



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.o

Title:

Recommendation to Award the Bid for Street Light Maintenance Services

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$99,867.00

Budgeted Amount: \$137,520.00

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Public Works Department maintains 3,241 street lights throughout the community. These lights require periodic maintenance or repair as a result of bulb, ballast, photocell, fixture, or power source failure.

Street lights are funded from the City's general fund; however they have historically been maintained by the City's Electric utility, which back charges for services rendered at the end of the year. Public Works has decided to partner with a contractor to provide maintenance services to gain efficiencies in service and allow staff to focus on mission critical duties.

A maintenance bid was prepared to address most of the typical failures experienced, which are noted above. The City received two bids for this work with Meade, Inc. being the lowest responsive, responsible bidder. Meade performs similar work for Kane and DuPage Counties as well as numerous other area municipalities, and they have also been the City traffic signal contractor for the last few years and we have had a positive experience.

Attachments *(please list):*

* Bid Tabulation * Bid Specifications * Bid Price Sheets

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Street Light Maintenance Services to Meade, Inc. in the submitted bid rate, with an anticipated annual cost of \$99,867.00.

Street Light Maintenance Services Bid Award
GSC March 27, 2017

Item	Est. Quantity	Meade, Inc.		Lyons Electric Company, Inc.	
		Unit Price	Extended Price	Unit Price	Extended Price
Inspection to ID Issue	600	\$ 43.00	\$ 25,800.00	\$ 125.00	\$ 75,000.00
Bulb Replacement	570	\$ 32.00	\$ 18,240.00	\$ 125.00	\$ 71,250.00
Ballast Replacement	10	\$ 159.00	\$ 1,590.00	\$ 170.00	\$ 1,700.00
Photo Cell Replacement	400	\$ 27.00	\$ 10,800.00	\$ 125.00	\$ 50,000.00
Fixture Replacement	25	\$ 123.00	\$ 3,075.00	\$ 255.00	\$ 6,375.00
Hand Dig Pit	4	\$ 300.00	\$ 1,200.00	\$ 1,500.00	\$ 6,000.00
Hand Dig Pit w/ Restoration	4	\$ 500.00	\$ 2,000.00	\$ 3,000.00	\$ 12,000.00
Machine Dig Pit	8	\$ 350.00	\$ 2,800.00	\$ 900.00	\$ 7,200.00
Machine Dig Pit w/ Restoration	8	\$ 500.00	\$ 4,000.00	\$ 2,500.00	\$ 20,000.00
Bore 1-1/4" HDPE Pipe (per ft)	1700	\$ 14.50	\$ 24,650.00	\$ 25.00	\$ 42,500.00
Install 1-1/4" 90/45 Degree Elbow (ea.)	12	\$ 125.00	\$ 1,500.00	\$ 300.00	\$ 3,600.00
Unsuitable Backfill Disposal (cu. yd.)	12	\$ 101.00	\$ 1,212.00	\$ 350.00	\$ 4,200.00
Concrete Footer Repair (ea.)	3	\$ 1,000.00	\$ 3,000.00	\$ 2,800.00	\$ 8,400.00

ANTICIPATED FIRST YEAR TOTAL	\$ 99,867.00	\$ 308,225.00
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Materials Markup Percent (%)	10%	15%
Optional Year 2 Increase	2.75%	5%
Optional Year 3 Increase	2.75%	5%

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

Bids Due: Thursday, March 9, 2017, at 1:30 p.m.

Responder Information

Company Name: Meade Inc. **Telephone:** 708-588-2500
Address: 9550 W 55th Street, Suite A **Fax:** 708-588-2501
City, State, Zip: McCook, Ill 60525 **Email:** twt@meade100.com
Contact Person: Tom Talbot

Proposal Price: STREET LIGHT INSPECTION & MAINTENANCE

**The pricing submitted for the below shall include all preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

	Unit Price	Estimated Annual Quantity	Extended Price
Inspection to Determine Problem	\$ 43.00	600	\$ 25,800.00
Bulb Replacement City Supplied Materials	\$ 32.00	570	\$ 18,240.00
Ballast Replacement City Supplied Materials	\$ 159.00	10	\$ 1,590.00
Photo Cell Replacement	\$ 27.00	400	\$ 10,800.00
Fixture replacement with City Supplied Materials	\$ 123.00	25	\$ 3,075.00
Hand Dig Pit (each)	\$ 300.00	4	\$ 1,200.00
Hand Dig Pit with Landscape Restoration (each)	500.00	4	2,000.00
Machine Dig Pit (each)	350.00	8	2,800.00
Machine Dig Pit with Landscape Restoration (each)	500.00	8	4,000.00

Bore 1-1/4" HDPE pipe, pull and terminate wire (per foot)	14.50	1700	\$24,650.00
Installation of 1-1/4" 90 degree or 45 degree elbow (each)	125.00	12	1,500.00
Unsuitable backfill spoil removal (cu.yd)	101.00	12	1,212.00
Concrete Footer Repair (each)	1,000.00	3	3,000.00
TOTAL			\$ 99,867.00

Increase for Year 2 Optional Extension (May 1, 2018 – April 30, 2019): 2.75 %

Increase for Year 3 Optional Extension (May 1, 2019 – April 30, 2020): 2.75 %

Attach a list of Hourly Rates for Labor and Equipment

Materials Markup Percent: 10 %

Directional Boring Unit Pricing Details:

Hand dig pit for installation of elbows or connections of pipe at the streetlight location. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Machine dig pit for installation of elbows into equipment and for directional bore setup – this shall include some hand dig work for actual undermining of the equipment for the elbow installation. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Directional bore a 1-1/4" polypipe and install City provided wire. City will provide streetlight wire, typically either #6 or #10. This price shall include the material cost of the pipe, the cost of pulling string, and the cost to connect the wire at both ends using City material for the connections.

Install 1-1/4" 90° degree or 45 degree PVC, galvanized, or fiberglass elbow. Elbow should be coupled to the polypipe. This price shall include the labor cost of installation of the elbow and coupling the elbow to the polypipe. The elbow shall be provided by St. Charles. The coupling is to be provided by contractor and the material cost of the coupling included within the unit price below.

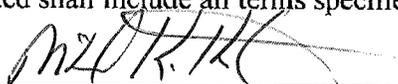
Remove and dispose of unsuitable backfill, such as rocks, tree stumps, etc., when directed by St. Charles Electric Utility personnel. Price shall include all labor, taxes and handling. Use of this unit requires prior approval by St. Charles Electric Utility personnel. If Contractor does not have prior approval, expense shall be on the contractor.

Concrete footer repair shall include jackhammering out the top 12" of a footer, replacing J bolts to meet the required bolt pattern, reframing, and repouring concrete. This unit cost shall include the J bolts by the Contractor. Contractor shall assume this work is to be done on a State or County ROW and build proper traffic protection and control into the unit cost. Contractor and City can agree to use T&M rates such is in the City's best interest.

Labor Rates for streetlight repair crew should be provided for straight time, normal work. In the area below, or in an attached document, provide the details for overtime rates:

List any and all deviations from minimum specifications:

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.



Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Michael K Knutson	Vice President	
Name of Authorized Representative	Title	
Meade Inc.		
Company Name		
9550 W 55th Street, Suite A		
Street Address		
McCook	Illinois	60525
City	State	Zip Code
708-588-2500		
(Area Code) Phone Number		

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

Bids Due: Thursday, March 9, 2017, at 1:30 p.m.

Responder Information

Company Name: Lyons Electric Company, Inc. **Telephone:** 708-588-6800
Address: 650 E. Elm Avenue **Fax:** 708-588-6805
City, State, Zip: La Grange, IL 60525 **Email:** questions@lyonspinner.com
Contact Person: William R. Darnstadt

Proposal Price: STREET LIGHT INSPECTION & MAINTENANCE

**The pricing submitted for the below shall include all preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

	Unit Price	Estimated Annual Quantity	Extended Price
Inspection to Determine Problem	\$ 125.00	600	\$ 75,000.00
Bulb Replacement City Supplied Materials	\$ 125.00	570	\$ 71,250.00
Ballast Replacement City Supplied Materials	\$ 170.00	10	\$ 1,700.00
Photo Cell Replacement	\$ 125.00	400	\$ 50,000.00
Fixture replacement with City Supplied Materials	\$ 255.00	25	\$ 6,375.00
Hand Dig Pit (each)	\$ 1,500.00	4	\$ 6,000.00
Hand Dig Pit with Landscape Restoration (each)	3,000.00	4	12,000.00
Machine Dig Pit (each)	900.00	8	7,200.00
Machine Dig Pit with Landscape Restoration (each)	2,500.00	8	20,000.00

Bore 1-1/4" HDPE pipe, pull and terminate wire (per foot)	25.00	1700	42,500.00
Installation of 1-1/4" 90 degree or 45 degree elbow (each)	300.00	12	3,600.00
Unsuitable backfill spoil removal (cu.yd)	350.00	12	4,200.00
Concrete Footer Repair (each)	2,800.00	3	8,400.00
TOTAL			\$ 308,225.00

Increase for Year 2 Optional Extension (May 1, 2018 – April 30, 2019): 5 %

Increase for Year 3 Optional Extension (May 1, 2019 – April 30, 2020): 5 %

Attach a list of Hourly Rates for Labor and Equipment

Materials Markup Percent: 15 %

Directional Boring Unit Pricing Details:

Hand dig pit for installation of elbows or connections of pipe at the streetlight location. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Machine dig pit for installation of elbows into equipment and for directional bore setup – this shall include some hand dig work for actual undermining of the equipment for the elbow installation. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Directional bore a 1-1/4" polypipe and install City provided wire. City will provide streetlight wire, typically either #6 or #10. This price shall include the material cost of the pipe, the cost of pulling string, and the cost to connect the wire at both ends using City material for the connections.

Install 1-1/4" 90° degree or 45 degree PVC, galvanized, or fiberglass elbow. Elbow should be coupled to the polypipe. This price shall include the labor cost of installation of the elbow and coupling the elbow to the polypipe. The elbow shall be provided by St. Charles. The coupling is to be provided by contractor and the material cost of the coupling included within the unit price below.

**Lyons Pinner Electric
T&M Rates
Hourly Equipment Rates**

City of St. Charles Street Light Maintenance Project

Rates good for May 1, 2017 to April 30, 2018

Hourly Labor Rates	Rate per Hour
Standard Labor	\$ 123.00
Overtime Labor	\$ 179.50
Premium (DT) Labor	\$ 234.00
Hourly Equipment Rates	Rate per Hour
Service Truck	\$ 25.00
Boom Truck	\$ 55.00
75' Elliott	\$ 140.00
Compressor	\$ 15.00
Directional Bore Machine	\$ 125.00
Dump Truck	\$ 35.00
Trencher	\$ 45.00
Backhoe	\$ 50.00
Auger	\$ 65.00
Consaw	\$ 25.00
Vacuum Trailer	\$ 75.00
Loop Truck	\$ 55.00
Pole Trailer	\$ 20.00
Skid Steer	\$ 50.00
Semi Truck with Driver	\$ 80.00

Remove and dispose of unsuitable backfill, such as rocks, tree stumps, etc., when directed by St. Charles Electric Utility personnel. Price shall include all labor, taxes and handling. Use of this unit requires prior approval by St. Charles Electric Utility personnel. If Contractor does not have prior approval, expense shall be on the contractor.

Concrete footer repair shall include jackhammering out the top 12" of a footer, replacing J bolts to meet the required bolt pattern, reframing, and repouring concrete. This unit cost shall include the J bolts by the Contractor. Contractor shall assume this work is to be done on a State or County ROW and build proper traffic protection and control into the unit cost. Contractor and City can agree to use T&M rates such is in the City's best interest.

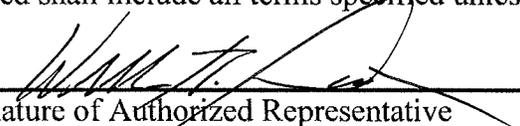
Labor Rates for streetlight repair crew should be provided for straight time, normal work. In the area below, or in an attached document, provide the details for overtime rates:

See Attachment

List any and all deviations from minimum specifications:

None

William R. Darnstadt 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.


Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

<u>William R. Darnstadt</u>		<u>President</u>
Name of Authorized Representative		Title
<u>Lyons Electric Company, Inc.</u>		
Company Name		
<u>650 E. Elm Avenue</u>		
Street Address		
<u>La Grange</u>	<u>Illinois</u>	<u>60525</u>
City	State	Zip Code
<u>708-588-6800</u>		
(Area Code) Phone Number		

INVITATION TO BID
AND
SPECIFICATIONS
FOR

2017/2018 Street Light Maintenance Contract

CITY OF ST. CHARLES
ILLINOIS
2017

SPECIFICATION # 170309A
OPENING DATE: March 9, 2017

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SPECIFICATION # 170309A

OPENING DATE: March 9, 2017

SECTION I

NOTICE TO BIDDERS

Sealed bids will be received by the City of St. Charles at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois 60174 no later than 1:30 p.m., Thursday, March 9, 2017, for the **2017/2018 Street Light Maintenance Contract**. All bids will be opened publicly and read aloud in the Council Chambers located at Two East Main Street, St. Charles, IL 60174, at 1:30 p.m. on Thursday, March 9, 2017.

The City of St. Charles is seeking a qualified contractor to maintain its street lights throughout the community. This contract work will be comprised of both maintenance and repair work for the City of St. Charles' street light system. The City currently maintains 3,241 street lights of varying heights, pole length, ballast and lamp types. Contract will entail a quarterly night-time inspection as well as the replacement/maintenance of lamps, ballasts and photocells. All other work that is required for the street lighting system will either be performed by the City's Electric Division or by the successful bidder on a Time & Materials basis. There will be a joint effort between the City and Contractor in coordination of work for parts of the street light system that need more than just lamps, ballasts or photocells.

Bidders are advised of the following requirements of this contract: 1) 100% Performance Bond; 2) IDOT Certification of Eligibility for Electrical; 3) 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>. 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 AJ Reineking, Public Works Manager, at 630-377-4405 or at areineking@stcharlesil.gov.

All sealed envelopes must be clearly marked for which proposal they pertain to.

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 of 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, within seven (7) days of the bid opening, 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.

MWS:cjb

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SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding for sixty (60) calendar days following the date of the bid opening.**
- B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.
- C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

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

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

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

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

REQUIRED X NOT REQUIRED _____

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

REQUIRED X NOT REQUIRED _____

2. **MATERIALS:**

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

3. **BID RESULTS:**

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

4. **ADDENDUM**

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

5. **BID DEPOSIT**

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

REQUIRED X NOT REQUIRED _____

6. **PERFORMANCE & PAYMENT BONDS**

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

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

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

REQUIRED _____ NOT REQUIRED X

7. **GENERAL GUARANTY**

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

8. **ASSIGNMENT**

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

9. **DEFAULT**

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

10. **INSURANCE**

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

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

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

REQUIRED X NOT REQUIRED _____

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

REQUIRED X NOT REQUIRED _____

11. **CERTIFICATE OF COMPLIANCE**

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

12. **HEALTH AND SAFETY ACT**

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

13. **PREVAILING WAGE RATE**

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

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

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

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

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

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

15. **RELEASE OF BID DEPOSITS**

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

16. **EQUAL OPPORTUNITY EMPLOYER**

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

17. **VETERANS PREFERENCE**

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

18. **CERTIFICATE OF NON-DISQUALIFICATION**

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

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**
 All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.
20. **SURVIVAL**
 The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.
21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**
 All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).
22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**
 All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).
23. **WAIVERS OF MECHANICS LIEN**
- A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The City reserves the right to designate which entries involved in the work must submit waivers.
 4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.
- A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of values.

REQUIRED X NOT REQUIRED _____

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____
_____ (bidder) 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 Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes.

Name of Bidder

By: _____

State of _____),

ss.

County of _____)

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

Notary Public

CERTIFICATE 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 _____
_____(bidder) shall comply with all local, state and federal safety standards.

Name of Bidder

By: _____

State of _____),
County of _____) ss.

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

Notary Public

CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____
_____(bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

Name of Bidder

By: _____

State of _____),

ss.

County of _____)

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

Notary Public



Illinois Department of Revenue
 Office of Local Government Services
 Sales Tax Exemption Section, 3-520
 101 W. Jefferson Street
 Springfield, IL 62702
 217 782-8881

January 2, 2015

CITY OF ST CHARLES
 DIRECTOR OF FINANCE
 TWO EAST MAIN ST
 ST CHARLES IL 60174

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

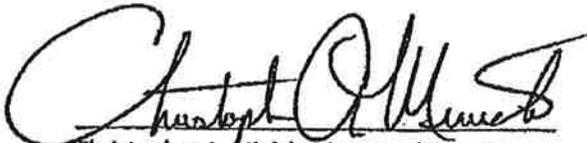
We have issued the following new tax exemption identification number:

E9996-0680-07
 to
 CITY OF ST CHARLES
 of
 ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
 Illinois Department of Revenue

Issued To: _____
 Company: _____
 Date Issued: _____
 Project: _____
 Dates Valid: _____


 Christopher A. Minick, Director of Finance



City of St. Charles Certificate of Insurance Requirements

Contractors 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) \$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. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella liability \$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 or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.

SPECIFICATIONS/SPECIAL PROVISIONS

Street Light Maintenance

DESCRIPTION

The City of St. Charles is seeking a qualified contractor to maintain its street lights throughout the community. This contract work will be comprised of both maintenance and repair work for the City of St. Charles' street light system. The City currently maintains 3,241 street lights of varying heights, pole length, ballast and lamp types. Contract will entail the troubleshooting and replacement/maintenance of lamps, ballasts and photocells. Additionally, the scope will include fixture replacement, directional boring to restore lights due to underground cable faults, and footer repairs related to knockdowns. The majority of the work is to be administered by unit costs; however, a loaded crew rate and material markup percentage will be part of this bid for work that falls outside of normal unit costs. There will be a joint effort between the City and Contractor with respect for the parts needed to facilitate the repairs. With the exception of the 1-1/4" HDPE pipe, material is intended to be provided by the City.

WORK SITE

The work site shall be the City of St. Charles corporate limits. Replacement and maintenance work locations will be communicated to the Contractor with a street address/intersection and quadrant.

CITY RESPONSIBILITIES

- A. The City will notify the Contractor via fax or email of lamp outages.
- B. Upon request, provide the Contractor with any pertinent information on the light and system from the City GIS asset management database.
- C. The City maintains inventory of the common street light parts and typically will provide the contractor with those items as required.
- D. The City will provide a point of contact in the Public Services and Electric Divisions for specific questions.

CONTRACTOR RESPONSIBILITIES

- A. Provide qualified personnel and adequate equipment to complete the work and meet the following response times:
 1. Replace defective lamps, ballasts, or photocells, as necessary, within five (5) working days of notification by the City.
 2. In emergency situations such as street light knock down or complete controller outage contractor shall respond within 2-hours from time of notification.
 3. Contractor shall notify the City within one working day if any of the following is observed:

- Unsafe pole condition (example: concrete pole rotted, pole leaning, wood pole rotted).
 - Damage caused by vandalism.
 - Any other maintenance items which may affect public safety.
 - Maintenance or repair work that is required to restore street light service which goes beyond unit costs within this bid.
 - 4. At the time of maintenance or repair work on a streetlight the contractor shall:
 - Clean glassware and reflectors.
 - Properly align standards, brackets, and luminaries.
 - 5. Contractor shall provide proper traffic control in accordance with standards established by the Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois Department of Transportation. Any full road or lane closures must be approved by the City prior to closing the road/lane, 24-hour advanced warning to the City is required in such cases.
 - 6. All contractor work activities shall be itemized on and invoice. An invoice shall be completed for each service call and must be attached to the monthly invoice. Routine streetlight outage repairs (lamps/ballasts/photocells) may be listed on a single invoice if they are grouped into their respective areas. All materials used must be listed individually for each repair.
- B. Provide the City with 24-hour emergency phone numbers.
- C. Utilize materials provided by the City by either direct pick, on an as-needed, or by mutual agreement with the City.
- D. Provide digital photographs of all third party-damage within 2 working days.
- E. Directional Boring Requirements:
1. There are no firm planned projects for directional boring. All work on this contract will be emergent based on cable failures.
 2. The work includes installation of poly pipe, 90° or 45° degree galvanized rigid metallic or fiberglass bends at various locations.
 3. Rough backfill of any hand or machine dug pits.
 4. Proper pipe depth shall be a minimum 30” below grade and a maximum 42” below grade. Installations requiring a depth greater than 42” must receive permission from St. Charles Electric Utility Personnel before installation. Any pipe installed at greater than 42” of depth, without prior approval from St. Charles Electric Utility Personnel, shall be re-bored at the Contractor’s expense. In such case, Contractor will also bear any and all costs incurred by the City to relocate into the new pipe.
 5. The quotations shall be on a unit cost basis as per the below units. The standard installation will include two pits, either hand dug or machine dug depending on

- location, directional bore of polypipe between the two pits, and installation of metallic, fiberglass, or PVC elbows as may be required.
6. After polypipe is installed, all pits should be backfilled in a timely fashion (three days maximum) unless special circumstances exist. Contractor is responsible for jobsite safety of any pits left open.
 7. With regard to landscape restoration, the bidder may choose not to provide unit costs that include landscape restoration. For contract administration reasons, the City would prefer to manage less contractors and contracts; however, if a bidder does not wish to offer landscaping services (or does not have landscaping services), they need not bid on those units and can disregard content below related to landscape restoration services. The City reserves the right to not use the unit costs that include landscaping if such is deemed in the best interest of the City. The City may incorporate the administrative savings related to performing all of this work with one contractor when analyzing bid responses.
 8. Contractor is responsible for contacting J.U.L.I.E. and the unit pricing provided shall include the excavation requirements of exposing existing utilities. Potholes, necessary to locate other utilities, are not to be compensated as Splice Pits, but shall be part of the "per foot" unit cost to directional bore. It is expected that potholes be excavated with as minimal disturbance as possible. Where the pothole is in a grassy area, the pothole should be restored immediately using the material taken out of the hole, and such should be included in the standard cost per foot of boring. Potholes outside of grassy areas, where special landscape restoration is required, will fall under the complex restoration process outlined below.
 9. Contractor is responsible for communication with land owners regarding work adjacent to their property. A door hanger card, placed at least 72 hours prior to work, is required. The City will provide a template door hanger notice on City letterhead that the Contractor can reprint. The letter should include a main contact from the Contractor to handle questions/concerns/complaints.
 10. Any work in energized equipment is to be done by a qualified person meeting the requirements as stated per OSHA 1910.269, while City of St. Charles personnel are on site.
 11. Contractor must have an IDOT Certification of Eligibility and meet The City of St. Charles Insurance Requirements as well as IDOT and KDOT requirements. A copy of certification must be included with the bid response. Consistent with Illinois Law, Certified Payroll is also required. Invoices will not be paid by the City prior to receipt of Certified Payroll reports from the Contractor.
 12. The Contractor is responsible for removing and hauling the spoils from their excavations within two days of completion of their work. The spoils shall be hauled to a City facility under City supervision. Upon dumping, the contractor must provide the City with the date, address, the quantity of material dumped, and the name of the driver. No foreign spoils that are not created by work within City limits will be permitted to be dumped at the City site. Contractor will be responsible for returning to the City facility to clean up any garbage their crew added to the spoils (coffee cups/food wrappers). Any unauthorized material dumping at the City site will be grounds for immediate termination of the contract, and potentially legal action.

13. We require the Contractor to take digital photos of the pre-existing conditions, prior to excavation, part of their normal process. Such becomes invaluable for cases of hitting of mis-marked utilities and landscape restoration complaints. Contractor shall provide access to all pictures related to City work upon request. In the absence of pre-existing conditions photos, Contractor will be responsible for satisfying customer complaints at Contractor expense.
14. If Contractor is to provide landscaping restoration then it will be commenced upon completion of the work. Any landscape restoration must be completed within 15 days after notification by the City, weather permitting. Landscape restoration is one of the most sensitive customer contact points related to this work. Landscape restoration shall be warranted for one year and any warranty requests handled with the property owner in a timely and professional fashion. For the unit cost bid prices with restoration, assume simple grass areas. In simple grass areas, landscape restoration shall include proper tamping to avoid settling, at least six inches of clean black dirt with seed, and blanket. Restoration with sod is not normally required and would be billed using the complex restoration process.
15. For complex restoration issues, defined as anything other than grass, such must be photographed in detail prior to excavation, and an estimate to restore shall be provided to the City. This includes any perennials, bushes, landscape timbers, stepping stones or pavers, fences, or mulch areas. A separate purchase order, PO, will be issued for these complex restoration projects and the City will pay the standard unit cost without the restoration for the civil work, and may reimburse the Contractor on a separate PO for the landscape restoration. The Contractor must put the correct PO on every invoice in order to get paid. The City may obtain competitive quotations for the restoration, so the restoration work is not guaranteed to the Contractor.
16. Any excessive or additional damage, as evaluated by the City inspector, will be the responsibility of the Contractor to restore at Contractor expense. For example if a truck is pulled off the road onto the parkway in unfavorable conditions causing severe tire ruts, such will be a Contractor responsibility to restore at Contractor expense.
17. Satisfying the residents on landscape restoration work is critical to Contractor success. Failure to adequately resolve restoration issues can result in termination of the entire contract.
18. Notice: The City of St. Charles does not locate or provide any information regarding private Electric, Sanitary Sewer, Storm Sewer (Sump lines), Water or Sprinkler systems, and dog fences. Sewer lines are private from the main near the road all the way to the home or business. Contractor is responsible for any and all damage to private facilities and should coordinate with land owners and tenants where work is being done to understand and protect, to the extent possible, any private facilities that will not be located by JULIE. Contractor shall respond within two hours to any private damage claim and fully resolve the situation. The City shall be involved if there is a need to inspect a repair prior to backfill. Failure to adequately handle any damage claim is grounds for immediate termination of the contract. The use of acoustic equipment by the Contractor in storm and sanitary sewers for detecting sewer hits is preferred.

19. Contractor shall provide a basic drawing with basic dimensions showing the required directional boring work prior to proceeding. The City shall approve or modify the design as required. The Contractor shall mark up the drawing as the boring is done and keep notes on the approximate location of the new pipe with respect to the existing electric line and provide City with such as an as-built and to reconcile Contractor invoices.
20. The City reserves the right to use whatever unit costs are deemed most advantageous, and reserves the right to split the work between multiple Contractors.

PREVAILING WAGE RATE

Not less than the current prevailing wages for Kane County and as required by the State of Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers, and mechanics performing work for the duration of this contract. The contractor must provide corresponding Certified Payroll certificates with every pay request.

INSTRUCTIONS TO CONTRACTORS

The contractor shall accept instructions, either verbal or written only from authorized personnel of the City of St. Charles Public Services or Electrical Divisions.

WORKING HOURS

With the exception of routine inspections and emergency situations, the contractor shall restrict their normal working operations between the hours of 7:00 a.m. and 5:00 p.m.

TERM

This contract shall be for one-year beginning May 1, 2017, and extending through April 30, 2018. The City is requesting prices for two additional one (1) year extensions to the contract, the first spanning from May 1, 2018, to April 30, 2019, and the second spanning from May 1, 2019, to April 30, 2020. The optional extensions shall be exercised at the sole discretion of the City; however, the City accepts that the Contractor may reject future extensions due to unforeseen conditions.

The City may cancel the contract at any time upon written notification to the Contractor of its intent to do so. The contractor shall have 30 days to submit invoices to the City for work completed to the time of notification.

BASIS OF AWARD

The basis of award will be made on the unit cost bid pricing with time and material rates quoted for repairs outside of typical normal situations. The majority of the work is intended to be using the unit cost rates. The estimated annual quantities listed on the price sheets are estimates only and shall in no way be perceived as a guaranteed minimum.

With respect to the requested rates for labor and equipment on a time and materials basis, these T&M rates will not be factored as a basis of award.

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

Bids Due: Thursday, March 9, 2017, at 1:30 p.m.

Responder Information

Company Name: _____ **Telephone:** _____
Address: _____ **Fax:** _____
City, State, Zip: _____ **Email:** _____
Contact Person: _____

Proposal Price: STREET LIGHT INSPECTION & MAINTENANCE

**The pricing submitted for the below shall include all preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

	Unit Price	Estimated Annual Quantity	Extended Price
Inspection to Determine Problem	\$	600	\$
Bulb Replacement City Supplied Materials	\$	570	\$
Ballast Replacement City Supplied Materials	\$	10	\$
Photo Cell Replacement	\$	400	\$
Fixture replacement with City Supplied Materials	\$	25	\$
Hand Dig Pit (each)	\$	4	\$
Hand Dig Pit with Landscape Restoration (each)		4	
Machine Dig Pit (each)		8	
Machine Dig Pit with Landscape Restoration (each)		8	

Bore 1-1/4" HDPE pipe, pull and terminate wire (per foot)		1700	
Installation of 1-1/4" 90 degree or 45 degree elbow (each)		12	
Unsuitable backfill spoil removal (cu.yd)		12	
Concrete Footer Repair (each)		3	
TOTAL			\$

Increase for Year 2 Optional Extension (May 1, 2018 – April 30, 2019): _____ %

Increase for Year 3 Optional Extension (May 1, 2019 – April 30, 2020): _____ %

Attach a list of Hourly Rates for Labor and Equipment

Materials Markup Percent: _____ %

Directional Boring Unit Pricing Details:

Hand dig pit for installation of elbows or connections of pipe at the streetlight location. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Machine dig pit for installation of elbows into equipment and for directional bore setup – this shall include some hand dig work for actual undermining of the equipment for the elbow installation. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Directional bore a 1-1/4" polypipe and install City provided wire. City will provide streetlight wire, typically either #6 or #10. This price shall include the material cost of the pipe, the cost of pulling string, and the cost to connect the wire at both ends using City material for the connections.

Install 1-1/4" 90° degree or 45 degree PVC, galvanized, or fiberglass elbow. Elbow should be coupled to the polypipe. This price shall include the labor cost of installation of the elbow and coupling the elbow to the polypipe. The elbow shall be provided by St. Charles. The coupling is to be provided by contractor and the material cost of the coupling included within the unit price below.

Remove and dispose of unsuitable backfill, such as rocks, tree stumps, etc., when directed by St. Charles Electric Utility personnel. Price shall include all labor, taxes and handling. Use of this unit requires prior approval by St. Charles Electric Utility personnel. If Contractor does not have prior approval, expense shall be on the contractor.

Concrete footer repair shall include jackhammering out the top 12" of a footer, replacing J bolts to meet the required bolt pattern, reframing, and repouring concrete. This unit cost shall include the J bolts by the Contractor. Contractor shall assume this work is to be done on a State or County ROW and build proper traffic protection and control into the unit cost. Contractor and City can agree to use T&M rates such is in the City's best interest.

Labor Rates for streetlight repair crew should be provided for straight time, normal work. In the area below, or in an attached document, provide the details for overtime rates:

List any and all deviations from minimum specifications:

_____ 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.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative Title

Company Name

Street Address

City State Zip Code

(Area Code) Phone Number