

PROJECT MANUAL

**CITY OF ELGIN
ELGIN, ILLINOIS**

**BID PACKAGE
FOR**

**Design/Build Salt Storage
Barn for Bowes Road**

**OWNER
CITY OF ELGIN
150 DEXTER COURT
ELGIN, IL. 60120**

INVITATION TO BID # 08-094
BID OPENING DATE AND TIME:
November 7, 2008 AT 11:00 AM

Design/Build Salt Storage Barn for Bowes Road

TABLE OF CONTENTS

Advertisement for bids

Notice to Bidders

Instructions to bidders

Bid form

Insurance Requirements

Bidders' Employee Utilization Form

Equal Employment Written Commitment Guideline

Sexual Harassment Policies and Programs

Tax/Collusion/Debarment Affidavit

Prevailing Wage Resolution

Contract Agreement

Specifications

CITY OF ELGIN

ADVERTISEMENT FOR BIDS

Bid # 08-094

The City of Elgin, Illinois, does hereby invite sealed bids for the design and construction of a prefabricated salt storage barn style building on Bowes Road.

Sealed bids will be received by the office of the Elgin Purchasing Department, 150 Dexter Court, Elgin, Illinois 60120-5555, until 11:00 a.m., local time on November 7, 2008, at which time they will be publicly opened and read aloud.

Those desiring to bid may obtain copies of the bid documents, including specifications and bid forms at the Elgin Purchasing Department, 150 Dexter Court, Elgin, Illinois 60120-5555, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Bids are to be submitted in duplicate on the forms furnished with the bid documents, properly executed in accordance with the directions contained in the Information to Bidders.

The bid will be accompanied by a bid bond with surety satisfactory to the City, a certified check, Cashiers check, or bank money order on a solvent bank in the amount of not less than ten percent (10%) of the total amount of the bid; the bond, check or bank money order will be made payable to the City of Elgin, Illinois.

The successful bidder will be required to furnish a Performance and Payment Bond equal to one hundred percent (100%) of the total contract price in accordance with the provisions stated in the Information for Bidders.

The successful bidder also must comply with all of the provisions of the Prevailing Wage Act of the State of Illinois.

The bidder will submit, if requested by the City of Elgin, a list of qualified references for projects of similar size and scope of this project. Proposals withdrawn may not be resubmitted at the same letting.

Each bidder will satisfy the City of Elgin as to their ability, financially or otherwise, to carry out the work.

The right is reserved to reject any or all bids or to waive technicalities and any informality in any bid.

For further information, contact John Loete, Public Works Director at (847) 931-6001.

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Elgin, Illinois until 11:00 A.M. Local Time, November 7, 2008 for the for the design and construction of a prefabricated salt storage barn Style building on Bowes Road. At that time, the bids will be publicly opened and read at the Purchasing Department in the City Hall located at 150 Dexter Court, Elgin, Illinois 60120-5555.

All proposals must be accompanied by a Bid Bond, Certified or Cashiers Check or a Bank Draft in an amount not less than 10 percent of the bid, payable without condition to the City of Elgin, Illinois, which sum shall be forfeited in case the successful bidder fails to enter into a binding contract and provide a properly executed contract surety bond within 20 days after the date the contract is awarded by the city council.

The successful bidder shall be required to furnish a satisfactory contract bond to the City of Elgin by a surety company authorized to do business in the state of Illinois covering the full amount of the contract.

The bidder shall submit, upon request by the City of Elgin, a list of qualified references for projects of similar size and scope of this project. Proposals withdrawn may not be resubmitted at the same letting.

Each bidder shall satisfy the City of Elgin as to their ability, financially, to carry out the work. The right is reserved to reject any and all bids or to waive technicalities and any informality in any bid.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Revised Statutes, 820 ILCS 130/0.01 et. Seq. A copy of the prevailing wage rate is posted in the City of Elgin Purchasing Office.

Copies of the bidding document and specification may be obtained from the Purchasing Department located at 150 Dexter Court, Elgin, Illinois 60120.

Questions concerning the bid package should be directed to John Loete, Public Works Director at (847)931-6001.

Daina Denye
Assistant Purchasing Director
City of Elgin

INSTRUCTIONS TO BIDDERS

Proposals to be entitled to consideration must be made in accordance with the following instructions.

1. The City of Elgin reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any informality in any bid, deemed to be in the best interest of the City of Elgin.
2. No bid may be withdrawn after the scheduled bid closing for a period of at least 45 days.
3. Bids must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature.
4. The equipment and materials bid must be new, of the current model, and meet the specifications of the bid. Surplus, remanufactured, and used products will not be accepted.
5. All equipment, material, and work practices must be in accordance with OSHA rules and regulations in effect at the time of the bid.
6. The bid price is to be FOB Elgin, IL., with delivery to the City of Elgin's point of use.
7. The City and State of Illinois sales tax and the Federal Excise taxes are not applicable to sales made to the City of Elgin and must be excluded from bid prices.
8. When unit prices are given on each item separately and there is a conflict in the total bid price, the unit price shall govern.
9. Bidders must specify any terms they wish to offer in the space provided or on a separate sheet attached to the bid form and noted on the bid form. Cash discounts may be deducted from the base bid in determining the overall low bidder.
10. In the case of default by the bidder, the City of Elgin may procure the articles or services from other sources and may deduct from the unpaid balance due the bidder, or may collect against the bond or surety for excess costs so paid.
11. The bidder will hold the City of Elgin, its officers, agents and employees, harmless from liability of any nature or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this bid.
12. The Successful bidder is specifically denied the right of using in any form or medium the name of the City of Elgin for public advertising unless express written permission is granted by the City of Elgin.

13. The successful bidder agrees to comply with all rules and regulations pertaining to public contracts adopted by the Illinois Fair Employment Practices Commission and the City of Elgin.

14. Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the payment of local prevailing wage rates.

15. **LOCAL PURCHASING PREFERENCE:** Bids from responsible and responsive local businesses that do not exceed the lowest bid price from a responsive and responsible non-local business by more than two percent (2%) but no more than \$500 for contracts of \$25,000 or less, or by more than one percent (1%) but no more than \$2,500 for contracts in excess of \$25,000 shall be awarded to the local businesses. A local business is a business authorized to do business under the laws of the City Of Elgin, a business with its principal place of business located within the corporate limits of the City Of Elgin, which has the majority of its regular, full time workforce located within the City Of Elgin and is subject to City Of Elgin taxes, including but not limited to sales taxes.

16. Two copies of the bid forms should be delivered in an opaque envelope plainly marked, **“SEALED BID”**, with a **DESCRIPTION OF BID**, the **BID NUMBER**, and the **TIME AND DATE** of the bid opening on the outside of the envelope. All bids must be received before the time and date stated in the bid documents, any bid received after the closing time will not be considered for award.

17. Your completed bid must contain:

- Bid form (2 copies)

- Bid Bond

- A signed Tax/Collusion/Debarment Affidavit

- A signed agreement If awarded a contract, a fully executed copy will be sent to you.

- A completed Bidder’s Employee Utilization Form (if you employ 5 or more persons)

- A signed sexual Harassment Form

- Any other material required by the specification.

BID FORM

BID TO: Daina Denye, Assistant Purchasing Director
City of Elgin Purchasing Department
150 Dexter Court
Elgin, IL. 60120-5555

PROJECT: Bid # 08-094
Pre-fabricated Salt Storage Barn
150 Dexter Court
Elgin, IL. 60120-5555

BID FORM: _____
(Bidder's Name)

(Bidder's Address)

(Telephone No.)

(Fax No.)

(Contact Name)

1. GENERAL

The undersigned, having carefully examined the Contract Documents, all data made available, and having visited the site of the work and having become fully informed as to all existing conditions and limitations, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the work to be performed, hereby propose to perform everything required to be performed, and to provide all the labor, materials, necessary tools and equipment, expendable equipment, all applicable taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the entire work in conjunction with the replacement of the emergency generators at two City of Elgin lift stations located at Red Barn Rd. and South St., Elgin, IL., in accordance with the contract documents, including addenda nos. _____, issued thereto as follows:

2. BASE BID

The bidder agrees to perform all work as set forth in the bidding documents to provide all labor and materials to complete the project as specified, for the sum of:

_____ Dollars (\$_____)

3. REQUESTED ALTERNATES

Roll-up Steel Garage Door (20' wide
by 30' tall) with electric opener plus
man door with lock

\$_____

Lean-to Structure (25'x84')

\$_____

4. VOLUNTARY ALTERNATES

The undersigned hereby proposes to execute all work required, provide all labor, materials, necessary tools, expendable equipment, all applicable taxes and fees, bond fee as required, and to provide all utility and transportation services necessary to perform and complete, in a workmanlike manner, the following voluntary alternatives:

For providing _____

in lieu of _____

add/deduct _____
_____ (\$_____)

This voluntary alternative is offered because

Attached are additional voluntary
alternatives: _____

6. REJECTION AND WITHDRAWAL OF BID

In submitting this bid, it is understood that the right is reserved by the City of Elgin to reject any and all bids and to waive any informalities in bidding. It is agreed that this bid may not be withdrawn for a period of forty five (45) days from the opening thereof.

7. TIME OF COMPLETION

If awarded the contract, the undersigned agrees to complete same by _____ (date)
or no later than the dates noted in the specification below.

Firm Name: _____ **Date:** _____

Official Address _____

By: _____

Where Bidder is a Corporation, Add:

Attest _____
Secretary (Seal)

INSURANCE REQUIREMENTS

Each policy must list the City as an additional insured. The Contractor and all Subcontractors waive subrogation rights against the City for all losses. Such insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Elgin. There shall be no endorsement or modification of such insurance to make it excess over other available insurance, and alternatively, if the insurance states that it is excess or pro rata, it shall be endorsed to be primary with respect to the City of Elgin.

The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premise and Operations (including X-C-U), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

Commercial Liability		
General Aggregate		\$2 Million
Products Completed Operations Aggregate		\$1 Million
Personal Injury and Advertising Limit		\$1 Million
Each Occurrence		\$1 Million
Automotive-for all owned, non-owned, hired and leased vehicles		
Combined single limit		\$1 Million
or		
Bodily injury- each person		\$500,000
each accident		\$1 Million
Property damage-each occurrence		\$1 Million
Umbrella		
Combined single limit		\$2 Million
General aggregate		\$2 Million
Worker's Compensation		
	Statutory	\$1 Million
	Employer's Liability	\$100,000
Builder's Risk		<u>\$ contract amount</u>

The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City as an additional insured. Evidence of such excess liability shall be delivered to the City in the same form and manner as the required insurance policies.

The City reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

All insurance shall be written on an occurrence basis, unless the City approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of Insurance acceptable to the City and confirming the insurance coverage required herein are attached to the Contract. The City shall have no obligation to execute the Contract and may award the Contract to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the City within five (5) business days after presentation of the Contract to the Contractor for execution.

The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending limits of coverage.

This report is required by the City of Elgin and must be submitted before the contract can be awarded.

Signature of Company Official	Title	Telephone Number	Date Signed	Page ____ of ____
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- 13

according to the guideline provided in the attached document, a written commitment to provide equal employment opportunity.

NOTE: In the event that a contractor or vendor, etc., fails to comply with the fair employment and affirmative action provisions of the City of Elgin, the City amongst other actions may cancel, terminate, or suspend the contract in whole or in part.



City of Elgin, Illinois Certification Requirements

Please submit all required forms and documentation, fully completed and signed, with your proposal. **No proposal will be accepted without this information.**

1. To assure compliance with the City of Elgin's Affirmative Action Ordinance, all contractors and vendors. Herein referred to as "bidders", are requested to submit the following information:
 1. Workforce analysis using the enclosed Bidder's Employee Utilization Form.
 2. Provide the information required by Item #3 on the Employee Utilization Form if the answer to Question # 2 on the form is "Yes".
 3. Provide a written commitment outlining the steps that the bidder plans to take in the area of recruitment and promotion of minorities and females to assure equal employment opportunity. (A copy of the bidder's affirmative action plan may be submitted in lieu of this requirement.)
2. To assure compliance with the City of Elgin's Sexual Harassment Ordinance, all bidders must submit a signed sexual harassment form enclosed with the Invitation to Bid.
3. The undersigned certifies that the offerer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting the tax.
4. The undersigned certifies that the offerer is not barred from offering on this solicitation as a result of a conviction for the violation of State law prohibiting bid-rigging or bid-rotating.
5. The successful bidder agrees that upon acceptance by the City of Elgin, the executed Invitation to Bid along with all instructions, conditions, and specifications attached thereto constitute a binding contract which may be enforced by the city.

Signature / Title
Company Name
Address

Phone Number
FEIN No.



City of Elgin, Illinois

Equal Employment Written Commitment Guideline

The written commitment required in Item #4 of the Bidder's Employee Utilization Form shall:

1. Set out the name and phone number of the bidder's Equal Employment Officer.
2. Clearly identify the bidder's recruitment area and the percentage of minorities and females in the area's population and labor force.
3. Set out what the bidder has done and has set as a goal to ensure the recruitment of minority and female employees.
4. Set out the bidder's specific goals to recruit minorities and females for training programs or other similar opportunities available through the bidder's organization.
5. Indicate bidder's consent to submit to the City of Elgin, upon request, statistical data concerning its employee composition and recruitment efforts anytime during the term of the contract.
6. Show bidder's consent to distribute copies of the written commitment to all persons who participate in recruitment, screening, referral, and selection and hiring of job applicants for the bidder.
7. Clearly show that the bidder shall require all subcontractors, if any, to submit a written commitment complying with the above requirements of their affirmative action plan to the City of Elgin.
8. Clearly state the bidder agrees that:
"Bidder (company name) shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, national origin, age, place of birth, ancestry, martial status, or disability (physical or mental) which will not interfere with the performance of the job in question."

Description of Groups for Classification Purposes

White: all persons having origins in Europe, North America, or the Middle East

Black: all persons having origins in any of the Black racial groups of Africa

Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central South American, or other Spanish culture or origin, regardless of race

Asian American: all persons having origins in the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands

American Indian: all persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition



City of Elgin, Illinois

Sexual Harassment - - Policies and Programs

Effective July 1, 1993, every party to any contract with the City of Elgin and every eligible bidder is required to have written sexual harassment policies that include, at a minimum, the following information:

- the illegality of sexual harassment
- the definition of sexual harassment under state law
- a description of sexual harassment, utilizing examples
- a vendor's internal complaint process including penalties
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission
- directions on how to contract the department and commission
- protection against retaliation as provided by Section 6-101 of the Human Rights Act

I hereby affirm that the organization which I represent has in place sexual harassment policies which include the required information set fourth above, and I hereby agree to furnish the City of Elgin - Human Resources Department with a copy of these policies if they so request.

Signature/Title _____
Company _____
Date _____

Sexual harassment is defined as follows:

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of Elgin - Human Resources Department at (847) 931-5618.

I hereby agree to fully indemnify and hold the City of Elgin harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of this contract.

Signature/Title _____
Company _____

Date

**CITY OF ELGIN, ILLINOIS
TAX/COLLUSION/DEBARMENT/PREVAILING WAGE/LEGAL STATUS OF EMPLOYEES
AFFIDAVIT**

State of _____ ss.

County of _____

_____, being first duly sworn, hereby deposes and states:

(1) That s/he is the _____ of the party making the foregoing bid.

(2) That the bidder is not barred from contracting with any unit of local government for any reason, including but not limited to debarment as a result of a violation of 720 Illinois Compiled Statutes, Section 5/33E-3 or 5/33E-4, as amended.

(3) That no collusion or agreement among other bidders or prospective bidders to bid a fixed price or otherwise restrain competition by agreement has taken place.

(4) That the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting any such tax.

(5) That the bidder hereby certifies: [check all that apply]

- _____ bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)
- _____ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto.
- _____ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto.
- _____ for each such notice received by bidder, the matter has been resolved as follows:

(6) That the bidder hereby certifies that it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

(7) That the bidder hereby certifies, represents and warrants that all of bidder's employees and/or agents who will be providing products and/or services with respect to the subject bid and contract are and shall be legal residents of the United States, are and shall be legally authorized to perform any such applicable work and/or services.

(8) As a condition of this agreement, _____ shall have in place a written substance abuse prevention program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Project Act at 820 ILCS 265/1, *et seq.*, as amended. A copy of such policy shall be provided to the City's Purchasing Director prior to the entry into and execution of this agreement.

Signature of Bidder, if an individual:

Signature of Bidder, if a partnership:

Partner (indicate General or Limited)

Signature of Bidder, if a corporation:

President

Secretary

Signature of Bidder, if a limited liability company:

Member or Manager

Subscribed and sworn to
before me this ____ day of
_____, 20____
My commission expires:

RESOLUTION

21

Resolution No. 08-159

ESTABLISHING PREVAILING WAGE RATES ON PUBLIC WORKS CONTRACTS

WHEREAS, 820 ILCS 130/0.01 et seq. entitled "AN ACT regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works." requires that any public body awarding any contract for public work, or otherwise undertaking any public works as defined herein, shall ascertain the general prevailing hourly rate of wages for employees engaged in such work; and

WHEREAS, said Act further provides that if the public body desires that the Department of Labor ascertain the prevailing rate of wages, it shall notify the Department of Labor to ascertain the general prevailing wage rate; and

WHEREAS, at the request of the City of Elgin the Department of Labor has determined the prevailing rate of wages for construction work in Cook and Kane Counties in the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that the determination of the prevailing wages as made by the Department of Labor, copies of which are attached hereto and made a part hereof by reference, are adopted by the City of Elgin.

BE IT FURTHER RESOLVED that all contracts for public work of the City of Elgin shall include a stipulation to the effect that not less than the prevailing rate of wages as found by the Department of Labor shall be paid to all laborers, workers and mechanics performing work under the contract.

BE IT FURTHER RESOLVED that all contract bonds for public works shall include a provision to guarantee the faithful performance of the prevailing wage clause as provided by contract.

BE IT FURTHER RESOLVED that a copy of the prevailing wage rate as established by the Department of Labor shall be publicly posted and kept available for inspection by any interested party.

BE IT FURTHER RESOLVED that nothing herein contained shall be construed to apply to the prevailing hourly rate of wages in the locality for employment other than public works construction as defined in the Act, and that the City Clerk be and is hereby authorized to file a certified copy of this resolution with the Secretary of State Index Division and the Department of Labor of the State of Illinois.

s/ Ed Schock
Ed Schock, Mayor

Presented: June 25, 2008
Adopted: June 25, 2008
Omnibus Vote: Yeas: 7 Nays: 0
Attest:

s/ Diane Robertson
Diane Robertson, City Clerk

AGREEMENT

THIS AGREEMENT is dated this _____ day of _____, 20____ by and between the City of Elgin, an Illinois Municipal Corporation (herein called "City") and _____ (herein called "Contractor"), a _____ with a principal place of business at _____.

WHEREAS, on October 28 2008 the City released an Invitation for Bids entitled Design Build Salt Storage Building; and

WHEREAS, Contractor submitted a timely bid on November 7, 2008; and

WHEREAS, the City Council has deemed Contractor to be the lowest price responsive and responsible bidder for Design Build Salt Storage Building; hereinafter referred to as "Work;"

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the sufficiency of which is hereby acknowledges, the parties hereto hereby agree as follows:

Article 1. Work.

Contractor shall complete the Work as specified in the Contract Documents .

The Work is generally described as follows:

Design and construction of a prefabricated salt storage barn style building on Bowes Road.

Article 2. ENGINEER.

The Work has been designed by City staff ("Engineer"). Engineer shall act as City's representative and shall assume and provide such duties and obligations to the extent provided in the Contract Documents.

Article 3. Work COMPLETION, LIQUIDATED DAMAGES, DELAYS AND DAMAGES.

3.1. Work Completion. The Work shall be completed as provided in the Contract Documents. [Project shall be substantially complete by June 1, 2009. Project final completion shall be by July 1, 2009] In the event of any conflict between these dates and dates elsewhere in the Contract Documents, these dates shall prevail. Time is of the essence of this Agreement.

3.2. Liquidated Damages. City and Contractor agree that as reasonable liquidated damages for delay (but not as a penalty) Contractor shall pay City \$300.00 for each day beyond the time specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the times specified in the Contract Documents (hereinafter referred to as "Contract Times") or any proper extension thereof granted by City, Contractor shall pay City \$400.00 for each day beyond the time for Final Completion. Contractor agrees and acknowledges that such liquidated damages constitute a reasonable estimate of City's actual damages. Such liquidated damages shall constitute City's sole recourse for and shall constitute full satisfaction of City's actual damages resulting from Contractor's delay. Contractor further acknowledges and agrees that in the event any provisions in any of the Contract Documents conflict with the provisions of this paragraph or otherwise provide for damages resulting from Contractor's delay, the provisions of this paragraph shall control, and such conflicting provisions and any Contract Documents shall not constitute, and shall not be construed as, a basis by which to render the

provisions of this paragraph unenforceable.

3.3. Delays and Damages. In the event Contractor is delayed in the prosecution and completion of the Work or achievement of any Contract Times because of any delays caused by City or Engineer, Contractor shall have no claim against City or Engineer for damages or contract adjustment other than an extension of the Contract Times as provided herein and the waiving of liquidated damages during the period occasioned by the delay.

Article 4. CONTRACT PRICE.

City shall pay Contractor \$_____ as indicated in the Contractor's Bid for completion of the Work in accordance with the Contract Documents.

Article 5. PAYMENTS.

5.1. Payments. City shall make payments on the basis of Contractor's Applications for Payment as recommended by Engineer, in conformance with the City of Elgin's accounts payable schedule. All payments shall be based on the progress of the Work measured by the schedules provided in the Contract Documents. Notwithstanding anything to the contrary in any Contract Documents, City shall be entitled to withhold any payments pending the submission of partial or full waivers of lien and/or certifications verifying the receipt of payment for all work performed by all subcontractors up to the date of Contractor's application for partial or final payment in City's sole discretion. City shall further be entitled to make such payments directly to any subcontractors as may be necessary to obtain such lien waivers and/or certifications. In the event City makes any such payments directly to any subcontractors, the amount of such payments shall be deducted from the total amount due to Contractor pursuant to this agreement; and Contractor shall provide a written release to City in the amount of any such payments upon ten (10) days written demand. Concurrent with all applications for payment, Contractor shall provide City with a sworn certification of all work performed by all subcontractors and amounts paid to all subcontractors as of the date of application.

5.2. Retainage. City may withhold, from all payments prior to Substantial Completion, an amount equal to up to ten percent (10%) of work completed, at City's sole discretion.

Upon Substantial Completion, City may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed, at City's sole discretion.

The time for payment of any retainage from City to Contractor shall be at City's sole discretion. Such payment shall not be unreasonably withheld.

5.3. Final Payment. The City shall not be required to make final payment prior to completion and acceptance of the Work by the City.

Article 6. CONTRACT DOCUMENTS.

There are no Contract Documents other than those listed below. The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of the following:

- a. This Agreement.
- b. Certificates of Insurance.
- c. Bonds.
- d. Notice of Award.

- e. Notice to Proceed.
- f. General Conditions.
- g. Supplementary Conditions.
- h. Specifications.
- i. Drawings consisting of _____ sheets, with each sheet bearing one of the following general titles:
[insert titles of drawings]

Sheet titles are listed on the cover sheet of each drawing set.
- j. Any Addenda.
- k. Contractor's Bid.
- l. City Forms.
- m. Any subsequent Written Amendments to any documents listed above and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

This Agreement and the Contract Documents listed above comprise the sole and exclusive Agreement between the parties hereto. There are no other agreements between the parties hereto either oral or written, and neither this Agreement nor any Contract Documents shall be modified or amended without the written consent of the authorized representatives of the parties hereto.

Article 7. MISCELLANEOUS.

- a. Terms used in this Agreement shall have the meanings indicated in the General Conditions.
- b. No assignment or delegation by a party hereto of any rights under, obligations or interests in the Contract Documents shall be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c. City and Contractor each binds itself, its partners, successors, employees, assigns, and agents to the other party hereto, its partners, successors, employees, assigns, and agents in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- d. The business address of Contractor is hereby designated as the place to which all notices, letters, and other communication to Contractor shall be mailed or delivered. The address of City is hereby designated as the place to which all notices, letters, and other communication to City shall be mailed or delivered. Such notices, letters and other communications shall be directed to the City's General Services Manager. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.
- e. The terms and provisions of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement shall be deemed to be void or otherwise unenforceable for any

reason, the remainder of this Agreement shall remain in full force and effect.

- f. This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes and the enforcement of any rights arising out of or in connection with the Agreement shall be in the Circuit Court of Kane County, Illinois.
- g. This Agreement shall not be construed so as to create a partnership, joint venture, employment or agency relationship between the parties hereto except as may be specifically provided for herein.
- h. In the event of any conflict between any of the terms or provisions of this Agreement and any other Contract Documents, the terms and provisions of this Agreement shall control.
- i. Indemnification. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless the City, the Engineer, Engineer's consultants and the officers, employees, boards and commissions of each and any of them from and against any and all claims, suits, judgments, costs, attorneys' fees, damages or any and all other relief or liability arising out of or resulting from or through, or alleged to arise out of, any acts or negligent acts or omissions of Contractor or Contractor's officers, employees, agents or subcontractors in the performance of this agreement, or arising out of or in connection with litigation based on any mechanic's lien or other claims, suits, judgments and/or demands for damages by subcontractors. In the event of any action against the City, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of City's choosing. In the event and to the extent that any legal work is performed by City's in-house legal counsel pursuant to the provisions of this section, City shall be reimbursed by Contractor for such legal work at the rate of \$200 per hour, which rate Contractor hereby agrees and acknowledges to be a reasonable rate for such in-house attorneys' fees. The provisions of this paragraph shall survive any expiration and/or termination of this agreement.
- j. Compliance with Laws. Notwithstanding any other provision of this CONTRACT it is expressly agreed and understood that in connection with the performance of this CONTRACT that the CONTRACTOR shall comply with all applicable Federal, State, City and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, CONTRACTOR hereby certifies, represents and warrants to the CITY that all CONTRACTOR'S employees and/or agents who will be providing products and/or services with respect to this CONTRACT shall be legal residents of the United States. CONTRACTOR shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this CONTRACT. The CITY shall have the right to audit any records in the possession or control of the CONTRACTOR to determine CONTRACTOR'S compliance with the provisions of this section. In the event the CITY proceeds with such an audit the CONTRACTOR shall make available to the CITY the CONTRACTOR'S relevant records at no cost to the CITY.

IN WITNESS WHEREOF, City and Contractor have signed this Agreement. One counterpart each has been delivered to City, Contractor, Surety, and Engineer.

This Agreement shall be effective on _____.

CITY:

By: _____

Title: _____

Address for giving notices

CONTRACTOR:

By: _____

Title: _____

Address for giving notices

FEIN #

SPECIFICATION

1. NOTES TO BIDDERS

Any deviations from the attached detailed specifications must be clearly listed on the sheets below and returned with your bid.

The Bidder certifies that his/her firm is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting the tax.

For questions regarding these specifications and for arrangements to inspect the sites, contact John Loete, Public Works Director at (847)-931-6001.

It is the intent of the City of Elgin to award this contract to a single bidder for the project. The City of Elgin reserves the right to reduce the scope of work as necessary to meet its needs.

2. SCHEDULING

It is the intent of the Public Works Department that this building be substantially complete by June 1, 2009 and have final completion by July 1, 2009. The contract for the site improvements requires that contractor to complete the final lift of paving by May 15, 2009. This will be primarily a winter contract. Adjustments may be made to the schedule for an unusually harsh winter that limits available work days.

3. EXAMINATION

The Bidder will verify all existing conditions. Additional work required to provide a complete and satisfactory product, which was not noted in the bid, will be performed by the contractor at no additional cost to the City of Elgin.

4. CLEANING

The Bidder will maintain work area in a clean and orderly condition during operation. All debris including, scraps, and packaging materials are to be removed from the work area daily. The contractor will be responsible for removal and lawful disposal of any hazardous materials such as solvents, paints and adhesives.

5. PROJECT DESCRIPTION

The City of Elgin is seeking a bid/proposal to furnish all labor, equipment and materials and to perform all operations in connection with the design, purchase, delivery and erection of a 4,000 ton capacity (approximately 60' wide by 108' long) salt storage building on a fully prepared site. It shall be a barn style building utilizing New England Wing Trusses or a Hi-Arch Gambrel design to achieve a 30' high vertical clearance without interior support posts or walls. The building shall be installed on a 10 foot high above grade reinforced concrete retaining wall and have a 20' wide by 30' high doorway with fabric door on one end. An optional bid for a 25' wide by 84' long lean-to on the west side of the building is requested. An optional bid for a steel door in place of the fabric door is requested.

The building design must include salt resistant design features that minimize ground water contamination and protect the building materials and components from salt corrosion. Due to potential loader damage to the walls and the corrosive nature of the salt stored in the building, it is the intent of these specifications to describe a building designed so that the salt does not come into direct contact with any structural wood materials. The salt shall only contact the sealed concrete walls or asphalt floor.

6. SAFETY

The Bidder is solely responsible for the safety on and around the work site. The Bidder is solely responsible for all means and methods of the work and is solely responsible for ensuring the safety of the workers and/or site visitors.

7. DESIGN QUALIFICATIONS

The City of Elgin requires complete experience statements from all bidders at the time that the bid is submitted, showing that the bidder has successfully completed at least three public works salt storage building projects. Building projects must contain special construction techniques to minimize salt corrosion, such as concrete wall and pad designs.

The structure shall be designed and constructed in accordance with the current edition of the IBC and City of Elgin building codes. The City requires a narrative description and preliminary design drawings of the proposed structure from a Registered Architect or Engineer, with an original seal, to be included at the time that the bid is submitted. Drawings must include the exterior profile of the building and the truss design. All proposals shall also include a written detailed capacity calculation to show the volume capacity for salt.

8. WARRANTY/SERVICE

The Bidder shall provide written warranties in accordance with the manufacturer's standard coverage on materials and/or installed equipment. The Bidder shall furnish the City a written

guarantee on materials and workmanship for one year from the final acceptance of the project. The Bidder provide a five year written guarantee on the roof, including materials and labor and also a shingle manufacturer's twenty-five (25) year warranty on the shingles used on the project.

9. SITE CONSTRUCTION

The City has entered in to a separate contract for the construction of site improvements for the building. That contract was awarded to Sinnett Builders of Elgin, IL on September 24, 2008 and work has been underway since September 29th. It is anticipated that the site grading and pavement, through and including the binder course, will be completed and in place by November 15th. After this building is complete, Sinnett will complete the final lift of paving inside the building and on the site as well as backfill around the concrete retaining wall at the base of the building. Then they will complete the site landscaping. The contact information for them is Mike Sinnett at (847) 695-1644.

The site work in general includes the following:

- Site grading, including installation of detention facilities, storm water piping and landscaped berms
- Preparation of all roadway and building pad subgrade, installation of all base material, asphalt base and binder courses and surface course (after building is complete)
- Installation of electrical power drop, electrical service box and site lighting
- Backfilling around the completed building structure and landscaping of entire site

Included in this bid package are the site improvement bid documents to supplement the information highlighted in these specifications. The Bidder should review them thoroughly. They include Attachment A – Site Improvements Bid Package, Attachment B – Addendums #1 and #2 for Site Improvement Bid and Attachment C – Site Improvement Plan Sheets.

11. BUILDING SPECIFICATIONS

I. CONCRETE WORK

GENERAL

The building shall be constructed on a ten foot high reinforced concrete wall. Details of concrete design and construction not covered by the specifications herein shall be in accordance with plans as submitted. Plans will be reviewed and approved by an Architect/Engineer acceptable to the Owner.

SCOPE OF WORK

The work required under this section shall include all materials, labor, and equipment and

services necessary to furnish and install, in accordance with the drawings and specifications, all items listed but not limited to: foundations, concrete walls, joints and embedded items, and reinforcing steel. Below grade footing shall be of width size and depth to resist frost action. Footings shall be a minimum of 60" x 96" or as shown on plan. Reinforced concrete walls shall be 12" thick and 10'-0" high. Wall must include external buttress reinforcements to resist lateral load pressure. Continuous "T" style footing is not acceptable.

INSPECTIONS, REPORTS AND TESTING

A. Notify Owner and or Engineer in sufficient time to inspect the following:

1. Form work and reinforcement before casting concrete.
2. Casting concrete.

B. Deliver one (1) copy of each batch mixing order or delivery ticket directly to the Owner. Delivery tickets must show the time of arrival and departure for each delivery of concrete.

COLD WEATHER CONCRETE

A. The concrete shall be protected by the use of insulating blankets.

B. At times when the prevailing temperature will produce concrete of less than 45 degrees F the temperature of the concrete shall be raised by heating the ingredients so that the resulting mix temperature does not exceed 70 degrees F.

HOT WEATHER CONCRETE

Concrete shall not be cast when the temperature of the concrete is above 90 degrees F. Standard shall be ACI-305 for hot weather concrete.

CONCRETE FORMWORK

Structural Cast-in-Place Concrete Formwork

A. All forms shall be of wood, metal or other approved material and shall be mortar-tight and sufficiently strong and rigid to prevent distortion during placing, vibrating and curing concrete. They shall be built true to the lines designated on the plans and shall be so maintained until the concrete has sufficiently hardened to permit their removal. Forms shall be standard "universal" type steel or wood modular panels with either new or used form surfaces in good acceptable condition.

B. The inside faces of all forms shall be free of holes, irregularities, unevenness in the surface and any defects which may produce inferior work.

FORM SURFACE TREATMENT

The inside of all forms shall be treated with light, clean, paraffin-oil or other approved compound which will not injuriously affect the concrete surface. Treatment shall take place after all necessary forming construction is completed and before the placement of reinforcement.

FORM TIES AND ACCESSORIES

Ties and Spreaders

Form ties shall be of sufficient size and strength to hold the formwork securely in place during the placement and curing of concrete. The rods shall be held in place by devices capable of developing the strength of the rod and that when removed shall leave an opening in the concrete surface not greater than ¼ inch in width and one inch in depth. The holes shall be repaired with a 40% sand and 60% Portland concrete patching mixture.

CONCRETE REINFORCEMENT

Reinforcing bars

A. Reinforcing bars and wire ties shall be furnished in accordance with the shapes and dimensions shown on the Plans. Field bending shall be allowed to correct minor errors.

B. All steel reinforcement shall be accurately placed in the positions shown on the plans. Rebar shall be placed in the center of the 12" wall with 5" concrete covering each face. Bar laps shall be per ACI 318-95 and securely tied.

C. On inside jambs of the building entrance, furnish and install two corner guard angles- 4"x4"x1/4" - with standard anchors cast in the concrete. The corner guard angles shall extend the full height of exposed concrete. See SECTION II - METALS for 4"x4"x1/4" angles.

D. Footing steel and wall steel shall be GRADE 60. Reinforcing steel shall be deformed bars conforming to ASTM-A615 grade 60, epoxy coated, clean and free from loose rust, scale, or coating that will reduce bond.

E. All steel reinforcing bars, wire ties and bar chairs shall be epoxy coated in accordance with ASTM D3963.

CAST-IN-PLACE CONCRETE

Structural Concrete

A. Structural concrete for walls and buttresses shall meet the following minimum requirements: Concrete shall be ASTM C150-74 or class X, minimum 28 days compressive strength - 4000 psi, coarse aggregate - 6A or equal. Cement - Portland 1A at 6 sacks per yard. Air entrainment - 4% to 6%. Slumps - 3" minimum to 4" maximum. Concrete for footings shall be 3000 psi. Approved concrete admixtures may be used in accordance with the ACI Standard Specifications for Construction.

B. Mechanical, high-frequency internal vibrators shall be used to consolidate the concrete during and immediately after depositing.

C. At the time concrete is placed, the forms and reinforcing steel shall be clean. All sawdust, chips and other debris shall have been removed from the interior of the

forms.

D. Labor and equipment shall be provided by the Contractor to produce, handle and finish the concrete for the maximum pour to be completed monolithically. The necessary equipment shall be available for inspection and approval prior to its anticipated use.

FORM REMOVAL

A. Do not remove forms and bracing until concrete has sufficient strength to support its own weight, and construction and design loads, which may be imposed upon it.

B. Remove formwork progressively so no unbalanced loads are imposed on structure.

CONCRETE SEALER

A. The interior walls shall be coated with a silane solution that is 40% by weight isobutyltrialkoxysilane in ethyl alcohol.

B. Sealer will be applied as per manufacture's directions. (See Section IV. FINISHES/SPECIAL CONCRETE SEALER)

FINISHING HARDENED CONCRETE

All fins and irregular projections over ¼ inch shall be removed from all exposed surfaces. All honeycomb areas, form tie cavities and other defects more than ¼ inch in diameter or depth shall be cleaned and patched with an approved concrete patch mixture.

WATER PROOFING FLOOR AND FLOOR/WALL JOINTS

Upon completion of all concrete work and prior to installation of final lift of asphalt by others install EPDM rubber membrane across asphalt floor and up the concrete walls 6".

II. METALS

MISCELLANEOUS STEEL

A. Doorjamb protection devices shall be two (2) 4"x4"x1/4" steel angles at the inside and outside jamb of the doorway. Shop painting shall be one (1) prime coat and one (1) coat of enamel. Coat front and backsides. Color selected by Owner.

B. Anchor bolts shall be hot dipped galvanized ¾" diameter x 12" located as per plans.

III. WOOD

WOOD PRESERVATIVE

- A. All lumber used in contact with concrete walls shall be pressure impregnated with CCA 100% Oxide-pure preservative equal to "OSMOSE", conforming to American Wood Preservative Association (AWPA) Standard P5 and Federal Specification TT-W-550 or equal.
- B. Pressure treated material shall be dried to a maximum moisture content of 19 percent before installation.

STUDS, BUCKS AND BLOCKING

All 2" x nominal dressed lumber - for studs, beams, plates, bucks and blocking - shall be No. 2 grade or better - that is commonly stocked and of an approved species - and shall meet the minimum design stress specified by truss manufacturer.

ROUGH HARDWARE

- A. All rough hardware items furnished and installed - including galvanized nails, spikes, bolts, anchors, washers and screws - shall be of the size necessary to securely fasten and hold the various members in place.
- B. All rough hardware shall be hot dipped galvanized.
- C. Spiral type or ring shank galvanized nails shall be used to secure siding.

SIDING

- A. The siding for the building shall be 5/8" T1-11 APA 303 exterior plywood, in accordance with PS-1-83 - with grooves 8" o/c. and shiplap edges. All panels shall be stamped with APA grade trademark.
- B. Install aluminum "Z" flashing at the horizontal joint using galvanized nails.
- C. Overfill protection 1½" wide shall be provided at top of concrete wall on all sides. Continuous treated sill plate is not acceptable.

WOOD TRUSS MEMBERS

A. Design

1. The roof truss design shall be certified by an engineer or architect acceptable to local jurisdiction. A complete set of design calculations - including all design loads, stresses, actual sizes of members, etc. - shall be furnished to the Owner, included with bid.
2. Truss design must incorporate a continuous vertical window dormer the entire length of the building.
3. The total roof truss design loads - including current BOCA or IBC Code average snow loads, wind components, and dead load - shall be assumed as follows:

Top Cord Live Load	40.0 PSF
Top Cord Dead Load	7.0 PSF
Bottom Cord Live Load	0 PSF
Bottom Cord Dead Load	2.0 PSF
Total Load	49.0 PSF

4. Wind load shall be assumed at 90 MPH

5. Ground snow load will be 30 PSF as per BOCA

6. Members shall be 2" x nominal Southern Pine or SPF meeting the following strengths and grades unless otherwise established by the approved truss manufactures engineering design:

- | | | |
|----|-------------------|-------|
| a. | Top Chord Members | SP #2 |
| b. | Web Members | SP #2 |
| c. | Bottom Members | SP #2 |

B. Fabrication

1. All lumber used shall be dressed to standard dimensions. Truss joints may be assembled using hot dipped galvanized steel gusset plates. Both sides of all joints shall be gusseted.

2. Cut all members to fit square and snug with adjacent members - within job assembly. Allow specified set-up time for glued members and exercise care at all time in handling each section.

C. Anchor Posts

Each trussed rafter section shall be securely fastened to anchor connectors by means of approved number of 3/8" diameter hot dipped hex head bolts, washers and nuts.

D. Truss Bracing

Add additional bracing to the trusses and web as directed by Truss manufacture and shown on drawings.

ROOF DECKING

A. Plywood deck panels shall be 5/8' APA-CDX.

B. All deck panels shall be applied with vertical joints staggered and nailed 8" on center at joints, and 12" on center over intermediate supports, with 8d galvanized nails. Install plywood with "C" face to interior.

SIDEWALL AND GABLE END

- A. All gable ends shall be framed with 2" x 4" SPF #2 or better with girts at 24" on center, applied to posts 8' O.C.
- B. Bottom girt at gable ends shall be installed 1½" above top of wall to provide overflow protection.
- C. Siding shall be 5/8" T1-11 nailed to studs or girt with galvanized nails.

ROOFING, DRIP EDGE, AND FLASHING AND DRIP

A. Roofing

- 1. Roof shingles shall be self-sealing tab asphalt shingle with organic or fiberglass mat and carry a 30 year manufacturer's prorated warranty. Work should be rated for 80 mph wind for first Five Years. Underlayment shall be non-perforated 15# asphalt saturated felt conforming to ASTM D-226-68. All roofing shall be installed with large treated galvanized roofing nails as per shingle manufacturer specifications.
- 2. Owner shall approve the color of the shingles. The color shall be Forest Green.
- 3. Flashing shall be installed where called for on drawings and shall be 24 gauge painted aluminum.
- 4. Contractor shall install at edges of overhangs 24 gauge painted aluminum drip flashing.
- 5. Roofing shall be installed in strict accordance with shingle manufacturer instructions. Contractor will follow building manufacturer recommendation for overlaps and seams to prevent leakage.
- 6. Contractor shall install gravity roof ventilators in top of building to provide net free area of 1/600th of net floor area. Roof vents shall be plastic or aluminum.

- B. Colored aluminum flashing and drip edge shall be installed on the gable ends as designed on the plans.

IV. FINISHES

PAINTING

- A. All exterior wood surfaces shall receive one coat of primer and one coat of stain, applied as per manufacturer specification. The stain shall be oil-base solid color stain as manufactured by Pittsburgh Paints, or equal. Color to be selected by Owner.
- B. Miscellaneous metals shall have one coat of prime and one coat of epoxy gloss

enamel.

C. All galvanized truss connector plates shall be painted with cold applied galvanizing similar to Cold Galvanizing Compound.

SPECIAL CONCRETE SEALER

The total vertical concrete surface of the structure interior shall be sealed with a penetrating water-repellent treatment.

A. Material:

1. The penetrating water repellent treatment solution shall be an approved non-epoxy resin material having met the following performance criteria based on a single application of the solution in accordance with the manufacturers recommended rate of coverage.
2. The penetrating water repellent treatment solution shall not stain, discolor or darken concrete. Application of the solution shall not alter the surface texture of concrete surfaces. Treated concrete shall be surface dry within 30 minutes after application.

B. Equipment:

1. The solution shall be applied with low-pressure airless type spray equipment with 15 to 40 psi (103 to 276K pa) application pressure.

C. Weather Limitations:

1. The penetrating water-repellent treatment solution shall be applied when the air or concrete surface temperature is less than 36 degrees F (4° C) or otherwise below or above the manufacturers recommended application temperature range. The solution shall not be sprayed when blowing winds or other conditions prevent proper application.

D. Application:

1. The penetrating water-repellent treatment solution shall be used as supplied by the manufacturer and not diluted or altered in any way. The solution shall be sprayed onto concrete surfaces at the manufacturers recommended rate of coverage
2. Surface treatment of new concrete shall not begin until it has cured for at least 28 days. During the final 48 hours of this period the concrete shall be allowed to air dry.

V. ELECTRICAL

DESCRIPTION

This section outlines basic materials and installation methods for the provision of electrical service, electrical distribution, lighting, and exhaust ventilation.

QUALITY ASSURANCE

A. Requirements of Regulatory Agency

1. Compliance with the National Electrical Code - current edition.
2. Compliance with federal and local regulations.

ELECTRICAL SERVICE

A. Service that is 120/240 volt, single phase, three wire, 100 ampere, 60 hertz shall be installed by the site improvement contract and shall be terminated at the meter set as shown on page 8 of 18 of Attachment C – Site Improvement Plan Sheets.

B. Bidder to provide 100 ampere, 240 volt, single phase panel mount to northwest corner of building. Panel shall serve lights and fan detailed below as well as the three site lights shown on page 8 of 18 of Attachment C – Site Improvement Plan Sheets and detailed on page 15 of 18 of Attachment C.

C. Once panel is set and ready for hookup; site improvement contractor shall complete connection as detailed in Note #7 on page 8 of 18 of Attachment C – Site Improvement Plan Sheets.

MATERIALS AND DEVICES

A. Plastic conduit shall be polyvinyl chloride (PVC) UL labeled and “NEMA, EPC-40-PVC” heavy wall rigid, standard radius elbows and conduit supports.

B. Switch boxes and fixture outlet boxes shall be polyvinyl chloride, U.L. labeled with compatible fitting and supports.

C. Light Fixtures

1. Exterior: One area light 250-watt wall pack watt high-pressure sodium luminaire Fixture to be mounted securely to gable over door.

2 Interior Six microfloods, randomly spaced on plan. Specification consists of 150-watt high-pressure sodium, enclosed and gasketed fixture with glass globe, multi-tap ballast, and dome reflector for wall mounting. This fixture is designed for use in corrosive influences and shall be mounted as shown in the plans with the bottom of the light not to protrude below the bottom of the truss chord.

D. Exhaust fan

1. Supply fan shall be 24” belted panel fan SPF type as manufactured by Bailey or approved equal. The fan(s) shall have a capacity of 820 cfm at 1/8” of static pressure and equipped with a 3/4 hp motor and heavy duty

shutter. Fan, shutter, and frame shall be coated on all sides with Heresite coating.

2 Fan shall be in rear of building as high as possible in gable end.

The electrician shall furnish and install proper anchors for conduit and fixture outlet boxes located at the center of the wood trusses

VI. WINDOWS, CUPOLA, DOORS AND OVERHANG

WINDOWS

A Window shall be 24" continuous corrugated fiberglass translucent panels, installed in upper vertical section of roof trusses

B. Panels shall be trimmed and caulked.

C. Window must be located in the upper 1/3 of roof lines. Panels must be installed perpendicular to ground and run the entire length of the building. Skylights that are flashed or set on curbs are not acceptable.

CUPOLA

A. Contractor shall provide two cupolas with weather vanes. Price shall include all labor and material for complete installation.

B. Cupola shall be a minimum of 48" square and provide a net free area of 254 sq. ft. each. Ventilation shall be in addition to standard roof louvers in roof system.

C. Cupola shall be of rust proof construction with bird screen and built in rain shield.

D. Contractor shall submit catalogue cut sheet for Owner approval.

DOORS

A. Main opening at end of building (20' wide by 30' tall) shall have a coated canvas door that retracts vertically.

B. Door shall be mechanically retractable using an electric door opener. Door opener shall have inside and outside waterproof controls. The outside control shall be a numeric key pad with adjustable code settings.

C. Insulated steel man door with steel frame to be installed adjacent to garage door.

FASCIA EAVE AND GABLE TRIM

A. Contractor shall include on all gable and eaves a 12" soffit.

B. Soffit shall be 3/8" plywood stained to match siding.

C. A 1 X 4 frieze board shall be applied at siding/soffit connection.

VI. LEAN TO (Optional Bid)

SCOPE

Bidder is to provide an optional price for the labor and material to build a 25' by 84' lean-to on the west side of the building on the asphalt pad provided for that purpose. Height to bottom chord shall be approximately 13' – 6" (compatible with main building design). Materials and specifications shall follow the limits and design of the primary building and as specified on drawings. Contractor shall supply shop drawings and truss design to accommodate lean-to being open on gable side. Plans and shop drawings for the lean-to shall be provided by a registered architect or engineer, with an original seal and submitted with the bid.

NOTE: This is an Optional Bid and may not be awarded at this time due to budget constraints. It is the City's intention that the lean-to will be built at a future date if it can not be built at this time. Any modifications to the structure of the primary building that must be made for the construction of the lean-to should be included in the Base Bid. Such modifications must be done regardless of the status of the Optional Bid.

FOOTING

Footing shall be trench type footing excavated to 42" deep. Use 3,000# concrete in each footing. Pour footing level with existing grade.

TRUSS DESIGN

The lean-to roof truss design loads shall be equal to the primary building or 49 psf. Trusses shall be spaced at 48" on center, brace TC at 24" on center and BC at 120" on center. Lateral bracing shall be as recommended by truss manufacturer. Overhang at header shall be 6". Roof sheeting shall be 5/8" CDX plywood. Attach each truss to header, ledger board and girts with toe-nailed 10p galvanized nails and hurricane straps. Install (2) 2x6 girt blocks on wall panel. Ledger board shall be through bolted with 1/2" diameter galvanized bolts staggered at 24" on center.

VI. STEEL OVERHEAD DOOR (Optional Bid)

Substitute 20' wide by 30' steel insulated door with heavy duty track and appropriate size opener so standard fabric door specified above.

END OF SPECIFICATIONS