream sewer segment(s) at no additional cost to the City. All costs are incidental and shall be included in the unit bid price.
- Precautions shall be taken to ensure that the cleaning operation will not
  cause any damage or flooding to public and /or private property being
  served by the sewer line section involved. The Contractor shall bear full
  costs associated with any flooding or damage to basements or structures.
- The Contractor shall recognize that there are some conditions such as broken pipe and/or major blockages that can prevent cleaning from being accomplished or where damage could result if cleaning were attempted or continued. Perform a reverse set-up cleaning when a blockage in the sewer prevents completion of cleaning from the downstream manhole by moving equipment to the upstream manhole and attempting to complete the cleaning of the entire sewer.
- Attempt to remove a specific blockage in the sewer for at least 1 hour before advising the Public Works Department the blockage cannot be removed. The Public Works Department shall immediately be notified by the Contractor of any and all conditions, which in the opinion of Contractor



warrant termination of cleaning activities. If Contractor's cleaning equipment becomes lodged in a sewer, it shall be removed by Contractor at his / her expense. This shall include excavation and repair of the sewer, underground utilities, backfilling, and surface restoration.

- When heavy sewer line cleaning is shown as a bid item on the bid, measurement shall be made on an actual cleaned lineal footage basis per diameter of sewer cleaned and shall include the cost of all items necessary to complete the sewer cleaning and any bypass pumping/flow control which may be required. The cost for an additional set-up is incidental to the heavy cleaning bid. Heavy cleaning shall be approved by the Public Works Department prior to its use or payment will be withheld.
- Acceptance of sewer cleaning work is contingent upon the successful
  completion of the Catch Basin Cleaning inspection. If Catch Basin
  inspection shows debris, solids, sand, grease, roots, deposits remaining in
  the Structure, the cleaning will be considered unsatisfactory, and the
  Contractor shall repeat cleaning and cleaning of the Storm sewer
  structure, at no increased cost to the City until cleaning is acceptable to
  the Public Works Department.
- CLEANING ITEMS: The Contractor shall select the cleaning equipment for cleaning based on the age, the material and the probable condition of the sewer. The Contractor shall not damage the sewer or any manhole during cleaning.
- Storm Sewer Structures: Not all the structures on the map will need to be cleaned. It will be at the Contractors discretion if a structure has no debris to be removed from it. This will then be listed as a checked item only and not subject to cleaning and payment of such. A list of these items and structures shall be supplied to the City of St Charles at the time the section is invoiced.
- **INSPECTIONS:** The Contractor shall ensure that all structures submitted for payment will be free from debris upon completion of the cleaning work. A follow up inspection by the City will determine if the structures submitted will be acceptable for payment.
- **SUBMITTALS:** The Contractor shall:
  - a. Submit a spread sheet of all structures that were cleaned for payment with the appropriate city Identified numbers attached to the corresponding structure.
  - b. A spread sheet listing the structures with city ID's that were not cleaned.

City of St. Charles, Illinois Public Works Department Storm Sewer Maintenance & Inspection Services



#### STORMSEWER TELEVISING SPECIFICATIONS

The contractor shall televise all sections of storm sewer cleaned under this contract. All televising footage shall be PACP coded, and a report of any defects provided to the City. Any critical or catastrophic failures of City infrastructure identified during this televising shall be brought to the attention of the Public Services Division Manager immediately.

Televising of storm sewer structures is NOT required as part of this scope of services. However, a structure condition report, completed on an iPad, provided by the City, shall be completed along with the mainline assessment.

Electronic copies of the televising footage shall be provided to the City on a CD or USB drive. All data shall be formatted to be PACP compliant. The City currently uses IT Pipes for their televising software. While not required, IT Pipes configured data would be seen as beneficial.

In addition to the video footage, the contractor shall provide a written report of each section cleaned, identifying defects in the pipe sections. The report shall be clear and concise.



### "EXHIBIT B"

#### **BASE BID/ FEE SCHEDULE**

Proposers will be required to submit costs for Stormwater Televising & Cleaning Services based on the following Fee Schedule. Proposers will be compensated based on Unit Prices identified for width and length of Storm Lines. Proposers will be awarded this procurement not necessarily based on least cost, but rather to the contractor whose bid best meets the requirements of this RFP. It is understood that the contractor will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, implements, equipment, materials, and supplies to complete the contracted work.

The bid shall include a detailed list of the equipment the contractor will have available including the following information:

- The Name and Type of Equipment
- Age of Equipment
- Condition of Equipment

Should there be a discrepancy between the gross sum bid amount and the bid amount calculated from the summation of quantities multiplied by their respective unit prices, the latter shall apply.

The quantities stated in these bid documents for which unit prices are to be provided are approximate only and is intended for the purposes of obtaining a gross sum, computing the value of additions and deductions, and determining the lowest responsible Proposer. Compensation to the Contractor shall be based upon the actual quantities used for the performance of the Work multiplied by the unit price stated in Contractor's Fee Schedule for each item. Contractors are forewarned that the quantities may be increased or decreased by 25% without prejudice to the contract. Payment will be based on lineal feet cleaned and televised at the accepted unit price.



# CITY OF ST. CHARLES Stormwater Televising & Cleaning Services 2017 Fee Schedule

Bids will be accepted until 10:30 AM on Friday, July 7, 2017.

Proposer hereby proposes and agrees to furnish to the City of St. Charles all equipment, materials, labor and related items necessary for the completion of the Work in accordance with this Bid document for the amounts stated as follows:

Diameter (Inches)	Unit Price (per linear ft)	Quantity (Zone 7&11)	Extended Price
4 ln.	\$	285'	\$
6 ln.	\$	1306'	\$
8 ln.	\$	<u>3596'</u>	\$
10 ln.	\$	6814'	\$
12 ln.	\$	31618'	\$
15 ln.	\$	10736	\$
18 ln.	\$	4994'	\$
19 x 30 ln.	\$	<u> 182'</u>	\$
21 ln.	\$	<u> 1685'</u>	\$
24 ln.	\$	<u>5883'</u>	\$
24 x 38 ln.	\$	<u> 189'</u>	\$
27 ln.	\$	215'	\$
30 ln.	\$	1212'	\$
36 ln.	\$	494'	\$
42 ln.	\$	<u>485'</u>	\$
48 ln.	\$	<u> 176'</u>	\$
60 In.	\$	172'	\$
70 ln.	\$	908'	\$
Total pipe Cleaning	g & Inspection		\$

City of St. Charles, Illinois Public Works Department Storm Sewer Maintenance & Inspection Services



Catch Basin Cleaning	\$	451	\$
Catch Basin Inspection	\$	451	_ \$
Inlet Cleaning	\$	332	\$
Inlet Inspection	\$	332	\$
Manhole Cleaning	\$	337	\$
Manhole Inspection	\$	337	\$
Box Culvert Cleaning	\$	28	\$
Box Culvert Inspection	\$	28	\$
Total Structure Inspecti	on & Cleaning	Services:	\$
Award will be based on concerned will be determined	umulative unit p	rices. The actual o	quantity of work to be
Award will be based on co	umulative unit pained by prices remained agent for the firm duct(s) described heriations from the a	rices. The actual of eceived and budge and designated below an erein for the amount sattached detailed speci	quantity of work to be tary funds available.  d that the firm will sell to pecified above. Further, I fications are clearly stated
Award will be based on comperformed will be determined. I certify that I am acting as an the City of St. Charles the proceeding that all exceptions or determined.	ined by prices reined by prices reined by prices rein agent for the firm duct(s) described he eviations from the asshall include all te	rices. The actual of eceived and budge and designated below an erein for the amount sattached detailed speci	quantity of work to be tary funds available.  d that the firm will sell to pecified above. Further, I fications are clearly stated
Award will be based on comperformed will be determined. I certify that I am acting as an the City of St. Charles the proceeding that all exceptions or definition and the price quoted.	ined by prices remained by prices remained by prices remained agent for the firm duct(s) described he eviations from the analysis shall include all terresentative	rices. The actual of eceived and budge and designated below an erein for the amount sattached detailed specimes specified unless of	quantity of work to be tary funds available.  d that the firm will sell to pecified above. Further, I fications are clearly stated therwise noted.
Award will be based on comperformed will be determined. I certify that I am acting as an the City of St. Charles the proceeding that all exceptions or definition writing and the price quoted.  Signature of Authorized Rep	umulative unit pained by prices remained by prices remained agent for the firm duct(s) described heviations from the abshall include all terms or esentative  LY PRINT THE F	rices. The actual of eceived and budge and designated below an erein for the amount sattached detailed specimes specified unless of	quantity of work to be tary funds available.  d that the firm will sell to pecified above. Further, I fications are clearly stated therwise noted.
Award will be based on comperformed will be determined. I certify that I am acting as an the City of St. Charles the proceeding that all exceptions or do in writing and the price quoted.  Signature of Authorized Rep. PLEASE TYPE OR NEATION.	umulative unit pained by prices remained by prices remained agent for the firm duct(s) described heviations from the abshall include all terms or esentative  LY PRINT THE F	rices. The actual of eceived and budge and designated below an erein for the amount sattached detailed specimes specified unless of	quantity of work to be tary funds available.  d that the firm will sell to pecified above. Further, I fications are clearly stated therwise noted.
Award will be based on caperformed will be determined. I certify that I am acting as arthe City of St. Charles the procertify that all exceptions or do in writing and the price quoted.  Signature of Authorized Rep. PLEASE TYPE OR NEATION.  Name of Authorized Repres.	umulative unit pained by prices remained by prices remained agent for the firm duct(s) described heviations from the abshall include all terms or esentative  LY PRINT THE F	rices. The actual of eceived and budge and designated below an erein for the amount sattached detailed specimes specified unless of	quantity of work to be tary funds available.  d that the firm will sell to pecified above. Further, I fications are clearly stated therwise noted.



### "EXHIBIT C"

## City of St. Charles Stormwater Infrastructure Report

The attached report contains a comprehensive table of the Stormwater Sewer System in all City Zones, as well as additional zones that may be completed as time and funding allow.

#### The Base Contract Shall Include Zones 7 & 11.

Zone 7 is bordered by Illinois Rt. 64 (Main Street) to the south, Persimmon Dr. to the East, Stonehedge Rd.to the north, and the Fox River to the West.

Zone 11 is bordered by Illinois Rt. 64 (Main Street) to the north, Tyler Road to the east, Ronzhiemer Road to the south, and 7<sup>th</sup> Avenue to the West.

Atlases of these zones will be available to check out at the Public Works Complex located at 1405 S. 7<sup>th</sup> Ave, St. Charles, IL 60174 between the hours of 7:00 AM and 3:30 PM until the date of the bid opening.



### **BID CERTIFICATION**

TO:	City of St Charles 200 Devereaux Way St Charles, IL 60174			
	ATTN: AJ Reineking, Public Works Manager			
FROM:	Organization: United Septic, Inc.			
	Address: 1327 W Beecher Rd.			
	City, State, Zip Code: Bristol, IL. 60512			
	Contact Person: De Wilcox			
	Telephone Number: (630) 553-7808			
	Facsimile Number: (630) 553-3305			
AUTHORIZE	D NEGOTIATORS:			
Name	: James Agajanian Phone #: 630-546-0190			
Name	De Wilcox Phone # 630 - 553 - 7808			
RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:				
Adder	ndum No, Dated			
Adder	dum No, Dated			

In submitting this bid, it is understood that the City of St Charles reserves the right to reject any or all Bids, to accept an alternate Bid, and to waive any informalities in any Bid.

In addition to this document, Offerors shall furnish, with the bid, all submittals as required herein.



# CITY OF ST. CHARLES Stormwater Televising & Cleaning Services 2017 Fee Schedule

Bids will be accepted until 10:30 AM on Friday, July × 2017.

Proposer hereby proposes and agrees to furnish to the City of St. Charles all equipment, materials, labor and related items necessary for the completion of the Work in accordance with this Bid document for the amounts stated as follows:

Diameter (Inches)	Unit Price (per linear ft)	Quantity (Zone 7&11)	Extended Price
4 In.	\$ 4.00	285'	\$ 1140.00
6 ln.	\$ 1.65	1306'	\$ 2154.90
8 In.	\$ 1.65	3596'_	\$ 5933.40
10 In.	\$ 1.65	6814	\$ 11,243,10
12 ln.	\$ 1.75	31618'	\$ 55,331.50
15 ln.	\$ 2.10	10736'	\$ 22,545.60
18 ln.	\$ 2.00	4994'	\$ 9988.60
19 x 30 ln.	\$ 4.00	182'	\$ 738.00
21 In.	\$ 2.00	1685'_	\$ <u>3370.00</u>
24 ln.	\$ 2.00	5883'	\$ 11,766.00
24 x 38 ln.	\$ 4.00	189'	\$ 756.00
27 ln.	\$ 2.10	215'	\$ 451.50
30 ln.	\$ 2.10	1212'	\$ 2545.20
36 In.	\$ 2.80	494'	\$ 1383.20
42 ln.	\$ 4.50	485'	\$ 2182.50
48 ln.	\$ 4.50	176'	\$ 792.00
60 In.	\$ 4.50	172'	\$ 774.00
70 In.	\$ 5.50	908'	\$ 4994.00

Total pipe Cleaning & Inspection

\$138,078,90

City of St. Charles, Illinois Public Works Department Storm Sewer Maintenance & Inspection Services



Catch Basin Cleaning	\$ 70.00	451	\$ 31,570.00	
Catch Basin Inspection	\$ 35.00	451	\$15,785.00	
Inlet Cleaning	\$ 35,00	332	\$ 11,620.00	
Inlet Inspection	\$ 20.00	332	\$ 6640.00	
Manhole Cleaning	\$ 35.00	337	\$_11,795.00	
Manhole Inspection	\$ 35.00	337	\$ 11,795.00	
Box Culvert Cleaning	\$ 100.00	28	\$ 2800.00	
Box Culvert Inspection	\$ 35.00	28	\$ 980.00	
Total Structure Inspection	& Cleaning Ser	/ices:	\$ 92,985,00	
Hourly Rate for Heavy Cle	aning: \$ <u>35</u> 0	0.00		
Award will be based on cumulative unit prices. The actual quantity of work to be performed will be determined by prices received and budgetary funds available.				
I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.				
X YNORY C OU Signature of Authorized Repre				
PLEASE TYPE OR NEATLY Mary C. Aues	PRINT THE FOL			
Name of Authorized Represent	ative		Title	
1327 W Bee	cher Rd.			
Street Address Bristol	11		60512	
City	State	····	Zip Code	
	07			
(Area Code) Phone Number				