

REMINDER #1: Bidders are informed that each addendum must be acknowledged on the **outside** of the envelope containing your bid. If all addenda are not acknowledged on the outside of the envelope, your bid will not be opened.

REMINDER #2: To receive an award, a Contractor must be on the City of Joliet's List of Pre-qualified Contractors by submitting one's IDOT or CDB qualifications to the Purchasing office or filling out City of Joliet forms, which are available at <http://www.cityofjoliet.info/index.aspx?page=97>. **This documentation must be submitted prior to the bid opening date and time.**

**ADDENDUM NO. 5
TO THE
BIDDING DOCUMENTS
FOR
EASTSIDE WASTEWATER TREATMENT PLANT
PHOSPHORUS REMOVAL PROJECT
FOR THE
CITY OF JOLIET, ILLINOIS
CITY CONTRACT NO. 2351-0219
IEPA LOAN NO. L174760**

DATE: January 23, 2019

BID CLOSING DATE & TIME: 2:00 PM local time, January 29, 2019

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

All Bidders submitting a Bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Bid.

I. The following are revisions to the Specifications:

- A. Bid Closing Date and Time revised from 2:00 PM January 24, 2019 to **2:00PM January 29, 2019.**
- B. Name of Bid Item No. 2 to match Section 01 22 00, Quantity for Bid Item No. 4 and Bid Item No. 8, and .space to write in total have been revised in the Unit Price Work table. Replace Section 00 41 33 in its entirety with revised section attached to this Addendum.
- C. Name of Bid Item No. 2 to match Section 01 22 00 and Quantity for Bid Item No. 4 and Bid Item No. 8 have been revised in the Unit Price Work table. Replace Section 00 41 33 in its entirety with revised section attached to this Addendum.
- D. Remove Section 01 11 00 – 1.03.D.3 in its entirety and replace with the following:
 3. Owner will drain Aeration Tanks to empty but some grit and debris (such as rags) will remain on tank walls and floors and on existing air diffusion system. Contractor shall clean remaining material as required to complete Work. Contractor shall maintain dewatering of the tanks as required to complete Work.

II. The following are revisions to the Drawings:

- A. On Drawing 002-CR-7, Change General Note 1 to read:

“CLEAR AND GRUB WITHIN THE LIMITS SHOWN. STRIP TOPSOIL AND STOCKPILE FOR REUSE PER 31 11 00. EXISTING TOPSOIL SHALL NOT BE DISPOSED OF OFFSITE.”

B. On Drawings 002-CR-8, change General Note 1 to read:

“CLEAR AND GRUB WITHIN THE LIMITS OF GRADING. APPROXIMATE CLEAR AND GRUB LIMITS SHOWN ON THIS SHEET. SEE 002-CG-3 FOR GRADING. STRIP TOPSOIL AND STOCKPILE FOR REUSE PER 31 11 00. EXISTING TOPSOIL SHALL NOT BE DISPOSED OF OFFSITE.”

C. On Drawings 002-CR-8, add General Note 5 to read:

“EXISTING TOPSOIL WITHIN THE AREA OF HERBICIDAL APPLICATION LIMIT SHALL REMAIN. PRIOR TO SEEDING, PREPARE SEEDBED PER SECTION 32 92 19.”

D. On Drawing 150-S-2, REMOVE PLAN NOTE 1 AND REPLACE WITH THE FOLLOWING:

1. REPLACE 100-FT OF DAMAGED WALKWAY PANELS WITH 4-INCH CONCRETE SLAB AT EACH WALKWAY INDICATED. REINFORCE WITH #3@12” EW, TOP.

III. Any revisions to any of the Contract Documents made by this Addendum shall be considered as the same revision to any and all related areas of the Contract Documents not specifically called out in this Addendum.

IV. The Bidder shall acknowledge receipt of this Addendum by inserting the date and number in the spaces provided in the BID FORM.

DONOHUE & ASSOCIATES, INC.

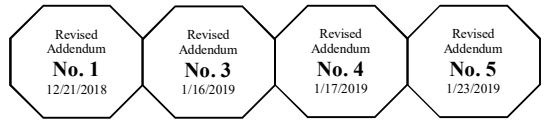


Eric P. Cockerill
1/23/2019
EXPIRES: 11/30/2019

Eric P. Cockerill, P.E

END OF ADDENDUM #5

BID FORM



BID FORM

BIDDER _____

(name – typed or printed)

PROJECT IDENTIFICATION:

Eastside Wastewater Treatment Plant Phosphorus Removal Project

DONOHUE PROJECT NUMBER: 13320
CITY CONTRACT NUMBER: 2351-0219
IEPA LOAN NUMBER: L174760

ARTICLE 1 – BID RECIPIENT

Attn: City Clerk
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder has not added any conditions or qualifying statements to the Bid. The Bid will remain subject to acceptance for the bid withdrawal time stated in the Invitation to Bid or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 – IEPA-MANDATED CERTIFICATIONS

- 3.01 **NON-COLLUSION CERTIFICATIONS:** By submission of this Bid, the undersigned certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with the proposal:
- a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.02 Each person signing the bid shall certify that:

- a. He or she is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and shall also certify that he has not participated, and will not participate, in any action contrary to Paragraph a through c above; or
- b. He or she is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs (a) through (c), above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate in action contrary to Paragraphs a through c above.

3.03 IEPA LOAN-RELATED CERTIFICATION: BIDDER certifies that all iron and steel products used in the Project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".

ARTICLE 4 – BIDDER'S REPRESENTATIONS

4.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities), if any, that have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable Technical Data.
- E. Bidder has considered and correlated the information known to the Bidder; information commonly known to bidders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means,

methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Bidder's safety precautions and programs.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents

ARTICLE 5 – BIDDER'S CERTIFICATIONS

5.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, purposes of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5.02 Bidder is currently certified as a MBE or FBE under IEPA's DBE Program Yes No

ARTICLE 6 – BASIS OF BID

6.01 Bidder will complete the **Base Bid Work** in accordance with the Contract Documents for the following price(s):

UNIT PRICE WORK						
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px; font-size: 8px;">Revised Addendum No. 1</div> <div style="border: 1px solid black; padding: 2px; font-size: 8px;">Revised Addendum No. 3</div> <div style="border: 1px solid black; padding: 2px; font-size: 8px;">Revised Addendum No. 4</div> <div style="border: 1px solid black; padding: 2px; font-size: 8px;">Revised Addendum No. 5</div> </div>						
No.	Section	Item	Qty	Unit	Unit Price	Extended Price
1	All Sections	All Work Except For Items No. 2 through No. 8	1	LS	\$ _____ per LS	\$ _____
2	01 22 00	Excavation and Replacement of Unsuitable Materials	1,000	CY	\$ _____ per CY	\$ _____
3	01 22 00	Removal of Solids Waste	800	TON	\$ _____ per TON	\$ _____
4	01 22 00	Disposal of Unsuitable Material and Excess Material	6,000	TON	\$ _____ per TON	\$ _____
5	01 21 00	Face Brick	40	M	\$ _____ 1,450 per M	\$ _____ 58,000.00
6	01 21 00	Unforeseen Conditions Process Control Building	1	LS	\$ _____ 50,000.00 per LS	\$ _____ 50,000.00
7	01 21 00	Repairs or Modifications to Yard / Digester Piping	1	LS	\$ _____ 50,000.00 per LS	\$ _____ 50,000.00
8	01 22 00	Import of Topsoil	14,000	SY	\$ _____ per SY	\$ _____
TOTAL OF ALL ESTIMATED PRICES (Sum of Estimated Price for Each Item)					\$ _____	(figures)
						_____ Dollars
(words)						
Qty = Estimated Quantity						
Bid Price (for each Item) = Qty x Bid Unit Price (for each item)						
LS = Lump Sum						
CY = Cubic Yard						
LF = Lineal Foot						
EA = Each						
M = 1,000 units						
LB = Pound						

Unit Prices have been computed in accordance with paragraph 13.03 of the General Conditions.

All specific allowances identified in Section 01 21 00 are included in the price set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Base Bid Material and Equipment:

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by the circled Supplier as named in the Base Bid Material and Equipment Schedule, which is included at the end of this Bid Form.
2. The circled Supplier has been selected from Supplier A, B, or C as named in the Base Bid Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. If a substitute is offered, Bidder has included the name of the Supplier and the amount to be deducted from the Bid price for the proposed substitute in the Base Bid Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of substitutes will be as set forth in the General Conditions and the Supplementary Conditions.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Milestones are to be achieved and the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

ARTICLE 8 – ATTACHMENTS TO THIS BID

8.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of _____
(Certified Check or Bid Bond)
- in the amount of _____
(Dollars or Percent of Bid Price)
- B. Affirmative Action for Equal Employment Opportunities (Executive Order 11246) as required in Section 00 30 10 in the Project Manual.
- C. Certification of Nonsegregated Facilities as required by Section 00 30 20 in the Project Manual.
- D. Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment as required by Section 00 30 30 in the Project Manual.
- E. Certification Regarding Debarment, Suspension and Other Responsibility Matters as required by Section 00 30 40 in the Project Manual.

- F. Prevailing Wage Requirements as required in Section 00 30 50 in the Project Manual.
- G. State of Illinois Loan General Conditions as required in Section 00 30 60 in the Project Manual.
- H. Bidder Certification In Compliance with Article 33E to the "Criminal Code of 1961" as required in Section 00 30 60 in the Project Manual.
- I. The IEPA-required DBE Participation documentation and certifications as required by Section 00 30 70 in the Project Manual.
- J. A fully completed and signed "Bidders Certification Regarding the Use of American Iron and Steel Products" form, as required by Section 00 30 80 of the Project Manual.
- K. The City of Joliet Affidavits provided in Section 00 30 90.

The terms used in this Bid with initial capital letters have the meanings indicated in the Instruction to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED ON _____, 20____.

State Contractor License No. _____. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone No: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and

corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this

____ day of _____, 20____.

Notary or other officer authorized to administer oaths

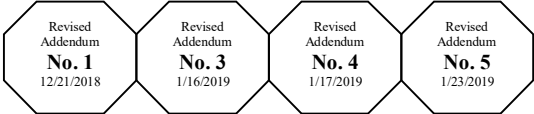
My commission expires: _____

BASE BID MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
22 33 36	Booster Pump System	(A) Grundfos, Inc.	\$	\$
		SUBSTITUTE	\$	\$
11 52 00	Audio Visual System	(A) AVI Systems, Inc	\$	\$
		NO SUBSTITUTION		
28 15 00	Security Access Controls System	(A) Advent Systems, Inc	\$	\$
		NO SUBSTITUTION		
46 33 44	Peristaltic Chemical Feed Equipment	(A) Blue-White Industries	\$	\$
		NO SUBSTITUTION		
46 41 23	Submersible Mixing Equipment	(A) Flygt (a Xylem company)	\$	\$
		NO SUBSTITUTION		
46 76 21	Sludge Thickening Equipment	(A) Komline Sanderson	\$	\$
		NO SUBSTITUTION		
40 61 13	Process Control System	(A) Wunderlich-Malec.	\$	\$
		NO SUBSTITUTION		
40 05 53	Plug Valves	(A) Dezurik	\$	\$
		(B) Val-Matic	\$	\$
		NO SUBSTITUTION		
40 05 59.23	Stainless Steel Gates	(A) Fontaine Aquanox	\$	\$
		(B) Rodney Hunt	\$	\$
		(C) Whipps	\$	\$
		NO SUBSTITUTION		
43 23 57	Progressive Cavity Pumping Equipment	(A) Moyno Industrial Products	\$	\$
		(B) Netzsch	\$	\$
		(C) Seepex	\$	\$
		NO SUBSTITUTION		
43 25 13	Submersible Centrifugal Pumping Equipment	(A) Xylem-Flygt	\$	\$
		(B) Wilo	\$	\$
		(C) Grundfos	\$	\$
		NO SUBSTITUTION		
44 31 21	Odor Control Biofilters	(A) Biorem Technologies, Inc.	\$	\$
		SUBSTITUTE	\$	\$

BASE BID MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
46 33 33	Polymer Prep, Age and Feed Equipment	(A) Fluid Dynamics	\$	\$
		(B) VeloDyne	\$	\$
		NO SUBSTITUTION		
46 51 33	Diffusers	(A) SSI	\$	\$
		(B) Aquarius	\$	\$
		(C) Sanitaire	\$	\$
		NO SUBSTITUTION		
46 76 33	Dewatering Centrifuge	(A) Centrisys Corporation	\$	\$
		(B) Andritz	\$	\$
		(C) Flottweg	\$	\$
		(D) Alfa Laval	\$	\$
		NO SUBSTITUTION		

END OF BID FORM

AGREEMENT



AGREEMENT

THIS AGREEMENT is by and between the City of Joliet, Illinois

(hereinafter called OWNER)
and _____

(hereinafter called CONTRACTOR).

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

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.
- 1.02 The Work at the Eastside Wastewater Treatment Plant is generally described as follows:

Work of this Contract is generally described as general construction of wastewater treatment facility including aeration basin modifications for biological phosphorus removal and addition of slide gates and valve actuators for flow control, chemical removal facilities as backup, sludge thickening system, thickened sludge pumping, piping and valve replacement in thickening building, rehabilitation process drain pump station, polymer system, ortho phosphorus analyzer, odor control unit, and misc yard piping improvements. General construction of new administration building and renovation of existing administration building into process control building. The work includes sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

ARTICLE 2 – THE PROJECT

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

Eastside Wastewater Treatment Plant Phosphorus Removal Project

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within **660 days** after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **720 days** after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed and Milestones not achieved within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$1,500.00** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion, plus additional engineering costs as set forth in paragraph SC-14.10 of the Supplementary Conditions, until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$1,000.00** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment, plus additional engineering costs as set forth in paragraph SC-14.10 of the Supplementary Conditions, until the Work is completed and ready for final payment.
- B. Contractor and Owner also recognize that Owner will suffer financial loss if part of the Work is not completed within the Milestone times specified in Section 01 11 00, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if part of the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amount stated below for each day that expires after the time specified in Section 01 11 00 for Substantial Completion of each Milestone until the Work is substantially complete.
- a. Milestone No. 1: **\$1,500.00** for each day that expires after the time specified
 - b. Milestone No. 2: **\$1,500.00** for each day that expires after the time specified
- C. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Section 01 11 00 for any operational shutdowns. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$100.00** for each hour that expires after the time specified in Part 1.03 and 1.04 of Section 01 11 00.

4.04 Penalties - None

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the schedule for Unit Price Work as shown on the following page.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK						
<div style="display: flex; justify-content: space-around; font-size: small;"> Revised Addendum No. 1 Revised Addendum No. 3 Revised Addendum No. 4 Revised Addendum No. 5 </div>						
No.	Section	Item	Qty	Unit	Unit Price	Estimated Price
1	All Sections	All Work Except For Items No. 2 through No. 8	1	LS	\$ _____ per LS	\$ _____
2	01 22 00	Excavation and Replacement of Unsuitable Materials	1,000	CY	\$ _____ per CY	\$ _____
3	01 22 00	Removal of Solids Waste	800	TON	\$ _____ per TON	\$ _____
4	01 22 00	Disposal of Unsuitable Material and Excess Material	6,000	TON	\$ _____ per TON	\$ _____
5	01 21 00	Face Brick	40	M	\$ _____ 1,450 per M	\$ _____ 58,000.00
6	01 21 00	Unforeseen Conditions Process Control Building	1	LS	\$ 50,000.00 per LS	\$ 50,000.00
7	01 21 00	Repairs or Modifications to Yard / Digester Piping	1	LS	\$ 50,000.00 per LS	\$ 50,000.00
8	01 22 00	Import of Topsoil	14,000	SY	\$ _____ per SY	\$ _____
<p>TOTAL OF ALL ESTIMATED PRICES (Sum of Estimated Price for Each Item) \$ _____</p> <p style="text-align: right;">(figures)</p> <hr/> <p style="text-align: right;">_____ Dollars</p> <p style="text-align: center;">(words)</p> <p>Qty = Estimated Quantity</p> <p>Bid Price (for each Item) = Qty x Bid Unit Price (for each item)</p> <p>LS = Lump Sum CY = Cubic Yard LF = Lineal Foot EA = Each M = 1,000 units LB = Pound</p>						

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and upon approval of IEPA each month during performance of the Work as provided below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- B. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - 1. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments will be in an amount equal to 100% of the Work completed less the aggregate of previous retainage and payments previously made. At 50% completion, or any time thereafter, when the character and progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the Work completed.
- C. Upon Substantial Completion, the amount of retainage may be reduced. Upon Substantial Completion, OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER and upon approval of IEPA as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 By City of Joliet policy, all moneys not paid when due as provided in Article 14 of the General Conditions shall bear zero percent (0%) interest.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to 00 52 00-8, inclusive);
 - 2. Performance Bond (pages 00 61 00-1 to 00 61 00-3, inclusive);
 - 3. Payment Bond (pages 00 61 50-1 to 00 61 50-3, inclusive);
 - 4. General Conditions (pages 00 72 00-1 to 00 72 00-65, inclusive);
 - 5. Supplementary Conditions (pages 00 80 00-1 to 00 80 00-19, inclusive);
 - 6. Specifications as listed in the table of contents of the Project Manual which is provided in three volumes;
 - 7. Drawings, not attached hereto, as follows:

- a. Consist of a cover sheet and sheets numbered 1 through 371, inclusive, with each sheet bearing the following general title: **“Eastside Wastewater Treatment Plan Phosphorus Removal”**;
8. Addenda (numbers x to x, inclusive);
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages x to x, inclusive);
 10. Wage Rates;
 11. Federal, State, and Local Forms;
 12. Documents in the Appendix;
 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Work Change Directives;
 - d. Field Orders;
 - e. Engineer’s written interpretations and clarifications.
- B. The documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. CONTRACTOR'S Estimated Payment Request Schedule for Outlay Management:

1. Within 30 days of issuance of the Notice to Proceed, CONTRACTOR shall furnish OWNER with a schedule of the estimated dollar value of work projected to be completed each month for the duration of the Contract. The schedule shall be updated monthly based on actual expenditures and shall be submitted along with CONTRACTOR'S monthly application for progress payment. The schedule shall be detailed to allow separation of eligible and ineligible cost items and Innovative/Alternative cost items.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, _____(which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

_____ City of Joliet, Illinois

By: _____
City Manager

By: _____
(signature)

(typed name and title)

Attest _____
City Clerk

Attest _____
(signature)

Address for giving notices:

Address for giving notices:

City of Joliet

150 West Jefferson Street

Joliet, IL 60432

License No. _____
(where applicable)

