

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact name and email: \_\_\_\_\_

Contract Documents

For

# **Lime Sludge Removal and Disposal**

July 2020  
Bid No. 20-35

City of Aurora, IL  
Water Production Division  
1111 Aurora Avenue  
Aurora, IL 60505

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020

Bid No. 20-35

## Table of Contents

<b>Section</b>	<b>Title</b>
<b>Division 0 – Bidding Requirements</b>	
00120	Advertisement for Bids
00200	Instructions to Bidders
00250	Pre-Bid Meeting
00400	Bid Proposal Cover Sheet
00410	Bid Proposal Form
00431	Bid Bond
00436	Proposed Subcontractors
00451	Statement of Bidder's Qualifications
00452	Affidavit of Experience
00454	Bidder's Certification
00455	Non-Collusion Affidavit
00456	Apprenticeship or Training Program Certification
00457	Local Vendor Preference Application
<b>Division 0 – Contracting Requirements</b>	
00510	Notice of Award
00520	Agreement Form
00550	Notice to Proceed
00613	Performance Bond
00616	Payment Bond
00683	Change Order
00700	Standard General Conditions (GC)
00800	Supplementary Conditions (SC)
00810	Special Provisions (SP)
00820	Prevailing Wages
00830	Tax Exemptions
<b>Division 1 – General Requirements</b>	
01011	Site Conditions
01500	Temporary Facilities, Controls, and Safety
01700	Contract Closeout

**ADVERTISEMENT FOR BIDS**  
**CITY OF AURORA, IL**  
**LIME SLUDGE REMOVAL AND DISPOSAL**  
**JULY 2020**  
**BID NO. 20-35**

Sealed bid proposals will be received by the City of Aurora, Illinois, at the City Hall, Purchasing Division Office, 44 East Downer Place, Aurora, Illinois, 60507, until 2:00 p.m., local time, Wednesday, July 29, 2020, for the above Project at which time bid proposals will be opened and read publicly via a non-mandatory, teleconferenced, and live streamed bid opening; access details to be provided to all plan holders. Any Bid received after the date and time specified shall not be considered.

The work includes, but is not limited to, the removal, hauling, and disposal of approximately 38,000 wet tons of lime sludge annually, via land application and landfilling, as generated by the City of Aurora, Water Treatment Plant, located at 1111 Aurora Ave, Aurora, IL, 60505 and all related site/lagoon work necessary to complete the project in accordance with the Contract Documents.

The Contract Documents will be available on Tuesday, July 7, 2020 and may be obtained online at: <https://www.aurora-il.org/bids.aspx> , or at the City of Aurora, Purchasing Division; 44 E. Downer Place Aurora, IL 60507, during normal business hours by calling 630-256-3550.

A pre-bid meeting will be held on Wednesday, July 15, 2020 at 10:00 a.m., local time, at the Water Treatment Plant, 1111 Aurora Ave, Aurora, IL, 60505. Attendance at the Pre-Bid Meeting is recommended, but NOT mandatory. **The pre-bid meeting will be the Bidder's only opportunity to visit the project site.**

Questions regarding the bid are to be sent to the Director of Purchasing at: PurchasingDL@aurora-il.org. All questions must be submitted in writing via e-mail by 4:00 p.m., local time, Tuesday, July 21, 2020. Questions will be answered via bid addendum by 4:00 p.m., local time, Friday, July 24, 2020. Except at the pre-bid meeting, NO questions will be accepted or answered verbally. No questions will be accepted after the Tuesday, July 21, 2020, 4:00 p.m., local time, cut-off date/time.

**Any bidder who owes the City money may be disqualified at the City's discretion.**

Sufficient proof of liability and workmen's compensation insurance must be furnished to satisfy requirements of the City of Aurora.

All bids must comply with the Illinois Prevailing Wage Act; and the Prevailing Rate of Hourly Wages in the City of Aurora shall be paid to all persons on the project.

A bid bond or a certified check payable to the City of Aurora in the amount of 10% of the bid price is required with each bid presented. A 100% performance bond and payment bond will be required from the successful Bidder.

To qualify, bidders are required to meet the requirements in Section 00200, Instructions to Bidders.

The City of Aurora encourages minority business firms to submit bids and encourages the successful bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.

The successful Bidder shall comply with all codes, ordinances, rules, statutes, laws, and regulations of the City of Aurora and State of Illinois.

The City of Aurora reserves the right to reject any or all proposals, or parts thereof, and to waive any technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposal for sixty (60) days from the opening date set forth above. The City further reserves the right in its sole discretion to award the proposal to the most responsible and responsive BIDDER whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter  
Director of Purchasing

## Instructions to Bidders

### 1.01 DEFINED TERMS

- A. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, Engineers Joint Contract Documents Committee, (2007 Edition) have the meanings assigned to them in the General Conditions.
- B. Terms used in these Instructions to Bidders which are defined in Document 00800-Supplementary Conditions have the meanings assigned to them in the Supplementary Conditions.
- C. Additional Terms:
  - 1. *Bidder* -One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.
  - 2. *Bidding Documents* -The Bidding Requirements and the proposed Contract Documents as listed in the Table of Contents of the Project Manual (including all Addenda issued prior to the opening of Bids).
  - 3. *Bidding Requirements* -The Advertisement to Bid, Instructions to Bidders, Bid security form, the Bid Form with any Bid Form Supplements, and all other documents listed under Bidding Requirements in the Table of Contents of the Project Manual.
  - 4. *Successful Bidder* --The low, responsive, responsible Bidder.
  - 5. The terms *Bid* or *Proposal* as used herein are interchangeable.
  - 6. The terms *Work* and *Project* as used herein are interchangeable.
  - 7. *Responsible Bid* --A Bid that demonstrates the apparent ability of the Bidder to successfully meet all the requirements specified in the Bidding Documents.
  - 8. *Responsible Bidder* -A Bidder submitting a Responsible Bid.
  - 9. *Responsive Bid* --A Bid that complies with all meaningful or material aspects of the Bidding Documents. The Bid must constitute a definite and unqualified offer to meet the material requirements of the Bidding Documents including any terms that affect price, quality, quantity or time of delivery, or are clearly identified in the Bidding Documents to be complied with at the risk of Bid rejection for non-responsiveness.
  - 10. *Responsive Bidder*--A Bidder submitting a Responsive Bid.
  - 11. *Owner* – City of Aurora, IL

### 1.02 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents in the number and for the deposit sum stated in Document 00120 -Advertisement for Bids may be obtained as listed in the Advertisement for Bids.
- B. Complete sets of Bidding Documents shall be used in preparing Bids. Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Owner, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### 1.03 QUALIFICATION OF BIDDERS

- A. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.
- B. Local Preference in Contracts: The Code of Ordinances, City of Aurora, Illinois includes a Division with respect to Local Preference in Contracts that would apply to this bid.

Bidders do not have to be a "Local Business" to submit a bid for this project.

Ordinance O18-070, amended by Ordinance O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

In order for a local business to be eligible to claim the preference as provided by the Ordinance, the local business must request such preference with its bid response by providing a completed "Local Vendor Preference Application" with its bid, see Section 00457, and provide a current copy of its City issued business registration, if applicable.

### 1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Before submitting a Bid, each Bidder must
  - 1 Examine thoroughly the Contract Documents and other related data identified in the Bidding Documents.
  - 2 Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, performance, or furnishing of the Work.
  - 3 Familiarize himself with and consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or furnishing of the Work.
  - 4 Study and carefully correlate Bidder's observations with the Contract Documents.
- C. Reference is made to the Supplementary Conditions and Bidding Requirements for the identification of those reports of investigations and tests of latent physical conditions at the site or materials or otherwise affecting cost, progress or performance of the Work which have been relied upon in preparing the Contract Documents. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- D. Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid at the Pre-Bid Meeting.

- E. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Specifications or in the Drawings.
- F. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1.04 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### 1.05 INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the Contract Documents shall be submitted to the Owner in writing, to the Director of Purchasing via e-mail at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions and replies shall be made as stated in the Advertisement for Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner.

#### 1.06 BID SECURITY

- A. Bid Security shall be made payable to Owner, in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or bank cashier's check or a Bid Bond issued by a surety meeting the requirements of Article 5.01 of the General Conditions and executed on the form included as Document 00431 -Bid Bond.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. Bid Security of the next two (2) lowest responsive and responsible Bidders will be returned as soon as the Contract and Bond of the lowest Bidder has been properly executed and returned. The Bid Security of all other Bidders will be returned within ten (10) days after the Bids are opened.
- C. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

#### 1.07 CONTRACT TIME

- A. The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Agreement.

#### 1.08 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages are set forth in the SUPPLEMENTARY CONDITIONS (SC-26) and SPECIAL PROVISIONS (SP-3 and SP-5).

#### 1.09 SUBSTITUTIONS

- A. Where specific material or equipment is mentioned in the Contract Documents, the provisions of Alternate Equipment of Section 6.05 of the General Conditions (substitutes or "or equal" items) will prevail unless modified by the Special Provisions.
- B. Where substitutions of material or equipment are to be proposed, Bidder shall include in the Base Bid Amount only the products specified.

#### 1.10 SUBCONTRACTORS, ETC.

- A. If the Contract Documents require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidders as requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner, after due investigation has reasonable objection to any proposed Subcontractor, other person or organizations, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security.
- B. Any Subcontractor, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.
- C. No Contractor shall be required to employ any subcontractor, other person or organization against whom he has reasonable objection.

#### 1.11 PROPOSAL

- A. All bid proposals must be made on the blank forms, included in the Bidding Requirements, and must include the following documents:
  - 1. Document 00400 – Bid Proposal Cover Sheet
  - 2. Document 00410 -Bid Proposal Form.
  - 3. Required Bid Security or executed Document 00431 -Bid Bond.
  - 3. Document 00436 -Proposed Subcontractors.
  - 4. Document 00451 -Statement of Bidder's Qualifications.
  - 5. Document 00452 -Affidavit of Experience.
  - 6. Document 00454 -Bidder's Certification.
  - 7. Document 00455 -Non-Collusion Affidavit.
  - 8. Document 00456 – Apprenticeship or Training Program Certification
  - 9. Document 00457 - Local Vendor Preference Application (if applicable).
  - 10. Responsible Bidder Items – See 1.19 herein
- B. All blank spaces for Bid prices must be filled in. Proposal Forms must be completed in ink or by typewriter. Only one copy of complete Proposal is required.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in the appropriate place on the Bid Form).
- G. The address to which communications regarding the proposal are to be directed must be shown.



H. Conditional or qualified Bids will not be accepted.

1.12 SUBMISSION OF PROPOSALS

- A. Bids shall be submitted at the time and place indicated in Document 00120 - Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title as shown on the Contract Documents and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
- B. Any Bid received after the time and date specified shall not be considered.

1.13 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the scheduled opening of Bids or authorized postponement thereof.
- B. Information required to demonstrate Bid or Bidder responsibility may be corrected or submitted after Bid opening.
- C. Bid defects resulting in a non-responsive Bid may NOT be corrected after the Bid opening.
- D. If the Contractor modifies, limits, restricts or subjects his bid to conditions that would change the requirements of the Plans and Specifications, this would be considered a conditional or qualified BID and under the Instructions to Bidders of the Specifications, the BID will not be accepted.

1.14 OPENING OF BIDS

- A. Bids will be opened publicly unless otherwise herein indicated.
- B. Bid proposals will be opened and read publicly via a non-mandatory teleconferenced and live streamed bid opening, access details to be provided to all plan holders.
- C. When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

1.15 BIDS TO REMAIN OPEN

- A. All Bids shall remain open for sixty days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

1.16 AWARD OF CONTRACT

- A. Owner reserves the right to reject any of the following:
  - 1. Any Bid submitted after the date and time specified in the Advertisement for Bids.
  - 2. Any Bid determined by Owner to be not a Responsible Bid.
  - 3. Any Bid determined by Owner to be not a Responsive Bid.
  - 4. Any Bid determined by Owner to be a conditional or qualified Bid.
  - 5. All Bids in the Owner's sole discretion.
- B. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- C. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates listed on the Bid Form (if any are accepted) in any order or combination.

- D. It is Owner's intent to consider substitutions from the successful Bidder after the award of the contract. The substitutions will be considered in any order or combination, that may be beneficial to Owner as a deduct to the base bid. If no substitutions are accepted by Owner, all Base Bid items shall be supplied by the Bidder.
- E. The Bidders shall consider the named suppliers as Base Bid items.
- F. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions or Specifications. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- G. Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- H. Owner reserves the right to reject the Bid of any Bidder for any reason in Owner's sole discretion.
- I. If the Contract is to be awarded, it will be awarded to the low, responsive, responsible Bidder, based on the total Bid price.
- J. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.
- K. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout including The Illinois Prevailing Wage Act (820 ILCS 13010.01 et.seq.); Illinois Public Works Preference Act (30 ILCS 560 et.seq.); The Employment of Illinois Workers on Public Works Act (30ILCS 570 et.seq.); The Public Works Employment Discrimination Act (775 ILCS 1010.01 et.seq.).
- L. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between Owner and the Bidder.

#### 1.17 PERFORMANCE AND OTHER BONDS

- A. Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required Contract Security.

#### 1.18 SIGNING OF AGREEMENT

- A. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned counterparts of the Agreement. Within fifteen (15) days thereafter Contractor shall sign and deliver at least five counterparts of the Agreement and copies of the required Certificates of Insurance to Owner. Within ten days thereafter Owner will deliver fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.
- B. The Owner within ten (10) days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

- C. The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

#### 1.19 RESPONSIBLE BIDDER'S POLICY

- A. The City of Aurora City Code Section 2-331 -Definitions describes the definition of a "Responsible Bidder" as follows: A bidder who meets all of the job specifications and who submits evidence of compliance with the following applicable criteria:
1. All applicable laws prerequisite to doing business in Illinois.
  2. Evidence of compliance with:
    - a. Federal Employer Tax Identification Number or Social Security Number (for individuals).
    - b. Equal Opportunity Employer provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
  3. Certificates of insurance indicating the following coverages: general liability, worker's compensation, completed operations, automobile, hazardous occupation, pollution, and product liability.
  4. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance, and retirement for those trades covered in the Act. All bids must comply with the Illinois Prevailing Wage Act; and the Prevailing Rate of Hourly Wages in the City of Aurora shall be paid to all persons on the project.
  5. The bidder for all such contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
  6. All bidders are required to turn in certified payroll records as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.
  7. All bidders must demonstrate a good faith effort toward providing equal employment opportunities for residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the labor force available in the city.
  8. All bidders must provide evidence of relevant experience that indicates the necessary capacity to perform the project and must provide adequate reference(s) verifying the quality of work performed."
- B. Prior to awarding a contract to the apparent low bidder, the City must determine if the bidder is a "responsible bidder" by verifying compliance with the above requirements. In order to do this in a timely fashion, the contractor is required to submit with their initial bid documentation, at a minimum, the below listed items:
1. A current certificate indicating that the certificate holder participates in an active apprenticeship program approved and registered with the U.S. D.O.L (number 5 above).
  2. A signed and dated letter from the certificate holder indicating that the bidder may use the certificate to meet the above listed responsible bidder requirements for this specific project (number 5 above).

3. A signed and dated letter from the bidder indicating that they have demonstrated a good faith effort to provide equal opportunity employment for City of Aurora residents (number 7 above).

1.20 ILLINOIS FREEDOM OF INFORMATION ACT (FOIA)

- A. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement

1.21 MISCELLANEOUS

- A. The Contract will be awarded for a two (2) year term duration. Additional information on this item is included in Special Provision SP-11.
- B. Information on adjustment of the unit process can be found in Special Provision SP-10.

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## **Pre-Bid Meeting**

Project: Lime Sludge Removal and Disposal

Date: July 15, 2020

Time: 10:00 a.m.

Location: City of Aurora, IL Water Treatment Facility  
1111 Aurora Ave.  
Aurora, IL 60505

Purpose:

1. Discuss the bidding requirements
2. Receive any questions regarding the bidding and contracting requirements
3. Visit the site area regarding lime sludge storage and hauling
4. Discuss site access and operational constraints

Attendance: **Optional**

PROPOSAL SUBMITTED BY:

---

Contractor's Name

---

Street

---

City

State

Zip Code

---

Phone No.

Fax No.

## BID PROPOSAL COVER SHEET

For

**City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020**

**Bid No. 20-35**

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## Bid Proposal Form

Project: Lime Sludge Removal and Disposal

SUBMITTED BY:

---

---

SUBMITTED TO: CITY OF AURORA, ILLINOIS

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 Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty days after the day of Bid opening. Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of Owner's Notice of Award.

1.03 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined copies of all the Contract Documents and of the following addenda:

Date	Number
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of Document 00120 - Advertisement for Bids and Document 00200 - Instructions to Bidders.

B. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

1.04 The Owner requires all Bidders to make the following certification as a part of their bids:

A. "In conjunction with this bid or any other bid for a public contract within the State of Illinois, the Bidder warrants and certifies that the Bidder has not violated the bid-rigging prohibition of P.A. 85-1295 Oil. Rev. Stat. ch 38, par 33E-3), within the last five (5) years, and has not violated the bid rotation prohibition of P.A. 85-1295 IL Rev. Stat. ch 38, par 33E-4), at any time."

B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- 1.05 By submission of the bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:
- A. The prices in the Bid 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.
- 1.06 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 that he or she has not participated, and will not participate, in any action contrary to 1.05.A through 1.05.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 or she 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 1.05.A through 1.05.C above, and as their agent shall so certify; and shall also certify that he or she has not participated, and will not participate, in any action contrary to 1.05.A through 1.05.C above.
- 1.07 The Bidder proposes to accept as full payment for the work specified herein the amount computed below based on the following unit price and lump sum amounts. The Bidder agrees that the unit price and lump sum amounts represent a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for on these Contract Documents. The amounts shall be shown in figures.
- 1.08 It is the purpose of this bid to determine a Contractor to perform both land application and landfilling of the lime sludge material and all appurtenant Work as required by the Contract Documents.
- A. Bidders shall fill in unit cost and lump sum prices for **all blank spaces** on the following pages.
  - B. All quantities listed are estimates for a full 12 months' work.
  - C. Detailed descriptions of each unit price item are listed in the Special Provisions SP-3.
  - D. Bidder's shall provide their Registered Sludge Applicator IEPA Permit No. on the line shown below the totals.



1.08 (cont.) Bidder will complete the Work for the following price(s):

Item No.	Description	Estimated Quantity	Unit	Unit Price	Unit Amount
1.	<b>Land Application</b> Excavation, Transportation, Land Application, and Documentation of Lime Sludge Application to Land Application Site(s)	19,000	Wet Tons	_____	\$ _____
2.	<b>Landfill Disposal</b> Excavation, Transportation, Disposal, and Documentation of Lime Sludge Disposal to Landfill Disposal Facility(s).	19,000	Wet Tons	_____	\$ _____
3.	<b>Miscellaneous Work</b> Provide Labor, Operator and Equipment for Miscellaneous Work	100	Hours	_____	\$ _____
4.	<b>Underdrain</b> Removal, Disposal, and Replacement of Underdrain System	1,500	Linear Feet	_____	\$ _____
5.	<b>Drainage Pipe - 4-inch</b> Installation of Additional 4 inch Drainage Tile	10,000	Linear Feet	_____	\$ _____
6.	<b>Stone Aggregate – Open Graded</b> Supply and Installation of Stone Aggregate – Open Graded (Pea Gravel)	500	Tons	_____	\$ _____
7.	<b>Crushed Limestone – CA 6</b> Supply and Installation of Crushed Limestone, CA-6	500	Tons	_____	\$ _____
8.	<b>Additional Items Ordered by Owner</b>	1	Lump sum		\$ <u>20,000.00</u>

TOTAL BID FOR ALL UNIT PRICES:

\$ \_\_\_\_\_  
(use numbers)

\_\_\_\_\_  
(use words)

Unit Prices have been computed in accordance with paragraph 11.03. of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Registered Sludge Applicator - IEPA Permit No.: \_\_\_\_\_

1.09 NOTE:

- A. Bidder agrees that the Work will be completed on the schedule described in the Contract Documents and/or before the dates or within the number of calendar days indicated in the Agreement.
- B. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- C. The Bidder acknowledges that the Owner may accept any or all of the listed alternative Items.

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

- A. Required Bid Security in the form of \_\_\_\_\_ or executed Document 00431 -Bid Bond.
- B. Document 00436 -Proposed Subcontractors
- C. Document 00451 -Statement of Bidder's Qualifications
- D. Document 00452 -Affidavit of Experience
- E. Document 00454 -Bidder's Certification
- F. Document 00455 -Non-collusion Affidavit
- G. Document 00456 – Apprenticeship or Training Program Certification
- H. Document 00457 – Local Vendor Preference Application (if applicable)
- I. Responsible Bidder Items from Document 00200, Instruction to Bidders, Item 1.19 B.

1.11 Communications concerning this Bid shall be addressed to:

The address of Bidder indicated in Article 1.13 below OR

To the following address: (Circle one)

---

---

---

1.12 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions or as modified in the Supplementary Conditions.

Bid Submitted on \_\_\_\_\_ , 20\_\_\_\_.

1.13 If Bidder is:

A. An individual:

By \_\_\_\_\_ (Seal)  
(individual's signature)

\_\_\_\_\_  
(individual's name)

Doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

B. A Partnership:

By \_\_\_\_\_ (Seal)  
(Firm Name)

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Name of General Partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

C. A Corporation:

By \_\_\_\_\_ (Seal)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Signature of person authorized to sign)

\_\_\_\_\_  
(Name and title of person authorized to sign)

(Corporation Seal)

Attest \_\_\_\_\_  
(Signature of Secretary)

\_\_\_\_\_  
(Name of Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

D. A Joint Venture:

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

(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).

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

**Bid Bond**

Bidder (Name and Address):

---

---

---

Surety (Name and Address of Principal Place of Business):

---

---

---

Owner (Name and Address):

---

---

---

Bid:

Bid Due Date: \_\_\_\_\_

Project (Brief Description Including Location):

---

---

Bond

Bond Number: \_\_\_\_\_

Date; (Not Later Than Bid Due Date): \_\_\_\_\_

Penal sum: \_\_\_\_\_

IN WITNESS THEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized agent, officer, or representative.

Bidder

\_\_\_\_\_(seal)

Bidder's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

Surety

\_\_\_\_\_(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title

- Notes: 1. Above addresses are to be used for giving required notice.  
2. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.  
3. Surety companies executing Bonds must be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable

Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and be authorized to transact business in the State of Illinois.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - a. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - b. All bids are rejected by Owner, or
  - c. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

**Proposed Subcontractors**

1.01 The following information gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the Bidder is awarded the Contract. No subcontractor doing work in excess of 10% of the total amount of the bid and who is not listed shall be used without the written approval of the Owner.

A. Type of Work: Permitted Landfill

Description of work: \_\_\_\_\_

Dollar Value of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

B. Type of Work: Hauler/Trucking Company

Description of work: \_\_\_\_\_

Dollar Value of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

C. Type of Work: Onsite Operator

Description of work: \_\_\_\_\_

Dollar Value of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

D. Type of Work: \_\_\_\_\_

Description of work: \_\_\_\_\_

Dollar Value of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_



- E. Type of Work: \_\_\_\_\_  
Description of work: \_\_\_\_\_  
Dollar Value of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- F. Type of Work: \_\_\_\_\_  
Description of work: \_\_\_\_\_  
Dollar Value of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- G. Type of Work: \_\_\_\_\_  
Description of work: \_\_\_\_\_  
Dollar Value of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

1.02 Signature of Bidder \_\_\_\_\_  
Individual or Corporate Name

By \_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Name of Authorized Individual)

Address \_\_\_\_\_  
\_\_\_\_\_

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## Statement of Bidder's Qualifications

(To be completed and submitted by each Bidder)

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. Qualification statements made herein shall reflect the Bidder (Individual, partnership or corporation) proposing to enter into contract for the work and not prior business experience of the Bidder. The Bidder may submit any additional information he desires.

1. Name of bidder: \_\_\_\_\_

2. Permanent main office, including City, State, and zip code:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

3. When organized: \_\_\_\_\_

4. If a corporation, where incorporated. \_\_\_\_\_

5. How many years have you been engaged in the same type of work contemplated herein under your present firm or trade name? \_\_\_\_\_

How many years have you been engaged in the same type of work contemplated herein under a past firm or trade name? \_\_\_\_\_

6. Contracts already on hand for the proposed contract period: (Schedule these showing gross amount of each contract and the appropriate anticipated dates of start and completion).

Contract Name & Description Date	Gross Amount	Start Date	Completion
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. General character of work performed by your company:

8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why?

9. Have you ever defaulted on a contract? \_\_\_\_\_

If so, where and why? Give full details.

10. List five major contracts recently completed by you in the past two years stating approximate gross value for each, and the month and year completed and a reference with telephone number who may be contacted for each (Owner or Engineer). List major components for each project.

Project No. 1 \_\_\_\_\_

Owner \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person \_\_\_\_\_

Engineer \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Completion Date \_\_\_\_\_

Approximate gross value \_\_\_\_\_

Major project components \_\_\_\_\_

Project No. 2 \_\_\_\_\_

Owner \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person \_\_\_\_\_

Engineer \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Completion Date \_\_\_\_\_

Approximate gross value \_\_\_\_\_

Major project components \_\_\_\_\_

Project No. 3 \_\_\_\_\_

Owner \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person \_\_\_\_\_

Engineer \_\_\_\_\_

Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Approximate gross value \_\_\_\_\_  
Major project components \_\_\_\_\_  
\_\_\_\_\_

Project No. 4 \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Engineer \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Approximate gross value \_\_\_\_\_  
Major project components \_\_\_\_\_  
\_\_\_\_\_

Project No. 5 \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Engineer \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Approximate gross value \_\_\_\_\_  
Major project components \_\_\_\_\_  
\_\_\_\_\_

11. List your major equipment available for this contract.

12. Attach description of experience in work similar in importance to this project. Bidders must demonstrate through examples of past project experience that they have successfully bid, bonded, contracted for and completed municipal work of the same type contemplated herein, as the prime bidder/Contractor under their present business organization.
13. Attach resumes and/or description of background and experience of the principal members of your organization including the officers, project manager, and field superintendent.

14. Give bank or financial reference including name and phone number of individual who can discuss your line of credit.

Institution Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_

Institution Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_

15. Line of Credit available: \_\_\_\_\_

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? \_\_\_\_\_

17. (a) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion?  
\_\_\_\_\_

If so, give full details.

- (b) Have you ever been accused of discrimination based upon race, color, nationality, or religion in any action or legal proceedings, including any proceeding related to any Federal Agency?  
\_\_\_\_\_

If so, give full details.

18. Are you in compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered by the Act?  
\_\_\_\_\_

If not, give full details.

19. To show compliance with the Federal Employer Tax Identification Number or Social Security Number (for individuals), provide a copy of Form W9.

20. Are you in compliance with the Equal Opportunity Employer provisions of the United States Code?  
\_\_\_\_\_

If not, give full details.

21. Give proposed bonding company, agent's name and phone number.

Bonding Company Name \_\_\_\_\_  
Agent's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

22. The undersigned hereby authorizes and requests any person, or firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Contractor's Registration Number: \_\_\_\_\_

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Name of Bidder)

By

(Signature of authorized person)

(Name of authorized person)

# Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )SS

\_\_\_\_\_, being duly sworn, deposes and says that he is

\_\_\_\_\_, of \_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Notary Public)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

**Affidavit of Experience**  
**(The affidavit must be executed)**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly  
sworn, says that he is \_\_\_\_\_, of  
(Sole Owner, Member of Firm, Corporate Official)

\_\_\_\_\_ which  
(Individual, Firm or Corporate Name)  
has done work for the following parties of the general kind and approximate magnitude required under  
this contract:

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

and that \_\_\_\_\_ owns or has available for  
immediate use on (He, Said Firm Said Corporation) the proposed work the following plant and  
equipment:

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

and that \_\_\_\_\_ will be assigned to the work  
under this contract, (Name of Superintendent) and that his experience in this kind of work is as follows:

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

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Seal)  
Notary Public

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## Bidder's Certification

I/We do hereby certify that:

1. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
2. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or Section 33E-4, of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
3. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
4. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of the Federal State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1973) and 775 ILCS 5/2 – 105(A).
5. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
6. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor. All bids must comply with the Illinois Prevailing Wage Act; and the Prevailing Rate of Hourly Wages in the City of Aurora shall be paid to all persons on the project.
7. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.
8. I/We will abide by all other Federal, State, and local codes, rules, regulations, ordinances, and statutes.

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

before me appeared (Name) \_\_\_\_\_

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm), \_\_\_\_\_

\_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_ Commission Expires \_\_\_\_\_

Notary Seal

END OF DOCUMENT



City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

**Non-Collusion Affidavit**

(This Affidavit must be executed)

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

being first duly sworn, deposes and says that he is \_\_\_\_\_

(Sole Owner, a Partner, President, Secretary, etc.) of \_\_\_\_\_

\_\_\_\_\_ the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
Bid No. 20-35  
July 2020

## Apprenticeship or Training Program Certification

*All contractors are required to complete the following certification:*

☐ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

---

---

---

---

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

---

---

---

---

- VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

---

---

---

---

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

Title: \_\_\_\_\_



## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, amended with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: \_\_\_\_\_
- 2) Name of Business: \_\_\_\_\_
- 3) Address of Local Office: \_\_\_\_\_
- 4) City, State, Zip: \_\_\_\_\_
- 5) Company's Web Address: \_\_\_\_\_
- 6) Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 7) County your Local Business is Located In: \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **Sec. 2-410.-Prequalification; local bidder.**

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
  - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
  - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

***Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.***

***Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.***

**Return completed application, with all required backup documentation to:**

**City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507**

**Or email to: [PurchasingDL@Aurora-il.org](mailto:PurchasingDL@Aurora-il.org)**

---

Do not write below this line: For City of Aurora use ONLY

- (a) a.  
(a) b.  
(a) c.

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_  
Initials: \_\_\_\_\_

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## Notice of Award

Dated \_\_\_\_\_, 20\_\_\_\_.

TO: \_\_\_\_\_  
(Bidder)

Project/Work: \_\_\_\_\_

Contract for \_\_\_\_\_

\_\_\_\_\_  
You are notified that your proposal dated \_\_\_\_\_, 20\_\_\_\_, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for

\_\_\_\_\_  
The Contract Price of your contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Five copies of the proposed Contract Documents accompany this Notice of Award. You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by \_\_\_\_\_, 20\_\_\_\_.

- 1 You must deliver to the Owner five fully executed counterparts of the Agreement including all the Contract Documents.
- 2 You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders and the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice Of Award, and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

By \_\_\_\_\_  
(Owner)  
\_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

Acceptance of Notice

Receipt of the Notice of Award is hereby acknowledged:

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## Agreement Form

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_ by and between the City of Aurora, Illinois (hereinafter called the Owner) and

---

(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents.

The Work is generally described as follows:

The work includes, but is not limited to, the removal, hauling, and disposal of lime sludge, via land application and landfilling, as generated by the City of Aurora, IL Water Treatment Plant and all related site/lagoon work necessary to complete the project in accordance with the Contract Documents, including the Bid Proposal Form and for the approximate listed quantities for each disposal method.

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

CITY OF AURORA, ILLINOIS  
WATER PRODUCTION DIVISION  
LIME SLUDGE REMOVAL AND DISPOSAL  
1111 AURORA AVENUE  
AURORA, IL 60505

### Article 3. CONTRACT TIME

- 3.1 The Work will be started and completed as described in the Contract Documents and the Special Provisions and be ready for final payment in accordance with paragraph 14.07 of the General Conditions
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not actively completed within the time guidelines specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions; and as stated in the SUPPLEMENTARY CONDITIONS; and as stated in the SPECIAL PROVISIONS. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not continuously 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 an amount as set forth in the SUPPLEMENTARY CONDITIONS for each day that expires after the time guidelines specified in paragraph 3.1; and as stated in the SUPPLEMENTARY

CONDITIONS, and as stated in the SPECIAL PROVISIONS, for completion of the work. It is agreed that the sum set forth as Liquidated Damages represents Owner's estimate of actual damages from failure to complete the work in a timely manner and said sum has not been arrived at arbitrarily.

#### Article 4. CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds in the amounts as shown in the attached Bid Proposal Form.

#### Article 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions, and the Special Provisions. Applications for Payment will be processed by Owner as provided in the General Conditions, the Supplementary Conditions, and the Special Provisions.

- 5.1 Progress payments will be subject to verification of payment to subcontractors and suppliers of goods and services as set forth in Supplementary Conditions and Special Provisions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said paragraph 14.07.

#### Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 The Owner requires all Bidders to make the following certification as a part of their bids:

"In conjunction with this bid or any other bid for a public contract within the State of Illinois, the Bidder warrants and certifies that the Bidder has not violated the Bid Rigging Statute (720 ILCS 5/33 E-3), within the last five (5) years, and has not violated the Bid Rotating Statute 720 ILCS 5/33 E-4) at any time."
- 6.3 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by Owner in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.4 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.3 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
- 6.5 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.6 Contractor has given Owner written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.



## Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work, are made a part hereof and consist of the following:

- 7.1 This Agreement Form (Document 00520).
- 7.2 Performance Bond (Document 00613)
- 7.3 Payment Bond (Document 00616)
- 7.4 Notice of Award (Document 00510)
- 7.5 Notice to Proceed (Document 00550)
- 7.6 Standard General Conditions (Document 00700).
- 7.7 Supplementary Conditions (Document 00800).
- 7.8 Special Provisions, including Attachments (Document 00810).
- 7.10 Prevailing Wages (Document 00820).
- 7.11 Tax Exemptions (Document 00830).
- 7.13 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 7.14 Bid Proposal Form (Document 00410)
- 7.15 Bid Bond (Document 00431)
- 7.16 Attachments as listed in Bid Proposal Form
- 7.17 Advertisement for Bids (Document 00120).
- 7.18 Instructions to Bidders (Document 00200).
- 7.19 Division 1 – General Requirements (Specifications)
- 7.20 Documentation submitted by Contractor prior to Notice of Award.
- 7.21 Any Change Orders, duly delivered after execution of Agreement.

Only printed or hard copies of the items listed in this article are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents. There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Change Order (as defined in Article 1 of the General Conditions).

## Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

## Article 9. OTHER PROVISIONS

NONE

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in quintuplicate. One counterpart each has been delivered to Owner and Contractor.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

A CORPORATION:

Owner \_\_\_\_\_

Contractor \_\_\_\_\_

By \_\_\_\_\_  
(Signature of authorized person)

By \_\_\_\_\_  
(Signature of authorized person)

\_\_\_\_\_  
(Name of authorized person)

\_\_\_\_\_  
(Name of authorized person)

\_\_\_\_\_  
(Title of authorized person)

\_\_\_\_\_  
(Title of authorized person)

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Address for giving notices

Address for giving notices

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

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

AN INDIVIDUAL:

By \_\_\_\_\_(SEAL)  
(Signature)

\_\_\_\_\_  
(Name)

DBA \_\_\_\_\_

Business Address \_\_\_\_\_

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

Phone No. \_\_\_\_\_

A PARTNERSHIP:

By \_\_\_\_\_(SEAL)  
(Firm Name)

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Name of General Partner)

Business Address \_\_\_\_\_

\_\_\_\_\_  
Phone No. \_\_\_\_\_

A JOINT VENTURE:

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(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).

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

**Notice to Proceed**

Dated \_\_\_\_\_, 20\_\_\_\_.

TO: \_\_\_\_\_  
(Bidder)

Project/Work: \_\_\_\_\_

Contract for \_\_\_\_\_  
\_\_\_\_\_

You are notified that the Contract Time under the above contract will commence to run on

\_\_\_\_\_, 20\_\_\_\_. By that date you are to be ready to start performing the work and your other obligations under the Contract Documents. Before you may start any work at the site, you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

\_\_\_\_\_  
(Owner)  
  
By \_\_\_\_\_  
(Authorized Signature)  
  
\_\_\_\_\_  
(Printed Name)  
  
\_\_\_\_\_  
(Title)

Acceptance of Notice  
Receipt of the Notice to Proceed is hereby acknowledged:

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of contractor)

---

(Address of contractor)

A \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

---

(Name of Surety)

---

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_  
(Name of Owner)

---

(Address of Owner)

Hereinafter called Owner, in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the performance of the Lime Sludge Hauling and Disposal work for the Owner.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

_____	_____
(Principal Secretary)	Principal
	By _____/s/

(SEAL)

_____	_____
(Witness as to Principal)	(Address)
_____	_____
(Address)	

ATTEST:

_____	_____
(Surety) Secretary	Surety
	By _____/s/

(SEAL)

_____	_____
Witness as to Surety	Attorney-in-fact
_____	_____
(Address)	(Address)
_____	_____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is Partnership, all partners should execute BOND.

IMPORTANT --Surety companies executing BONDS must be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and be authorized to transact business in the State of Illinois.

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of contractor)

---

(Address of contractor)

A \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

---

(Name of Surety)

---

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

---

(Name of Owner)

---

(Address of Owner)

Hereinafter called Owner, in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the performance of the Lime Sludge Removal and Disposal work for the Owner.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amount due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the performance of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

_____	_____
(Principal Secretary)	Principal
	By _____/s/

(SEAL)

_____	_____
(Witness as to Principal)	(Address)
_____	_____
(Address)	

ATTEST:

_____	_____
(Surety) Secretary	Surety
	By _____/s/

(SEAL)

_____	_____
Witness as to Surety	Attorney-in-fact
_____	_____
(Address)	(Address)
_____	_____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is Partnership, all partners should execute BOND.

IMPORTANT --Surety companies executing BONDS must be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and be authorized to transact business in the State of Illinois.

END OF DOCUMENT



City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## Change Order Form

**Order No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name of Project/Work:** Lime Sludge Removal and Disposal

**Owner:** City of Aurora, IL

**Contractor:** \_\_\_\_\_

This Change Order Form will amend the original Contract Agreement between the above listed parties and signed by them on \_\_\_\_\_. All provisions of the original Contract Agreement, except as modified by this Amendment, remain in full force and effect, and are reaffirmed.

**The following changes are hereby made to the Contract Agreement between the above listed parties:**

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

**Justification:**

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

**Change to Contract Price:**

Original Contract Agreement Price: \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Orders: \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (increased) (decreased) by: \$ \_\_\_\_\_

The new Contract Price including this Change Order will be: \$ \_\_\_\_\_

**Change to Contract Time:**

The Contract Time will be (increased) (decreased) by \_\_\_\_\_ calendar days.

Requested by:

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

Accepted by:

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

END OF DOCUMENT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	<b>Page</b>
Article 1 – Definitions and Terminology .....	1
1.01 Defined Terms.....	1
1.02 Terminology .....	5
Article 2 – Preliminary Matters .....	6
2.01 Delivery of Bonds and Evidence of Insurance .....	6
2.02 Copies of Documents .....	6
2.03 Commencement of Contract Times; Notice to Proceed.....	6
2.04 Starting the Work .....	7
2.05 Before Starting Construction .....	7
2.06 Preconstruction Conference; Designation of Authorized Representatives .....	7
2.07 Initial Acceptance of Schedules .....	7
Article 3 – Contract Documents: Intent, Amending, Reuse .....	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	9
3.04 Amending and Supplementing Contract Documents .....	9
3.05 Reuse of Documents .....	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points.....	11
4.01 Availability of Lands.....	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions .....	12
4.04 Underground Facilities.....	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site .....	14
Article 5 – Bonds and Insurance.....	16
5.01 Performance, Payment, and Other Bonds.....	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance .....	17
5.04 Contractor’s Insurance .....	17
5.05 Owner’s Liability Insurance.....	19
5.06 Property Insurance.....	19
5.07 Waiver of Rights .....	20
5.08 Receipt and Application of Insurance Proceeds .....	21

5.09	Acceptance of Bonds and Insurance; Option to Replace .....	21
5.10	Partial Utilization, Acknowledgment of Property Insurer.....	22
Article 6 – Contractor’s Responsibilities .....		22
6.01	Supervision and Superintendence.....	22
6.02	Labor; Working Hours .....	22
6.03	Services, Materials, and Equipment .....	22
6.04	Progress Schedule .....	23
6.05	Substitutes and “Or-Equals” .....	23
6.06	Concerning Subcontractors, Suppliers, and Others.....	25
6.07	Patent Fees and Royalties .....	27
6.08	Permits.....	27
6.09	Laws and Regulations .....	28
6.10	Taxes .....	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection .....	29
6.14	Safety Representative.....	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies .....	30
6.17	Shop Drawings and Samples .....	31
6.18	Continuing the Work.....	32
6.19	Contractor’s General Warranty and Guarantee .....	33
6.20	Indemnification .....	33
6.21	Delegation of Professional Design Services.....	34
Article 7 – Other Work at the Site .....		35
7.01	Related Work at Site .....	35
7.02	Coordination.....	35
7.03	Legal Relationships.....	36
Article 8 – Owner’s Responsibilities.....		36
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data .....	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests.....	36
8.06	Insurance.....	36
8.07	Change Orders.....	37
8.08	Inspections, Tests, and Approvals .....	37
8.09	Limitations on Owner’s Responsibilities .....	37
8.10	Undisclosed Hazardous Environmental Condition .....	37
8.11	Evidence of Financial Arrangements.....	37
8.12	Compliance with Safety Program.....	37
Article 9 – Engineer’s Status During Construction.....		37
9.01	Owner’s Representative .....	37

9.02	Visits to Site .....	37
9.03	Project Representative.....	38
9.04	Authorized Variations in Work .....	38
9.05	Rejecting Defective Work.....	38
9.06	Shop Drawings, Change Orders and Payments.....	39
9.07	Determinations for Unit Price Work .....	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work .....	39
9.09	Limitations on Engineer's Authority and Responsibilities .....	39
9.10	Compliance with Safety Program .....	40
Article 10 –	Changes in the Work; Claims .....	40
10.01	Authorized Changes in the Work .....	40
10.02	Unauthorized Changes in the Work.....	41
10.03	Execution of Change Orders.....	41
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work .....	42
11.01	Cost of the Work.....	42
11.02	Allowances .....	45
11.03	Unit Price Work .....	45
Article 12 –	Change of Contract Price; Change of Contract Times .....	46
12.01	Change of Contract Price .....	46
12.02	Change of Contract Times .....	47
12.03	Delays .....	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	48
13.01	Notice of Defects.....	48
13.02	Access to Work .....	48
13.03	Tests and Inspections .....	49
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	50
13.06	Correction or Removal of Defective Work .....	50
13.07	Correction Period .....	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work .....	52
Article 14 –	Payments to Contractor and Completion .....	52
14.01	Schedule of Values.....	52
14.02	Progress Payments .....	52
14.03	Contractor's Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization .....	56
14.06	Final Inspection .....	57
14.07	Final Payment.....	57
14.08	Final Completion Delayed .....	58

14.09 Waiver of Claims .....	58
Article 15 – Suspension of Work and Termination .....	59
15.01 Owner May Suspend Work.....	59
15.02 Owner May Terminate for Cause .....	59
15.03 Owner May Terminate For Convenience .....	60
15.04 Contractor May Stop Work or Terminate.....	60
Article 16 – Dispute Resolution .....	61
16.01 Methods and Procedures .....	61
Article 17 – Miscellaneous .....	61
17.01 Giving Notice .....	61
17.02 Computation of Times .....	62
17.03 Cumulative Remedies .....	62
17.04 Survival of Obligations .....	62
17.05 Controlling Law .....	62
17.06 Headings .....	62

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.



12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01   *Delivery of Bonds and Evidence of Insurance***

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### **2.02   *Copies of Documents***

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### **2.03   *Commencement of Contract Times; Notice to Proceed***

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

## 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01   *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02   *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:



1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

#### A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

#### B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### **4.01   *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **4.02   *Subsurface and Physical Conditions***

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01   *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### **5.02   *Licensed Sureties and Insurers***

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:



- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

## 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

## 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

## 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be



required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. *Submittal Procedures:*

##### 1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

*D. Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

*E. Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

**6.18** *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

#### 6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .



- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### **7.01 *Related Work at Site***

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### **7.02 *Coordination***

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### 8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

#### 8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

#### 9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

#### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data



shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
  1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
  1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

## 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### **12.01 *Change of Contract Price***

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **13.01 *Notice of Defects***

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### **13.02 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.



- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### *A. Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*B. Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

*14.03 Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

*14.04 Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying



documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

*14.08 Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

*14.09 Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  - 3. Contractor's repeated disregard of the authority of Engineer; or
  - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
  - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### **16.01 *Methods and Procedures***

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
  - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### **17.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

#### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **Supplementary Conditions**

**SC-1. Supplementary Conditions**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (2007 Edition) have the meanings assigned to them in the General Conditions.

**SC-2. Contract Documents (Re: GC-1.01 A12)**

Amend the definition of CONTRACT DOCUMENTS contained in Article 1 of the General Conditions to read as follows:

The terms "Bid" and "Proposal" as used herein are interchangeable.

**SC-3. Certificates of Insurance (Re: GC-2.01.B.)**

Delete paragraph 2.01 B. of the General Provisions in its entirety and insert the following in its place:

2.01 B. Before any Work at the site is started, Contractor shall deliver to Owner with a copy to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with Article 5 of the General Conditions and in accordance with the Supplementary Conditions.

**SC-4. Copies of Documents (Re: GC-2.02)**

Delete paragraph 2.02 of the General Conditions in its entirety and insert the following in its place: "Owner shall furnish to the Contractor up to five (5) copies of the Contract Documents for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction."

**SC-5. Conflict of Documents (Re: GC-3.03 B)**

Add a new paragraph 3.03 B 1 c. immediately following paragraph 3.03 B 1 b of the General Conditions which is to read as follows:

3.03 B 1 c. In the event that any of the provisions contained in the General Conditions, Supplementary Conditions, General Specifications or Special Provisions conflict, it is understood and agreed by both parties hereto that instructions or information in the Special Provisions shall prevail.

**SC-6. Subsurface Conditions (Re: GC-4.02)**

Delete paragraphs 4.02 of the General Conditions in its entirety and insert the following in its place:

4.02 SUBSURFACE CONDITIONS -When the Drawings, other Contract Documents, or other information made available to the contractor and bidders, include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The Owner assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or

implied, that the conditions indicated are representative of those existing throughout the WORK, or that unanticipated developments may not occur. The nature and character of soils actually encountered and ground water elevations actually encountered in performing the work shall not be a basis for any claim or additional payment to the Contractor except as may otherwise be provided for as rock excavation.

The bidder is encouraged to perform their own subsurface exploration by digging test pits, borings, or by other methods that they may prefer. Should the Bidder perform exploratory excavations or borings, the Contractor shall be responsible for obtaining all necessary bonds and permits from the appropriate governmental agency(s), including the City of Aurora. Upon completion of any test pits or borings the contractor shall back fill the excavations and remove any excess spoils from the site. Any excavations or borings performed within paved areas shall be backfilled with CA-6, and restored with a minimum of six inches (6") of bituminous concrete pavement.

**SC-7. Physical Conditions (Re: GC-4.04)**

Delete paragraphs 4.04 of the General Conditions in its entirety and insert the following in its place:

**4.04 PHYSICAL CONDITION -UNDERGROUND FACILITIES-**When the drawings or other Contract Documents include information pertaining to the location, size, material, description or type of underground utility facilities, such information is only included for the convenience of the Bidder. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information shown on the plans relative to the location, size, material, description or type of underground utility facilities.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown on the plans, the Contractor, for the purpose of preparing a bid, shall assume that every property parcel will be served by a service connection for each type of utility.

It shall be the Contractor's responsibility to determine the actual location of all existing underground facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility company of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the utility companies for removal or adjustment where removal or adjustment is required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner shall also be immediately notified. Any such mains and services disturbed by the Contractor's operations shall be restored to service at once. Whenever possible, residents shall be notified in advance if their service is to be disconnected and no house shall be left without service overnight. The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the owner of the utility. Where protection is required to insure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

**SC-8. Difficulties Encountered (Re: GC-4.07)**

Add a new paragraph 4.07 immediately following paragraph 4.06 I. of the General Conditions which is to read as follows:

**4.07** All bidders for the work under this Contract are required before submitting all proposals, to examine the site of the work and adjacent premises, and the various means of approach to the site, and to make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all work involved in the complete execution of this contract, and as to the facilities for delivering, handling and installing the construction equipment and the conditions and difficulties that will be encountered in the performance of the work specified herein. No pleas of ignorance of conditions that exist or that may hereafter exist, or of difficulties

that will be encountered in the execution of the work hereunder as a result of failure to make necessary examinations and investigations, will be accepted as a sufficient excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of this contract, or will be accepted as a basis for any claim whatsoever for extra compensation.

SC-9. Certificate of Insurance (Re: GC-5.03 A)

Add a new sentence at the end of paragraph 5.03 A of the General Conditions which is to read as follows:

5.03 A Certificates of Insurance (2) to be delivered to the Owner shall be in a standard industry-wide accepted form.

SC-10 Contractor's Liability Insurance (Re: GC-5.04 A)

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04 A 1 and 5.04 A 2 Workers' Compensation, etc. under paragraphs 5.04 A 1 and 5.04 A 2 of the General Conditions

(1) State:	Statutory
(2) Applicable Federal (e.g. Longshoreman's):	Statutory
(3) Employer's Liability:	\$500,000 Each Accident \$500,000 Each Employee \$500,000 Policy Limit

5.04 A 3, 5.04 A 4 and 5.04 A 5 Comprehensive General Liability (under paragraphs 5.04 A 2 through 5.04 A 5 of the General Conditions):

(1)	\$2,000,000	Products -Completed Operations Aggregate
(2)	\$1,000,000	Personal & Advertising Injury (Per Person/Organization)
(3)	\$50,000	Damage to Rented Premises
(4)	\$5,000	Medical Expenses
(5)	Property Damage Liability Insurance will provide Explosion, Collapse and Underground Coverages Where Applicable	
(6)	\$2,000,000	General Aggregate
(7)	\$1,000,000	Each Occurrence

5.04 A 6 Automobile Liability:

(1) \$1,000,000	Combined Single Limit
-----------------	-----------------------

The Contractor shall provide an Excess Liability (Umbrella) Policy in the amount of \$5,000,000, each occurrence, and \$5,000,000, general aggregate.

The contractor shall also provide a separate Pollution Liability Policy in the amount of \$5,000,000.

SC-11. Contractor's Liability Insurance (Re: GC-5.04)

Add a new paragraph 5.04 C immediately following paragraph 5.04 B 6. b. of the General Conditions which is to read as follows:

**5.04 C. RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons



or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter or before set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as a primary, non-contributory additional insured and provide separate coverage for the City with an owner's protective policy. All insurance provided by Contractor, extending to Owner as additional insurance, shall be primary and insurance maintained by Owner shall be excess and not contributing with Contractor's insurance.

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any subcontractor for damages due to losses to Owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

#### SC-12. Contractor's Liability Insurance (Re: GC-5.04)

Add a new paragraph 5.04 D immediately following paragraph 5.04 C of the General Conditions which is to read as follows:

##### WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said Owner from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said Owner by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said Owner and indemnify the Owner therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way shall the Owner be considered a joint employer of same under any circumstance.

SC-13. Owner's Liability Insurance (Re: GC\_5.05)

Delete paragraph 5.05 of the General Conditions in its entirety and insert the following in its place:

5.05 The Contractor shall purchase and maintain, at his expense, a separate Owners' Protective Liability Policy naming the Owner as the insured. Said insurance shall afford the same protection and in the same amounts as required for the Contractor's Comprehensive General Liability policy and shall protect the Owner from all claims for bodily injury and property damage arising from work performed by the Contractor including employees of the Contractor and Subcontractor.

SC-14. Property Insurance (Re: GC-5.06 A)

Delete paragraph 5.06 A of the General Conditions in entirety and insert the following in its place:

5.06 A Unless otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by law). This insurance shall include the interest of OWNER, CONTRACTOR and Subcontractors in the work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided, CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty (30) days prior written notice has been given to OWNER.

SC-15. Insurance -General (Re: GC-5)

Delete paragraphs 5.06 B, 5.07 B, 5.08, 5.09, 5.10 and 8.06 of the General Conditions in their entirety.

SC-16. Waiver of Rights and Subrogation (Re: GC-5.07 A)

Paragraph 5.07 A of the General Conditions shall be deleted in its entirety and replaced with the following:

5.07 A Owner and Contractor hereby waive all rights of action and subrogation against each other and against Contractor's subcontractors and the officers, agents and employees of any of them to the extent of any insurance recoveries that may be obtained by the waiving party for damages caused by fire or other "All Risk" perils covered by insurance, except such rights as such party may have to the proceeds of insurance held by any other person as trustee or otherwise in behalf of such party.

SC-17. Concerning Subcontractor, Suppliers, and Others (Re: GC-6.06 G)

Delete paragraph 6.06 G of the General Conditions in its entirety and insert the following in its place:

6.06 G All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and contains waiver provisions as required by paragraph 5.07 A (as amended by these Supplementary Conditions). Contractor shall pay each Subcontractor a just share of any

insurance moneys received by Contractor on account of losses under policies issued pursuant to paragraph 5.06.

SC-18. Concerning Subcontractor, Suppliers, and Others (Re: GC-6.06 C)

Supplement paragraph 6.06 C by adding the following:

Owner may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment. Owner reserves the right to directly pay subcontractors, suppliers, or other persons or organizations identified in Contractor's sworn statement.

SC-19. Taxes (Re: GC-6.10)

Delete paragraph 6.10 A in its entirety and insert the following in its place:

Sales taxes will not have to be paid on equipment and material purchased for this project.

SC-20. Record Documents (Re: GC-6.12)

Supplement paragraph 6.12 A by adding the following:

No progress payments shall be made to Contractor if record documents have not been annotated to show changes made during construction to the ending date of the progress payment period. Contractor shall make record documents available for inspection by the Owner.

SC-21. Safety and Protection (Re: GC-6.13)

Supplement paragraph 6.13 C by adding the following:

Any fines imposed upon the Owner, or the Owner's Agents as a result of the Contractor's failure to comply with any safety regulations shall be paid by Contractor.

SC-22. Owner's Responsibility (Re: GC – 8.01 and 8.02)

Delete paragraph 8.01 and 8.02 in their entirety and insert the following in its place:

Except as otherwise provided in these General Conditions, Owner shall issue all communication to Contractor through the Superintendent of Water Production or his designated individual(s).

SC-23. Engineer's Status During Construction (Re: GC-9.01 thru 9.09)

Delete Article 9 in its entirety.

SC-24. Adjustment of Unit Prices (Re: GC-11.03 E)

Add paragraph 11.03 E after 11.03 D of the General Conditions:

11.03 E. Owner reserves the right to alter the plans and details, extend or shorten the improvement, add such work as may be necessary, increase or decrease quantities of work to be performed, and/or completely eliminate entire pay items from the project.

SC-25. Change of Contract Time (Re: GC-12.03 C)

Delete the words "abnormal weather conditions" from paragraph 12.03 C of the General Conditions.

SC-26. Liquidated Damages (Re: GC-12.03.F)

Add a new paragraph immediately following paragraph 12.03 E of the General Conditions which is to read as follows:

12.03 F It is understood and agreed that TIME is of the essence on this Contract, and that a failure on the part of the Contractor to complete the work under this Contract within the time specified will result in loss and damage to the Owner; and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof. It is, therefore, covenanted and agreed that in case the Contractor shall fail or neglect to begin when notified or complete the work herein specified on or before the

times specified herein, together with any extensions of time which may be granted under paragraph 12.02 of the General Conditions, the Contractor shall and will pay to the Owner for each and every calendar day the Contractor shall be in default in the time of starting or completing the work the sum of \$5,000.00 per day for each day the Contractor is not on site and actively removing and disposing Lime Sludge from the Water Treatment Plant, either by not providing equipment, operators, trucking, or other materials and labor necessary when requested by the Owner as stipulated in Special Provision No. 3 (SP-3). This amount will be prorated for each portion of an 8-hour workday that the contractor is not on site performing the required duties to remove and dispose of the material. If equipment fails to operate properly to allow the contractor to perform his required duties, it must be repaired or replaced no later than the following normal work day to avoid liquidated damages accruing.

In fixing the damages as set forth herein, the desire is to establish a certain mode of calculation for the work since the Owner's actual loss, in the event of delay, cannot be predetermined, it would be difficult to ascertain, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Owner's actual loss and fairly takes into account the loss of use of the water treatment facilities if the work is delayed in starting or in completion.

The sum specified in this Supplementary Condition is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Owner will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not start or complete the work covered by this Agreement on or before the times specified herein, together with any extensions of time which may be granted under paragraph 12.03 of the General Conditions, the Owner shall determine the number of days the Contractor is in default, and the decision of the Owner shall be final and binding upon both parties hereto. It is further agreed that if the Owner shall accept any work or make any payments under this Contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to LIQUIDATED DAMAGES for delays.

SC-26. Application for Payments (Re: GC-14.02A 3)

Delete paragraph 14.02 A 3 in its entirety and insert the following in its place:

Progress payments shall 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 Owner may withhold. The amount of each progress payment shall be limited to:

One hundred percent (100%) of the value of the work completed, 0% of materials and equipment not incorporated in the work.

Zero percent (0%) of the equipment and supplies items delivered, suitably stored, on or off the project/work site. A shipment of individual items, such as stone aggregate, pipe, conduit, etc., which has been delivered to the site will not be considered work completed and will not be paid for until they are installed or utilized for their intended purpose.

SC-27. Reduction in Payment (Re: GC-14.02 D 1 e)

Add a new paragraph immediately after paragraph 14.02 D 1 d of the General Conditions which is to read as follows:

14.02 D 1 e Liability for liquidated damages has been incurred by Contractor.

SC-28. Dispute Resolution (Re: GC-16.01)

Delete paragraph 16.01 in its entirety.

END OF DOCUMENT

## **Special Provisions**

### **INDEX TO SPECIAL PROVISIONS**

- SP-1 DEFINITIONS
- SP-2 EXECUTION OF THE CONTRACT
- SP-3 LIME SLUDGE REMOVAL AND DISPOSAL
- SP-4 INCIDENTAL WORK
- SP-5 FINAL COMPLETION
- SP-6 PAYMENT REQUESTS
- SP-7 PRECONSTRUCTION CONFERENCE
- SP-8 SAFETY
- SP-9 SUBSTITUTE CONSTRUCTION METHODS OR PROCEDURES
- SP-10 ADJUSTMENT OF UNIT PRICES
- SP-11 CONTRACT TERM

### **ATTACHMENTS**

- ATTACHMENT A - IEPA PERMIT NO. 2015-SC-60251
- ATTACHMENT B - LIME SLUDGE ANALYTICAL DATA
- ATTACHMENT C – PAINT FILTER TEST PROCEDURE
- ATTACHMENT D – GENERAL LAGOON CONSTRUCTION DRAWINGS
- ATTACHMENT E – LAGOON SITE AREA DRAWING
- ATTACHMENT F – LIME SLUDGE QUANTITIES HAULED – 2015 TO 2019
- ATTACHMENT G – PICTURES OF ADDITIONAL DRAINAGE PIPE

The following Special Provisions supplement the "Contract Documents", and in case of conflict with any part or parts of said Contract Documents, the Special Provisions shall take precedence and shall govern.

### **SP-1 DEFINITIONS**

- A. Contractor: To mean the contractor selected to excavate, transport, land apply, and document the land application of lime sludge at land application site(s) suitable to meet the requirements of the City of Aurora's, IEPA Land Application Permit; and also selected to excavate, transport and dispose of lime sludge at approved landfill location(s); and also to manage, organize, report, provide, furnish, install, and complete all materials, labor, equipment, reports, communications, permits, fees and appurtenances necessary for the continued function and operation of the lime sludge lagoons and the Water Treatment Plant of the City of Aurora.

### **SP-2 EXECUTION OF THE CONTRACT**

- 1. Contractor warrants that it has reviewed the project documents, including any plans, specifications and reports, has inspected the project site, and has satisfied itself as to the conditions under which the Work is to be performed, including any subsurface or otherwise latent conditions. Contractor understands that the conditions it encounters may differ from those anticipated, and agrees to bear the risk of such difference in conditions. Neither the time in which the Work is to be performed, nor the cost of performing such Work, shall be increased because of unforeseen or unanticipated site or project conditions.

2. The procedures, methods, and materials agreed to in the Contract Documents shall not be deviated from without consent of the Owner.
3. The Owner reserves the right of approval over all general procedures, and materials to be employed by the Contractor or its subcontractors for this Work.
4. In performing the Work hereunder, it is understood that the Contractor is acting as an independent Contractor and that its employees, agents, and representatives and those of any and all subcontractors which it retains in the Work hereunder shall not be deemed, for any purpose, to be agents, servants, and/or employees of the Owner. Contractor shall perform the Work as an independent Contractor and all of its employees engaged in the performance of the Work shall be supervised and controlled exclusively by the Contractor. Contractor shall not delegate or assign the obligation of this Contract without prior written approval of the Owner.
5. Contractor warrants that its Work shall be free from defects and shall be suitable for the use intended. In the event that any deficiencies in the Contractor's Work are discovered, Contractor shall, at its sole cost, repair or replace any Defective Work, including repair of any portion of the property damaged by repair, replacement or repetition of Defective Work.
6. The individual or individuals signing this Contract on behalf of Contractor warrants that they are authorized to bind Contractor to this Contract and guarantee Contractor's performance of the Work set forth under this Contract.
7. Owner, without prejudice to any other remedy, may correct any defects or deficiencies in the Work of Contractor at the expense of Contractor. Should any tests not otherwise required by this Contract be necessary to inspect or test the Work of Contractor, Contractor shall pay for the cost of the tests if the Work is found not to be in accordance with the requirements of this Contract, or is otherwise defective.
8. Time is of the essence. Contractor shall schedule its Work and that of its agents to meet the requirements of Owner as described herein.
9. Contractor shall not divulge information concerning any portion of the Work or the results of any tests, nor shall it provide copies of any reports made pursuant to this Contract, without prior written approval of the Owner, or as required by law.
10. This Contract may be terminated by Owner on fourteen days written notice to Contractor. Contractor shall be paid for all Work performed prior to termination, less the cost of remedying any Defective Work performed by Contractor. The indemnification, insurance liens, and job site safety obligations survive termination of this Contract.
11. Contractor agrees to defend, indemnify and hold harmless Owner, its officials, council members, employees, and agents from and against any and all claims, damages, liability, suits, actions and expenses, including reasonable attorney's fees, relating to any and all losses or damages sustained by or alleged to have been sustained by any person, including employees of the parties hereto, and arising or allegedly arising from Contractor's performance or failure to perform the services set forth in this Agreement and/or the Work regardless of whether or not concurrently caused by the negligence of Owner, except that Contractor shall not be required to defend, indemnify and hold harmless Owner from claims, damages or liability caused by the sole negligence or willful misconduct of Owner. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Owner and its officials, council members, employees and agents sued thereunder, shall have the right to determine the attorney of its, his, hers or their choice to present and defend their interests in any legal or administrative action, all at the Contractor's expense pursuant to this Contract. The duration of the indemnification hereunder shall be indefinite.
12. Contractor shall discharge at once or bond otherwise secure against all liens and attachments which are filed in connection with the services, and Contractor shall indemnify and save the Owner of the premises on which the services are performed, or to which the services relate, harmless from and against any and all loss, damage, liability and claims thereof resulting from such liens and attachments.

13. This is the final and complete Contract Documents between Contractor and Owner and supersedes any prior Contract Documents, whether written or oral. Should any portion of these Contract Documents be held invalid, the remaining portions shall continue as if the invalid portions had not been part of this Contract Documents.
14. The Instructions to Bidders, the Specifications and amendments thereto, the Addenda, the Proposal as accepted by the Owner, the Special Provisions, the Project plans or Drawings, Agreement, Contractor's Bonds, Notice to Proceed, Notice of Award, Advertisement for Bids, Certificates of Insurance and all certifications of Contractor regarding eligibility to enter into public contracts, shall form part of this Contract and the provisions thereof shall be as binding upon the parties as if they were fully set forth herein. The Index, titles, headings, running headlines and marginal notes contained herein and in said Documents are solely to facilitate various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretations of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Instructions to Bidders, specifications and amendments thereto, the Addenda, the Proposal the Special Provisions, Insurance certificates, written Change Orders, and the Contractor's proposal incorporating all post-bid discussions and all other documents set forth herein and in the Specifications.
15. The Contract Documents are complementary and any Work called for by any part thereof shall be executed as part of the Contract in the same manner as if called for in all parts. Therefore, all Work that may be called for in the Specifications and not shown on the Plans, shall be executed and furnished by the Contractor as if described in both of these documents. Should any work or material be required which are not denoted on the Plans, Specifications, or other Contract Documents either directly or indirectly, but which are necessary for the proper carrying out of the intent thereof, the Contractor shall perform all work and furnish all materials as fully as if they were particularly described. Likewise, any contradictory clauses between any of the Contract Documents shall be resolved by the Owner. The Owner's interpretation of these contradictory clauses shall be final.
16. All Work covered by the Contract is to be performed under the general direction, supervision, and responsibility of the Contractor but shall be subject to inspection and final acceptance by the Owner. The Contractor agrees that it shall carry on said Work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction, or injury to the Work and/or materials before its final completion and acceptance, repair, or replace forthwith the Work and/or materials so injured, damaged, or destroyed, at its own expense and to the satisfaction of the Owner.
17. Contractor shall not subcontract the whole or any part of said Work without the written consent of the Owner having been first obtained, which consent shall not be unreasonably withheld by the Owner.
18. Contractor shall cooperate with Owner's employees and/or others performing services for the Owner in connection with any Work in the same location.
19. The Contractor shall be responsible for obtaining all permits, including but not limited to all environmental permits, any permit necessary for moving equipment over city, county, or state streets and highways. The Contractor shall pay all charges and fees, the cost of which will be included in the Contract price for the Work. The Contractor shall comply with all laws, ordinances, rules, and regulations of governmental authorities affecting the conduct of the proposed Work. Before the completion of the Contract; the Contractor shall furnish to the Owner any and all certificates of approvals resulting from required inspections.
20. Contractor shall warrant that all services under this Contract will be performed in accordance with the Contract Documents and in a professional manner with the skill and care which would be exercised by qualified environmental contractors. Contractor will perform again, at its own cost and expense, any portion of the services provided for herein that do not meet the standards set forth in this paragraph. Contractor warrants that all equipment it provides will be in good condition when consigned to the job and that its personnel will be capable of performing the

tasks to which they are assigned. Contractor further warrants that it understands the risks of exposure to lime sludge, which are presented to persons, property, and the environment by the tasks encompassed by the Contract and that it will fully comply with all applicable federal, state, and local laws.

21. The adequacy of all safeguards is the responsibility of the Contractor. All materials and services furnished by the Contractor shall be in compliance with the provisions of the Federal Occupational Safety and Health Act (OSHA) and the regulations and standards promulgated by the Secretary of Labor thereunder. The Contractor agrees that due care shall be used throughout the Work; and that whenever plans, drawings, or specifications, or any of them for any part of the Work, are in its opinion faulty or at variance with each other or with any applicable rules, regulations, or ordinances, or are such as will, if followed, result in actions which is or will be unsafe, imperfect, insecure, or violate of any applicable rules, regulations, or ordinances, the Contractor shall promptly stop Work on the part of the Work affected thereby and notify the Owner in writing of such opinion and in what respect said plans, drawings, or specifications are insufficient or improper, and shall not proceed with the part of the Work so criticized until a written order has been received from the Owner directing what is to be done and when to proceed. Additionally, the Contractor shall: 1) Be responsible for repairing any damage to any structure, walkway, roadway, fence, etc., arising in connection with the Work performed; 2) Bear the responsibility for repairing and/or replacing any equipment or materials damaged by the Contractor or any of its subcontractors; 3) Post warning signs adjacent to all Work areas indicating any hazards as the work progresses; 4) Provide necessary temporary lighting, wiring, globes, guard lights, barricades, or any other items required by regulations, standards, or laws established for public protection and safety or to facilitate the Work.
22. The Contractor shall be responsible for providing a level of security that will ensure control, accountability, and protection to the Work area, tools, materials, and equipment involved in the execution of this Contract.
23. The Contractor, its employees, agents, representatives, and subcontractors shall not discuss, offer comment, or opinions concerning the Work, or disclose results without the consent of the Owner. This requirement shall apply to the Contractor with regard-to disclosures to members of the general public and public and private media.
24. The Contractor shall not display any signs, posters, or other advertising matter in or on the Work or on or around the Site thereof without the specified approval in writing by the Owner. In addition, no advertising copy mentioning the Owner or quoting the opinions of any of its employees may be released unless such copy is approved by the Owner before release.
25. Contractor in performing Work shall comply and shall require compliance by its subcontractors with all applicable laws and regulations. Contractor shall not take and is not authorized to take any action in the name of or otherwise on behalf of the Owner which would violate applicable laws or regulations. If Contractor or its subcontractors perform any part of Work contrary to applicable laws or regulations, any additional costs resulting therefrom shall be for Contractor's account. Contractor shall not enter into negotiations with any governmental authority or agency to develop variances or revisions to laws or regulations without the Owner's prior written approval. Contractor shall defend the Owner from all claims, suits, or proceedings brought against the Owner and which arise or occur by reason of any alleged violation or violations of applicable law or regulation by Contractor or its subcontractors in the performance of Work. Contractor shall indemnify and hold the Owner harmless from liability or penalty imposed by reason of such alleged violation or violations of applicable law or regulation. If there is a conflict between any provisions of the Contract and applicable law, the latter shall prevail; but, in such event, the provisions of the Contract affected shall be curtailed and limited only to the extent necessary to conform with applicable law.
26. The Contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the service required, and Contractor shall provide identification of its personnel if requested by Owner. Any Contractor's employee whose employment is



reasonably detrimental or objectionable to the Owner shall be immediately transferred from the premises upon the Owner's request. The exercise of the option shall not be construed as placing the Owner in charge of the Work or making the Owner responsible for safety. All on the road vehicles or equipment shall be identified by the Contractor's name for the purpose of identification.

27. All tools or equipment required to carry out the operations within the scope of the Contract shall be provided by the Contractor and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The Owner reserves the right to inspect the equipment that will be used prior to award of bid.
28. The current contract for removal and disposal of lime sludge is with Stewart Spreading, Inc. of Sheridan, IL, and is scheduled to end on October 22, 2020.

### SP-3 LIME SLUDGE REMOVAL AND DISPOSAL

#### A) General Conditions

1. The City of Aurora utilizes a lime softening process at its water treatment plant facility to increase the pH level to reduce hardness, radium, sediment, iron, manganese, and odor from the raw water entering the plant. The water treatment process produces a lime waste byproduct, which is temporarily stored in on-site dewatering lagoons until such time when it is ready to be hauled for ultimate disposal to a permitted landfill or via land application.
2. The raw water consists of a variable amount of Fox River water and deep and shallow well groundwater. Depending on the season, the volume of treated water produced varies considerably with comparable results on the production of lime sludge. Under low sludge production conditions (October to April), a 2,800 cubic yard capacity lagoon would fill, on average, in approximately 25 days with dewatering taking another 30 to 50 days prior to hauling for ultimate disposal. During high sludge production conditions (May to September), a 2,800 cubic yard capacity lagoon would fill, on average, in 15 days with dewatering taking 30 to 50 days. The dewatering of the sludge is highly variable. Factors that can affect the speed of dewatering are: precipitation, freezing/thawing conditions, raw Fox River water quality, relative proportion of raw river water to raw well water used by the treatment facility, chemical treatment required, and others. The Owner has developed many techniques to assist the natural dewatering of the lime sludge in the lagoons. As described herein, the contractor is required to perform several of these actions as part of the work.
3. The City of Aurora has a Lime Management Plan permitted by the IEPA under Permit #2015-SC-60251 (Attachment A). The lime sludge generated by the water treatment plant, requires management as a waste under the Illinois Environmental regulations. It is not, however, considered a Special Waste and does not require manifesting. Analytical laboratory data of the lime sludge typically produced is included as Attachment B.
4. There are five (5) on-site dewatering lagoons that are used to store and dewater the lime sludge. Lagoon Nos. 1, 2, 4, and 5 are used all year round while Lagoon No.3 is primarily reserved for use during peak sludge production (summer months or during emergency situations). Lagoon Nos. 3 and 4 are large, clay-lined lagoons. Lagoon No. 1 is a smaller, long, clay-lined lagoon with a 3-foot high wall to increase this lagoon's storage capacity. Lagoon Nos. 1, 3, and 4 provide backhoe access from the site's gravel access drives. Lagoon Nos. 2 and 5 are concrete-lined lagoons with a reinforced concrete access platform along at least one side to allow backhoe access. The approximate capacities of each lagoon are listed below in SP-2 B).
5. Lime sludge must pass the "paint filter test" prior to removal from the City of Aurora, Water Treatment Plant site. See Attachment C for a description of the paint filter test procedure. The Owner's certified laboratory staff will collect a sample and perform the paint filter test prior to the Contractor removing material from the site. The Owner may request assistance from the Contractor to obtain lime sludge samples for the paint filter test.; there shall be no additional compensation to the Contractor for assistance in obtaining these samples.

Lime sludge from the City of Aurora, Water Treatment Plant typically passes the paint filter test at approximately 30 to 50% solids.

6. During normal sludge production times, October through April, the Owner will usually be able to notify the Contractor 1 week in advance of when lime sludge removal and disposal must begin.
  7. During peak sludge production times, May through September, **the Contractor shall begin the removal and disposal of lime sludge within 48 hours upon notification from the Owner.** Lagoon Nos. 1, 2, and 5 shall be emptied of lime sludge within 10 working days after the 48 hour notification, which includes the complete replacement of the underdrain, if necessary, and installation of additional drainage pipe described below. Liquidated damages may be applied for each day the Contractor fails to begin removal and disposal after the 48 hour notification.
  8. The timely management and disposal of the lime sludge is critical to the continuous operation of the City of Aurora, Water Treatment Plant. Should the Owner be dissatisfied for any reason(s) with the Contractor's performance, the Owner may terminate this Contract on fourteen (14) days written notice to the Contractor. The Contractor shall be paid for all Work performed prior to termination, less the cost of remedying any Defective Work performed by Contractor. The indemnification, insurance liens, and job site safety obligations shall survive termination of the Contract.
  9. Each lagoon, as shown on Attachment D, has a dual drain system consisting of the following:
    - a) Telescopic and gate valve systems located in an overflow manhole structure designed to control the independent level of decant surface water to the sanitary sewer system.
    - b) An underdrain system designed to facilitate the drainage of water percolating down through the lime sludge to the bottom of the lagoon. The existing underdrain system currently consists of 1 – 10 inch perforated, corrugated, polyethylene pipe, wrapped with a drainage fabric, embedded in open graded pea gravel stone within a cast-in-place concrete trough to protect it during the excavation of the lime sludge. The proposed underdrain system consists of 2 – 6 inch perforated, corrugated, polyethylene pipes, each wrapped with drainage fabric, embedded in open graded pea gravel stone, within the existing cast-in-place concrete trough.
- Note: The operation of all valves and underdrain systems to be controlled and performed by the Owner only. Contractor's cooperation with the Owner is required.**
10. Lagoon Nos. 3 and No.4 have a 16 foot wide reinforced concrete ramp in the east-west centerline of both lagoons serving as a structural mat to support the weight of specified backhoe equipment during the potential need for staging movement of the lime sludge from the center of the lagoons to the lagoon side banks. Stone ramps on both ends of Lagoons No.3 and 4 provide ingress and egress from the gravel roadway to the bottom of the lagoons.
  11. **Ingress** to the lagoon site area (within the overall Water Treatment Plant Facility secured site) is provided from the main entrance located on Mitchell Road. The layout of the graveled roadways and known utilities are shown on the drawing in Attachment E. No guardrails or parapets exist in, around, or along the edges of the lagoons, except for the existing 3 feet high concrete walls for Lagoon No.1. The Contractor shall at all times observe, recognize, and exercise caution in and around the lagoons by all employees, subcontractors, motoring vehicles and equipment.
  12. **Egress** from the lagoon site area is provided either from the main southeast facility entrance from Mitchell Road or from a concrete driveway located west of Lagoon No.1 to Route 25 (this location is restricted to egress only).
  13. The Contractor is responsible, at its own cost, for on-going maintenance of the existing gravel access roadways around the existing lime sludge lagoons. On-going maintenance shall keep the gravel access roadways in good condition, free of potholes, roots, ice, and damage from lime sludge removal and transportation. The Contractor is required to repair any damages that may occur to said roadways with CA-6 crushed limestone generally throughout the contract duration. Notwithstanding on-going maintenance, the Contractor, shall rehabilitate the roadways once a contract year, as directed by the Owner, utilizing all necessary equipment, operators, labor, material, and CA-6 crushed limestone, spread evenly and compacted over the existing roadways. The material shall be placed and compacted with equipment consistent with Illinois Department

of Transportation, Standard Specifications for Road and Bridge Construction, Section 311. Granular Subbase. The manner of placing and compacting the material shall be approved by the Owner prior to starting this work

14. The Contractor shall transport the lime waste to the ultimate disposal facilities or location in accordance with all applicable U.S. and Illinois Department of Transportation regulations.
15. The Contractor shall comply with all City of Aurora Ordinances and regulations.
16. Excavation and loading activities shall be performed in accordance with all applicable federal, state and local regulations.
17. No one is allowed to enter the site during time when lime sludge is being removed and hauled without first advising the Owner of the purpose of the visit, name, and phone number(s) of the people entering the site; and license numbers of vehicles entering the site.
18. All manmade structures, including, but not limited to, fences, ramps, retaining walls, overflow structures, pedestrian bridge, clay banks of drying beds, underground utilities and others, which are damaged or disturbed by the Contractor during excavation and hauling of the sludge shall be repaired, restored, and/or replaced to their original conditions, at the Contractor's expense.
19. Work at the site shall be confined to the period beginning at 5:30 A.M. and ending at 6:00 P.M. every day except Saturdays, Sundays and holidays. Deviation from this time frame must be approved by the Owner upon written request from the Contractor.

#### B) Removal and Disposal

1. For information purposes only, the Owner is providing in Attachment F, the monthly quantities of lime sludge hauled from the treatment facility during the years 2015 through 2019. The intent of this information is to provide the Contractor with a general understanding of the time periods when hauling has historically occurred.
2. Below is a chart of the approximate volumes of each of the five lime sludge lagoons, also listed are approximate time durations to fill each of the lagoons during different periods of the calendar year based on historical fill rates:

Approximate Volume of each lagoon:

Lagoon #1 – 2,800 CY  
Lagoon #2 – 2,800 CY  
Lagoon #3 – 8,400 CY  
Lagoon #4 – 7,700 CY  
Lagoon #5 – 2,800 CY

Estimated time to **FILL** Lagoons (typical days):

**Warmer** Months: (May - September)

Lagoon #1 – 15  
Lagoon #2 – 16  
Lagoon #3 – 46  
Lagoon #4 – 42  
Lagoon #5 – 14

Estimated time to **FILL** Lagoons (typical days):

**Cooler** Months: (October - April)

Lagoon #1 – 26  
Lagoon #2 – 26  
Lagoon #3 – 81  
Lagoon #4 – 66  
Lagoon #5 – 20

3. The selection, location, procurement, and management (if applicable) of suitable sites for final disposal of the lime sludge shall be the responsibility of the Contractor. No warranty, either expressed or implied, is offered by the Owner pertaining to the final use of the lime sludge. The Contractor shall comply with all permits and regulatory requirements pertaining to disposal, whether the lime sludge is land applied or landfilled.
4. Any changes in regulatory requirements at the Federal or State levels pertaining to transportation and disposal of lime sludge which may affect the unit price listed in the Proposal during the course of this contract may be subject to extra compensation solely at the Owner's decision.
5. The City of Aurora intends to have one Contractor to perform the excavation, transportation, documentation and land application of the lime sludge on agricultural land as well as the excavation, transportation, documentation and disposal of the lime sludge at a permitted landfill facility.

6. **Land Application** (of the Lime Sludge)

- a. The land application of the lime sludge shall at all times comply with all conditions and provisions of the Illinois Environmental Protection Agency Water Pollution Control Permit No. 2015-SC-60251 (Attachment A), including all "Special Conditions" of the permit.
- b. The Contractor shall use Land Application for disposal of at least 19,000 wet tons per contract year (October 23<sup>rd</sup> to the following October 23<sup>rd</sup>).
- c. The Contractor shall excavate and haul a minimum of 600 wet tons per day during Land Application. The Contractor shall provide and operate sufficient hauling trucks to achieve the minimum hauling amount per day.
- d. The lime sludge must pass the paint filter test at the place of generation before hauling.
- e. All report writing, data collection, documentation, and correspondence with land owners (required by any and all permits) must be completed by the Contractor and is considered incidental to the bid item for land application of lime sludge. The Owner shall receive copies of all of the above listed items created by Contractor as part of compliance with the above listed permit no later than 45 days after the material has been removed from the Water Treatment Plant site. Full payment for the land application services shall not be made by the City until receipt of the documentation/report paperwork required by all permits.
- f. The Contractor shall insure compliance with all Illinois Emergency Management Agency (IEMA) reporting and data collection requirements required and that all procedures meet 32 Illinois Administrative Code 330.40(d).
- g. The City of Aurora will perform and pay for the required sampling of the lime sludge material at the Water Treatment Plant only. All other required off-site sampling of the lime sludge or any receiving fields and all reporting is to be performed and paid for by the Contractor.
- h. The locations and descriptions of land application sites shall be provided to the Owner a minimum of 24 hours prior to the lime sludge being removed from the Water Treatment Plant site.

7. **Landfill Disposal** (of the Lime Sludge)

- a. The landfill disposal of the lime sludge shall at all times comply with all conditions and provisions of the Illinois Environmental Protection Act (Illinois revised Statutes Chapter 111-12. Section 1039) and IEPA Subtitle G regulations in their entirety.
- b. The Contractor shall use Landfill Disposal as a secondary disposal method to Land Application. The Contractor shall make every effort to minimize the amount of Landfill Disposal.
- c. The Owner of the landfill(s) shall agree to indemnify, defend, and hold harmless the Owner from all liability related to the removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also

known as "Superfund") and comparable State law, incurred as the result of the disposal of the lime sludge. The Superfund Indemnification Agreement shall be acknowledged and accepted by the Owner.

- d. The term "Disposal Facility" applies to Permitted Landfill.
  - e. The lime sludge must pass the paint filter test at the place of generation before hauling.
  - f. The Contractor shall insure compliance with all Illinois Emergency Management Agency (IEMA) reporting and data collection requirements required and that all procedures meet 32 Illinois Administrative Code 330.40(d).
  - g. The City of Aurora will perform and pay for the required sampling of the lime sludge material at the Water Treatment Plant only. All other required off-site or landfill sampling of the lime sludge and all reporting is to be performed and paid for by the Contractor or the permitted landfill.
8. The Contractor shall take all necessary precautions to keep the lagoon area and site, gravel roadways and all public streets free of lime sludge and debris from the site. All tankers, trailers, or other vehicles used to transport the lime sludge shall be water tight so that no spills or leaks occur. The Contractor is responsible for any fines and any cleanup of any spilled material on any public or private roadways while in transit to its final destination.
9. The Contractor shall provide the equipment and labor to excavate, remove, and stage the lime sludge from the lagoons into hauling trucks for **both** Land Application and Landfill Disposal as follows:
- a) The equipment shall consist of a "60 foot long reach track backhoe" (referred herein as a Long Reach Backhoe). No other type of backhoes shall be allowed to excavate the lime sludge from the drying lagoons without specific written approval of the Owner.
  - b) The Long Reach Backhoe shall be equipped with a smooth edge bucket manufactured for this purpose. No other bucket will be allowed including toothed buckets modified with a steel plate to make it smooth.
  - c) It is absolutely imperative that both the operator of the Long Reach Backhoe and the Long Reach Backhoe itself be dedicated to the project for the duration of the Contract. The Contractor shall name the operator in the Affidavit of Experience. The Contractor shall be required to keep said operator available at all times when verbal or written notification is provided by the Owner to the Contractor. Only written justifications of sickness, vacations, and/or job change will be permitted by the Owner to replace said operator.
  - d) The Contractor's Superintendent shall serve as liaison between the Owner and the operator of the Long Reach Backhoe. The Superintendent shall provide his name, phone number, and cellular phone number to the Owner so that the Superintendent can be reached 24 hours/day, 7 days a week in case of emergency.
  - e) Because of the nature of the lime sludge to pass the paint filter test at approximately 30 – 50 percent solids at the time of hauling, trailer trucks used to haul the lime sludge from the Water Treatment Plant site to the land application or landfill disposal site(s) shall be equipped with tailgate sludge locks and truck drivers shall be required to fasten the sludge locks during the hauling period. The Owner shall reject any truck from the Water Treatment Plant site that does not have a sludge lock on the tailgate or where a truck driver(s) fail to fasten the sludge locks prior to loading.
  - f) To prevent spill and leakage on public roadways, the interior surface of all trailers used to haul the lime sludge from the Water Treatment Plant site to the Landfill disposal facility(s) shall be lined, for each load hauled, with a minimum 4 mil thick clear polyethylene sheeting secured in place prior to loading. The sheeting shall be as manufactured by Husky; Poly-America, Grand Prairie, TX 75051, or approved equal. The sheeting shall come in rolls of 20 ft. x 100 ft. Plastic sheeting shall not be required for trailers used to haul lime sludge to a land application site.

- g) The Contractor shall provide the Owner measured weight tickets of each truck load of lime sludge hauled from the Water Treatment Plant site to the landfill disposal site, provided by the landfill disposal site, with each pay request submitted. Each weight ticket shall clearly state and include, at a minimum, the landfill disposal location name, truck identification number(s), gross weight, tare weight, net weight, time and date of each weight measurement, scale operator identification, Water Treatment Plant site Lagoon Number, and any other pertinent information.
- h) The Contractor shall provide the Owner measured weight tickets of each truck load of lime sludge hauled from the Water Treatment Plant site to a land application site, generated from a separate, approved, certified weighing station, agreed upon with the Owner, with each pay request, unless alternate weighing arrangements are approved in writing by the Owner.
- i) The Contractor shall water the gravel roadways on the Water Treatment Plant site for dust control on an as needed basis, as determined by the Contractor, or as directed by the Owner. During summer months, considerable amounts of dust can be generated by the trucks and equipment utilizing the gravel roadways, the Contractor shall provide dust control on the gravel roadways within 4 hours if notified by the Owner.
- j) The center underdrain system in each lagoon is typically replaced every third time the lagoon is cycled full and emptied. The Owner will notify the Contractor when the underdrain system is to be replaced for each lagoon. Replacement includes removing and legally disposing of the existing pea gravel, polyethylene underdrain pipe(s), fittings, couplings, and appurtenances; all material tainted with lime sludge shall be disposed of in a permitted landfill. Replacement also includes providing and installing new double (2) - 6 inch underdrain pipes within the existing cast-in-place concrete trough. The pipe material shall be perforated, corrugated, polyethylene, pipe, with nylon fabric wrap, meeting ASTM F405, joints shall meet soil-tightness requirements of AASHTO M252, underdrain pipe shall be Advanced Drainage Systems (ADS) Single Wall Heavy Duty Pipe, or approved equal. Replacement also includes providing and installing a new pre-fabricated wye, and any necessary fittings, for connection of the 2 – 6 inch underdrain pipes, just before a single connection to the existing drain pipe at the existing outlet drain manhole. Wye and fitting material and joints shall conform to the pipe material. Replacement also includes providing and installing other pre-fabricated fittings, couplings, and appurtenances as needed for connection of the underdrain pipes to the existing drain pipe at the existing drain manhole. Replacement also includes providing and installing new filter fabric around the wye, fittings, and couplings to provide soil tight connections, as needed. Replacement also includes providing and installing new stone aggregate (pea gravel) to completely cover the top of the underdrain pipe to a minimum depth of 6 inches and on all sides. Lengths of the underdrains are shown in the table below:

Lagoon #1	264 LF
Lagoon #2	230 LF
Lagoon #3	172 LF
Lagoon #4	245 LF
Lagoon #5	220 LF

The Contractor is made aware that should a defective installation of the underdrain pipe cause the lime sludge to enter the on-site 12 inch sanitary sewer and then the off-site 24 inch sanitary sewer owned by the Fox Metro Water Reclamation District, the Contractor shall be responsible for cleaning at its own cost all said sanitary sewers to the satisfaction of its Owner.

- k) Drainage pipe is installed in each lagoon each time the lagoon has been emptied to assist in the gravity drainage of water from the lime sludge. The drainage pipe is positioned in each lagoon such that water is collected and directed toward the center underdrain system. A

picture of a typical installation of the drainage pipe in an empty lagoon is included in Attachment G. The pipe material shall be 4 inch perforated, corrugated polyethylene, single wall pipe, with nylon fabric wrap, meeting ASTM F405, joints shall meet soil-tightness requirements of AASHTO M252, drainage pipe shall be Advanced Drainage Systems (ADS) Single Wall Heavy Duty Pipe, or approved equal. Piles of pea gravel stone are placed to prevent floating of the pipe during initial filling of the lagoon. Pea gravel will be paid for under the Stone Aggregate – Open Graded pay item. The Contractor shall coordinate this activity with the Owner.

10. From time to time, the Owner may request assistance from the Contractor in providing various miscellaneous work tasks for the purpose of managing the lime sludge and lime sludge lagoons. The Contractor shall provide the same operator that is dedicated to the project to assist the Owner in these efforts. The Contractor shall be paid on an hourly basis for this work on-site per the Miscellaneous Work bid item in the Bid Proposal form. The Contractor must provide time sheets for the operator, dedicated for this project, on a daily basis for Miscellaneous Work. Owner must sign-off on the time sheets and return them to the Contractor in order to validate the hours associated with the Miscellaneous Work bid item. No payment of hours shall be paid, without the sign-off of the Owner.

C) Payment

1. **Land Application:** This item shall be paid for at the contract unit price per wet ton for **Land Application**. This item shall include the excavation, transportation, land application, and documentation of land application of lime sludge from the Water Treatment Plant site to approved land application site(s). This item shall include incorporating the lime sludge on the land application sites and all appurtenant work required by any permit and as stated in these Contract Documents. This item includes the mobilization, demobilization, and operation of the 60 foot long reach backhoe, other equipment, supplies, and appurtenances as necessary for the work. This item includes the recordkeeping, report writing, and submission to the appropriate regulatory bodies, land application site owner, and Owner of all reports and communications required, and all additional items listed in the permit included in Attachment A. **Staging lime sludge, excavation and placement within the same or another lagoon on the Water Treatment Plant site to allow full removal from any one lagoon, if elected by the Contractor or required by the Owner, is considered incidental to this unit price item.**
2. **Landfill Disposal:** This item shall be paid at the contract unit price per wet ton for **Landfill Disposal**. This item shall include the excavation, transportation, disposal, and documentation of disposal of lime sludge from the Water Treatment Plant site to an IEPA permitted landfill disposal facility(s). This item shall include all appurtenant work required by any permit and as stated in these Contract Documents. This item includes the mobilization, demobilization, and operation of the 60 foot long reach backhoe, other equipment, supplies, and appurtenances as necessary for the work. This item includes the record keeping, report writing and submission to the appropriate regulatory bodies, landfill disposal facility, and Owner of all reports and communications required. This item shall include removal and disposal of the 4-inch Drainage Pipe from the bottom of the lagoons when land application or landfill disposal is utilized. **Staging lime sludge, excavation and placement within the same or another lagoon on the Water Treatment Plant site, to allow full removal from any one lagoon, if elected by the Contractor or required by the Owner, is considered incidental to this unit price item.**
3. **Miscellaneous Work:** This item shall be paid at the contract unit price per hour for **Miscellaneous Work**. This item shall include the supply of an operator and labor for miscellaneous work items related to the management of the lime sludge and lime sludge lagoons. This item will not require the use of a long reach backhoe. Furnishing and use of a skid steer or “bobcat” equipment may be required for some tasks included in this unit price item. This work shall be paid based on the actual time spent on the site. In addition, one hour of travel time shall be paid each calendar day when land application or landfill disposal are not occurring.

4. **Underdrain:** This item shall be paid at the contract unit price per lineal foot for **Underdrain**. Lengths shall be based on the table above, not per the lineal feet of 6" pipe. This item shall include the removal and legal disposal of the existing open graded stone aggregate (pea gravel) and underdrain pipe(s). This item shall also include providing and installing 2-6 inch underdrain pipes for the length of the underdrain channel, as specified. This item shall include a pre-fabricated wye for connection of the 2 – 6 inch underdrain pipes, just before connection to the existing drain pipe at the existing drain manhole. This item shall include other pre-fabricated fittings, couplings, and appurtenances as needed for connection to the existing drain pipe at the existing drain manhole, and filter fabric for around the wye, fittings, and couplings. Replacement of the open graded stone aggregate shall be paid under a separate pay item.
5. **Drainage Pipe – 4 inch:** This item shall be paid at the contract unit price per lineal foot for **Drainage Pipe – 4 inch**. This item shall include supplying and installing 4 inch drainage pipe, as specified, in each lagoon prior to the lagoon being filled with lime sludge. Placement of open graded pea gravel aggregate over the 4 inch drainage pipe, to prevent the pipe from floating, is considered incidental to this unit item, see Attachment G for examples of placement of open graded pea gravel aggregate over the 4 inch drainage pipe.
6. **Stone Aggregate – Open Graded:** This item shall be paid at the contract unit price per ton for **Stone Aggregate – Open Graded**. This item shall include supplying and installing stone aggregate - open graded (pea gravel), as specified, around the underdrain when the underdrain is replaced. This item shall also include the removal, legal disposal, and replacement of a minimum of 6 inches of stone aggregate over the top of an existing underdrain when, the underdrain remains in place, each time lime sludge has been removed from a lagoon. This item shall include stone aggregate – open graded, labor, operator time, equipment, machine time, and all appurtenant material and work necessary or as stated in these Contract Documents.
7. **Crushed Limestone – CA 6:** This item shall be paid at the contract unit price per ton for **Crushed Limestone – CA6**. This item shall include the supply and installation of CA-6 crushed limestone once a year to rehabilitate the existing gravel roadways around the lime sludge lagoons. This item shall include all material, labor, operator time, equipment, and machine time for fine grading and compaction of the stone as specified.
8. **Additional Items Ordered by Owner:** This item shall include Work items required to be completed as ordered by the Owner, only upon approval of a written Change Order, each work item will be paid on a lump sum basis as **Additional Items Ordered by Owner**.

#### SP-4 INCIDENTAL WORK

All Work shown or called for in the Contract Documents shall be incidental to the various bid items in the Proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be allowed or a unit price is provided for said Work in the Bid Proposal.

#### SP-5 FINAL COMPLETION

##### A) Final Completion

The starting and completion dates and times are specified in the Contract Documents. The Contractor shall start and complete all Work on or before the stipulated completion dates and times listed herein, otherwise the Owner may proceed to collect liquidated damages described in the Supplementary Conditions. When a delay occurs causing stoppage of the Work due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of the public enemy, governmental acts, fires, floods, epidemics, strike, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the completion date may be extended by the Owner. An "Act of God" means an earthquake, flood, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or make preparation in defense against. Storms or other natural phenomenon of normal intensity, based



on U.S. Weather Bureau, reports, for the particular locality and for the particular season of the year in which the Work is being prosecuted, shall not be construed as an "Act of God" and no extension of Contract time will be granted for the delays resulting therefrom. Rain shall be granted as a delay if more than 2.0 inches of rain per 24 hours is collected by the City's rain gauge. It shall be the responsibility of the Contractor to request in writing an extension of time for each delay event. Contractor shall make no claim against Owner, and no claim shall be allowed, for any damages which may arise out of any delay caused by Owner, its agents, employees or other contractors or subcontractors. Contractor's sole remedy for delay from Owner shall be an extension in the Contract Time.

#### SP-6 PAYMENT REQUESTS

Payments to the Contractor shall be made in accordance with the following procedures:

1. The Contractor shall submit a request for payment to the Owner no later than the 15<sup>th</sup> day of each calendar month for Work completed the immediately preceding month.
2. The Contractor's request for payment shall be based upon quantities agreed upon by the Owner's and Contractor's representatives. The request for payment shall be accompanied by the Contractor's Sworn Affidavit, partial waiver of lien, and certified payroll forms. Partial waivers of lien from each and every subcontractor and supplier from whom service and materials were obtained during the period covered by the payment request shall also be submitted to the Owner prior to the next pay request ("one month in arrears"). Following pay requests will not be processed without these documents from all subcontractors and suppliers.
3. The amount of each partial payment shall be limited to one hundred (100) percent of the value of the Work shown in the Owner's partial payment estimate, to have been done and installed in place by the Contractor subsequent to the time of commencing work or of making the last preceding partial payment on account of work done.
4. The Owner shall review the contractor's request for payment and supporting documentation. If found to be in order, the Owner will request execution by the city's Purchasing Director. Should the Contractor's request for payment or supporting documentation be found to not be in order, the deficiency will be brought to the Contractor's attention and further processing of the Contractor's request for payment will be delayed until the deficiency is corrected.
5. The Owner shall review the Contractor's request for final payment along with the Contractor's sworn affidavit, final waiver of lien, and final waivers of lien from each and every subcontractor and material supplier from whom services were received or materials obtained. Final payment will not be made until all final waivers from subcontractors and suppliers have been received by Owner. If found to be in order, the Owner will request execution by the City's Purchasing Director.
6. The Owner will make progress payments pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

#### SP-7 PRECONSTRUCTION CONFERENCE

Following the award of the Contract, the CONTRACTOR will be required to attend a Preconstruction Conference prior to beginning work. The following will be discussed:

- Introduction of the Contractor's Superintendent and Operator of the Long Reach Backhoe.
- Method of disposal: Discuss landfilling versus land application.
- Names of subcontractors and phone numbers of representatives
- Names of project manager and field superintendent including the name and phone number of a responsible individual who can be reached 24 hours a day.
- Listing of all equipment to be used on site: Plastic sheeting in trailer and tailgate lock.
- Traffic Control Plan and truck approved routing through City streets.
- Method of keeping the pavement cleaned.
- Operating IEPA permits of all Waste Disposal Facilities.

- Land Application record keeping
- Others as deemed necessary

#### SP-8 SAFETY

Site safety is of utmost importance. The safety of the Contractor's employees and the Owner's staff when working in or around the lime sludge lagoon area must be maximized and maintained at all times. While the Contractor is preparing to or performing the work described herein, the Contractor will be solely responsible for the safety of the lagoon site area. The Contractor is also required to leave the site in a safe and secure condition when leaving for the day or an extended period of time as the Owner's staff will be in the working area to operate and maintain the lagoons. The Contractor, and all subcontractors employed on this project by the Contractor, shall at all times observe safe working conditions as outlined in the Safety and Health Regulations for Construction, Department of Labor, Bureau of Labor Standards, as published in Volume 36 Number 75 of the Federal Register dated Saturday, April 17, 1971; the Occupational Safety and Health Act of 1970 (PL 91-596) and the Rules and Regulations promulgated thereunder. All subcontractors employed by the Contractor, shall also observe the provisions of the Illinois Occupational Safety and Health Laws. The Contractor shall be responsible for the cost of any fines levied against the Owner due to the Contractor's failure to comply with any safety regulations.

**Contractor shall be solely responsible for the safety of persons or property on, or adjacent to, the job site.** Contractor shall be responsible for his/her activity and that of any of its subcontractor's employees or agents on the job site with respect to job site safety. Neither the professional activities nor the presence of Owner or its employees and subcontractors shall be understood to control the operations of others. The Contractor shall arrange for all of its employees who will be working on the site to take any appropriate safety and health training courses applicable for the site conditions. The costs and expenses of the employees taking such courses shall be paid by Contractor. Contractor is responsible for providing, at its own expense, all personal protective clothing and equipment required for its employees to perform their Work in a safe manner and in compliance with all applicable local, state, and federal laws and regulations including, but not limited to Occupational Safety and Health Administration (OSHA) standards. The Contractor is responsible for ensuring that such equipment is in good condition and is properly inspected and maintained. In cases where a Job Safety Plan or equivalent document (e.g., Health and Safety Plan) has been prepared or adopted by Owner, Contractor must, at a minimum, use the equipment and follow the procedures described in that plan. This does not relieve the Contractor of the responsibility to provide equipment and institute procedures affording a greater degree of protection than those specified in a Job Safety Plan, if such equipment and procedures are necessary for the Contractor to perform its tasks in a safe manner and in compliance with applicable local, state, and federal regulations.

#### SP-9 SUBSTITUTE CONSTRUCTION METHODS OR PROCEDURES

If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, the apparent successful bidder may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to the Owner and approved by the IEPA. The apparent successful bidder shall submit sufficient information to allow Owner, in Owner's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by the Owner will include the following as supplemented in the Specifications and as Owner may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Owner from anyone other than the apparent successful bidder. If the apparent successful bidder wishes to furnish or use a substitute item of material, method, or equipment, the apparent successful

bidder shall first make written application to the Owner for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice the apparent successful bidder's achievement of Final Completion on time, whether or not acceptance of the substitute of use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for Work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contracts affected by the resulting change, all of which will be considered by Owner in evaluation of the proposed substitute. Owner may require the apparent successful bidder to furnish additional data about the proposed substitute. Owner's Evaluation: The Owner will be allowed a reasonable time within which to evaluate the proposed substitution. The Owner will be the sole judge of acceptability. No substitute will be ordered, installed or utilized without Owner's prior, written acceptance which will be evidenced by a Change Order. Owner may require the apparent successful bidder to furnish, at the apparent successful bidder's expense, a special performance guarantee or other surety with respect to any substitute.

#### SP-10 ADJUSTMENT OF UNIT PRICES

The unit price cost items for all bid items listed in the Bid Proposal, may be revised or adjusted during the duration of the contract.

The bid items may be revised as follows:

On October 23<sup>rd</sup> of each calendar year, beginning one year after the start of the Contract, Unit Price Bid Items will be adjusted according to the change in the Construction Cost Index (CCI), from October of the preceding year to October of the current year, for the Chicago Area as published in the Engineering-News-Record (ENR). This adjustment can be either positive or negative and will not affect any of the terms and conditions stated in the Contract Documents.

#### SP-11 CONTRACT TERM

This Contract will be awarded for a two (2) year duration. Unless terminated sooner by the Owner as provided in the Contract Documents, the term of this Contract shall commence on the date as established in the Agreement Form and shall continue thereafter for a period of 24 months. A contract year shall be considered as beginning at the start date of the contract to the date one (1) year from the start of the contract.

The Contract may be extended by mutual consent between the City of Aurora, Water Production Division and the Contractor, said extension to be executed by the City of Aurora's Mayor; the Mayor's Designee, or Chief Financial Officer, and continue thereafter for an additional period mutually agreed upon in writing, based on the same terms and conditions stated in the Contract Documents.

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

# Attachment A

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 2015-60251

PERMIT NO.: 2015-SC-60251

FINAL PLANS, SPECIFICATIONS, APPLICATION  
AND SUPPORTING DOCUMENTS  
PREPARED BY: City of Aurora

DATE ISSUED: October 1, 2015

SUBJECT: AURORA-Land application of Water Treatment Plant Sludge

*received  
10-5-15  
WPD*

PERMITTEE TO OPERATE

City of Aurora  
44 East Downer Place  
Aurora, Illinois 60505-3302

Permit is hereby granted to the above designated permittee(s) to operate water pollution control facilities described as follows:

Application of approximately 15,000 dry tons per year of water treatment plant sludge to agricultural lands at rates necessary for the pH adjustment of the soil.

This operating permit expires on August 31, 2020.

This permit renews and replaces Permit Number 2010-SC-0853 which was previously issued for the herein permitted facilities.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: Sludge applied to land under this permit shall comply with 32 Ill. Adm. Code 330.40(d).

SPECIAL CONDITION 2: Sludge, which is to be land applied shall be sampled for radium on an annual basis. The resulting data shall be submitted to both the Illinois Environmental Protection Agency and the Illinois Emergency Management Agency. Data shall be submitted to the Illinois Emergency Management Agency at the following address:

Illinois Emergency Management Agency  
Attn: Treatment Residuals Exemption  
1035 Outer Park Drive  
Springfield, Illinois 62704


SPECIAL CONDITION 3: For the duration of this permit, the permittee shall determine the quantity of sludge produced by the treatment facility in dry tons or gallons with a percent total solids analysis. The permittee shall maintain adequate records of the quantities of sludge produced and have said records available for Agency inspection. The permittee shall submit to the Agency a semi-annual summary report of the quantities of sludge generated and disposed (in units of dry

Page 1 of 4

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

SAK:JCH:m:\permits\lwptemps - copy\2015- DIVISION OF WATER POLLUTION CONTROL  
60251.docx

cc: Illinois Emergency Management Agency  
Records - Municipal

  
Alan Keller, P.E.  
Manager, Permit Section

**READ ALL CONDITIONS CAREFULLY:  
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
  - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
  - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
  - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
  - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
  - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
  - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
  - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
  - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
  - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
  - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
  - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
  - b. upon finding that any standard or special conditions have been violated; or
  - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
WATER POLLUTION CONTROL PERMIT**

**LOG NUMBERS:** 2015-60251

**PERMIT NO.:** 2015-SC-60251

**FINAL PLANS, SPECIFICATIONS, APPLICATION  
AND SUPPORTING DOCUMENTS**

**DATE ISSUED:** October 1, 2015

**PREPARED BY:** City of Aurora

**SUBJECT:** AURORA-Land application of Water Treatment Plant Sludge

tons) by different disposal methods including but not limited to application on farmland, application on reclamation land, landfilling, public distribution, dedicated land disposal, sod farms, storage lagoons or any other specified disposal method. Said reports shall be submitted to the Agency by January 31 and July 31 of each year reporting the preceding July through December and January through June sludge disposal operations respectively. The permittee shall submit the semi-annual sludge management report to the following address:

Illinois Environmental Protection Agency  
Bureau of Water  
Compliance Assurance Section  
Mail Code #19  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

**SPECIAL CONDITION 4:** The permittee shall chemically analyze the water treatment plant sludge on an annual basis (or at the time of lagoon clean out) for the parameters specified below. A current sample of the water treatment plant sludge to be land applied must be chemically analyzed in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater for the following parameters pursuant to the Design Criteria for Sludge Application on Land, Section 391.501(d) and (e):

<u>Metals (dry weight basis)</u>	<u>Other</u>
Arsenic	% Total Solids
Barium	pH
Cadmium	% Calcium Carbonate Equivalent
Chromium (total)	
Copper	
Mercury	
Nickel	
Selenium	
Silver	
Zinc	

**SPECIAL CONDITION 5:** Water treatment plant sludge shall be managed and land applied as follows.

A. Sludge shall be applied to sites within the following guidelines:

1. Sludge shall not be applied to sites during precipitation.
2. Sludge shall not be applied to sites which are saturated or with ponded water.
3. Sludge shall not be applied to ice or snow covered sites.

**READ ALL CONDITIONS CAREFULLY:  
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
  - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
  - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
  - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
  - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
  - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
  - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
  - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
  - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
  - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
  - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
  - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
  - b. upon finding that any standard or special conditions have been violated; or
  - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.



**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
WATER POLLUTION CONTROL PERMIT**

**LOG NUMBERS:** 2015-60251

**PERMIT NO.:** 2015-SC-60251

**FINAL PLANS, SPECIFICATIONS, APPLICATION  
AND SUPPORTING DOCUMENTS**

**DATE ISSUED:** October 1, 2015

**PREPARED BY:** City of Aurora

**SUBJECT:** AURORA-Land application of Water Treatment Plant Sludge

4. Frozen land, which is not ice or snow covered and has a slope of 5% or less, may be used for land application of sludge provided a 200 foot grassy area exists between the sludge applied land and any surface water or potable water supply well.
- B. It is not recommended that sludge be applied to sites:
1. When precipitation is imminent,
  2. Which have received greater than 1/4 inch rainfall within the 24-hour period preceding the intended sludge application time.
- C. Sludge shall not be applied to land which lies within 200 feet from a community water supply well, potable water supply well, surface waters or intermittent streams or within one-fourth of a mile of any potable water supply wells located in consolidated bedrock such as limestone or sinkhole areas unless a 50 foot depth of non-sandy or non-gravelly unconsolidated material exists. In no case shall sludge be applied within 400 feet of a community water supply well deriving water from an unconfined shallow fractured or highly permeable bedrock formation or from an unconsolidated and unconfined sand and gravel formation.
- D. Sludge shall not be applied any closer than 100 feet to an occupied dwelling.
- E. Sludge shall be applied and incorporated into the site soils within the following guidelines:
1. Sludge may be surface applied without incorporation only if the site slope is less than 8% and the annual soil loss does not exceed 5 tons/acre as determined by the Universal Soil Loss Equation.
  2. Sludge shall be incorporated if:
    - A) Site slope exceeds 8% but the annual soil loss is less than 5 tons/acre, or
    - B) Site slope is less than 8% but the annual soil loss exceeds 5 ton/acre.
  3. Sludge shall not be applied to a site with slope greater than 8% with annual soil loss in excess of 5 ton/acre.
  4. Unless surface application is allowed pursuant to this condition, or otherwise specified in this permit, sludge shall be incorporated within 48 hours of application or prior to any rainfall whichever is more restrictive.
- F. Users applying sludge to sites greater than 300 acres under common ownership or control or users of more than 1500 dry tons per year shall obtain a sludge user permit from this Agency unless the site is specifically identified in the permittee's application.
- G. Sludge application shall not exceed the following maximum metal loading rates over the lifetime of a site (pounds per acre).

**READ ALL CONDITIONS CAREFULLY:  
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
  - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
  - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
  - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
  - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
  - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
  - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
  - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
  - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
  - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
  - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
  - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
  - b. upon finding that any standard or special conditions have been violated; or
  - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
WATER POLLUTION CONTROL PERMIT**

**LOG NUMBERS:** 2015-60251

**PERMIT NO.:** 2015-SC-60251

**FINAL PLANS, SPECIFICATIONS, APPLICATION  
AND SUPPORTING DOCUMENTS**

**DATE ISSUED:** October 1, 2015

**PREPARED BY:** City of Aurora

**SUBJECT:** AURORA-Land application of Water Treatment Plant Sludge

1. Soils with 5-15 meq/100 grams Cation Exchange Capacity (CEC):

<u>Metal</u>	<u>Total Loading</u>	<u>Annual Loading</u>
Cadmium	10	2
Nickel	100	-
Copper	250	-
Zinc	500	-
Manganese	900	-
Lead	1000	-

2. Soils with 0-5 meq/100 grams CEC shall apply only half the metal loading rates set forth in item G(1) above.
3. Soils with 15 or greater meq/100 grams CEC may apply double the total metal loading rates set forth in item G(1) above, however a supplemental permit shall be required for that specific site.

H. Sludge stored off the treatment plant site shall be performed within the following guidelines:

1. Off-site interim storage of liquid sludge shall not be allowed.
2. Off-site interim storage of dried sludge in excess of 2 months shall not be allowed. In addition, measures shall be taken to contain runoff and leachate from any dried sludge that is stored.
3. Off-site stockpiling of sludge is prohibited from November 15 to March 1, unless such stockpiling occurs on sites specifically identified in an effective State Operating Permit as suitable for application on ice and/or snow covered ground.
4. Sludge stockpiled on sites not approved for winter application after November 15 shall be returned to the generating facility or moved to a site approved for application on ice and/or snow covered ground.

I. User information sheets, in conformance with the Design Criteria for Sludge Application on Land (Title 35, Subtitle C, Chapter II, Part 391), shall be provided by the permittee to all sludge users and shall be signed by sludge users requesting more than 25 cubic yards. Records regarding sludge users shall be retained by the permittee for the duration of this permit and 2 years after the expiration date of this permit.

J. No sooner than 90 days and no later than 7 days prior to the application of sludge to land written notice shall be provided to the owner(s) of the land receiving the sludge, the owners of land adjacent to the land receiving the sludge and the Township and County officials whose jurisdiction encompasses the sludge application site.

K. The permittee shall retain agronomic calculations and supporting sludge analyses for a period of not less than 5 years. Said sludge analyses shall be in compliance with 40 CFR 503.8 and 35 Ill. Adm. Code 391.501. Such records shall be available to any person or party upon request.

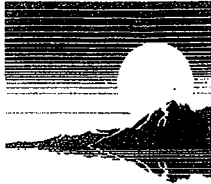
**READ ALL CONDITIONS CAREFULLY:  
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
  - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
  - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
  - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
  - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
  - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
  - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
  - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
  - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
  - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
  - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
  - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
  - b. upon finding that any standard or special conditions have been violated; or
  - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
June 2020  
Bid No. 20-35

# Attachment B



**First  
Environmental  
Laboratories, Inc.**

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

IL ELAP / NELAP Accreditation # 100292

*Aug Monthly  
Sludge Annual*

September 12, 2019

Ms. Megan Luers  
**AURORA, CITY OF**  
44 E. Downer Place  
Aurora, IL 60507

Project ID: 290942  
First Environmental File ID: 19-4877  
Date Received: August 13, 2019

Dear Ms. Megan Luers:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 1002922019-1: effective 08/22/2019 through 02/28/2020.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Bill Mottashed  
Project Manager



**First  
Environmental  
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

**Case Narrative**

**AURORA, CITY OF**

Project ID: **290942**

Lab File ID: **19-4877**

Date Received: **August 13, 2019**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
19-4877-001	Sludge Bed 1	8/13/2019 7:45

**Sample Batch Comments:**

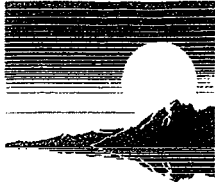
Sample acceptance criteria were met.

**Method Comments**

Lab Number	Sample ID	Comments:
19-4877-001	Sludge Bed 1	<i>Total Volatile Solids</i> Sample was initially set within HT; Confirming analysis required.

**The following analyses have been subcontracted to the indicated laboratory:**

Analysis	Subcontractor:
<i>Radium 226 &amp; 228</i>	<i>ATI MIDWEST LABORATORY Northbrook, IL</i>
<i>Sulfur by ICP</i>	<i>TEKLAB Collinsville, IL</i>
<i>TCLP Herbicides Method 1311</i>	<i>STAT ANALYSIS CORP. Chicago, IL</i>



**First  
Environmental  
Laboratories, Inc.**

IL ELAP/ NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

**Case Narrative**

**AURORA, CITY OF**

Lab File ID: **19-4877**

Project ID: **290942**

Date Received: **August 13, 2019**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.	L	LCS recovery outside control limits.
B	Analyte was found in the method blank.	M	MS recovery outside control limits; LCS acceptable.
<	Analyte not detected at or above the reporting limit.	P	Chemical preservation pH adjusted in lab.
C	Sample received in an improper container for this test.	Q	Result was determined by a GC/MS database search.
D	Surrogates diluted out; recovery not available.	S	Analysis was subcontracted to another laboratory.
E	Estimated result; concentration exceeds calibration range.	T	Result is less than three times the MDL value.
G	Surrogate recovery outside control limits.	W	Reporting limit elevated due to sample matrix.
H	Analysis or extraction holding time exceeded.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
J	Estimated result; concentration is less than routine RL but greater than MDL.	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)		





**First  
Environmental  
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

**Analytical Report**

**Client:** AURORA, CITY OF

**Project ID:** 290942

**Sample ID:** Sludge Bed 1

**Sample No:** 19-4877-001

**Date Collected:** 08/13/19

**Time Collected:** 7:45

**Date Received:** 08/13/19

**Date Reported:** 09/12/19

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
---------	--------	------	-------	-------

**TCLP Volatiles Method 1311/8260B Method: 5030B/8260B**

Analysis Date: 08/15/19

Benzene	< 0.050	0.050	mg/L	
2-Butanone (MEK)	< 0.100	0.100	mg/L	
Carbon tetrachloride	< 0.050	0.050	mg/L	
Chlorobenzene	< 0.050	0.050	mg/L	
Chloroform	< 0.050	0.050	mg/L	
1,2-Dichloroethane	< 0.050	0.050	mg/L	
1,1-Dichloroethene	< 0.050	0.050	mg/L	
Tetrachloroethene	< 0.050	0.050	mg/L	
Trichloroethene	< 0.050	0.050	mg/L	
Vinyl chloride	< 0.100	0.100	mg/L	

**TCLP Semi-Volatiles Method 1311/8270C Method: 3510C/8270C**

Analysis Date: 08/20/19

**Preparation Method 3510C**

Preparation Date: 08/20/19

1,4-Dichlorobenzene	< 0.10	0.10	mg/L	
2,4-Dinitrotoluene	< 0.10	0.10	mg/L	
Hexachlorobenzene	< 0.10	0.10	mg/L	
Hexachlorobutadiene	< 0.10	0.10	mg/L	
Hexachloroethane	< 0.10	0.10	mg/L	
2-Methylphenol	< 0.10	0.10	mg/L	
3 & 4-Methylphenol	< 0.10	0.10	mg/L	
Nitrobenzene	< 0.10	0.10	mg/L	
Pentachlorophenol	< 0.50	0.50	mg/L	
Pyridine	< 0.50	0.50	mg/L	
2,4,5-Trichlorophenol	< 0.10	0.10	mg/L	
2,4,6-Trichlorophenol	< 0.10	0.10	mg/L	

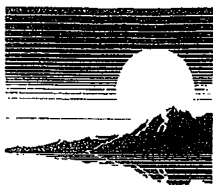
**TCLP Pesticides Method 1311/8081A Method: 3510C/8081A**

Analysis Date: 08/20/19

**Preparation Method 3510C**

Preparation Date: 08/19/19

Endrin	< 0.001	0.001	mg/L	
gamma-BHC (Lindane)	< 0.005	0.005	mg/L	
Heptachlor	< 0.004	0.004	mg/L	
Heptachlor epoxide	< 0.004	0.004	mg/L	
Methoxychlor	< 0.005	0.005	mg/L	
Toxaphene	< 0.010	0.01	mg/L	
Chlordane (Total)	< 0.005	0.005	mg/L	



**First  
Environmental  
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

**Analytical Report**

**Client:** AURORA, CITY OF

**Project ID:** 290942

**Sample ID:** Sludge Bed 1

**Sample No:** 19-4877-001

**Date Collected:** 08/13/19

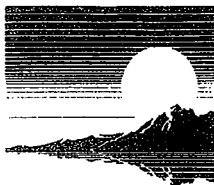
**Time Collected:** 7:45

**Date Received:** 08/13/19

**Date Reported:** 09/12/19

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>TCLP Herbicides Method 1311      Method: 8321B</b>				
Analysis Date: 08/22/19				
2,4-D	< 0.5	0.5	mg/L	S
Silvex (2,4,5-TP)	< 0.5	0.5	mg/L	S
<b>TCLP Metals Method 1311      Method: 6010C      Preparation Method 3010A</b>				
Analysis Date: 08/16/19      Preparation Date: 08/15/19				
Arsenic	< 0.010	0.010	mg/L	
Barium	< 1.0	1.0	mg/L	
Cadmium	< 0.005	0.005	mg/L	
Chromium	< 0.005	0.005	mg/L	
Lead	< 0.005	0.005	mg/L	
Selenium	< 0.010	0.010	mg/L	
Silver	< 0.005	0.005	mg/L	
<b>TCLP Mercury Method 1311/7470A      Method: 7470A</b>				
Analysis Date: 08/16/19				
Mercury	< 0.0005	0.0005	mg/L	
<b>TCLP Extraction      Method: 1311</b>				
Analysis Date: 08/14/19				
TCLP Extraction	Complete			
<b>TCLP ZHE Preparation      Method: 1311</b>				
Analysis Date: 08/14/19				
ZHE Volatiles Extraction	Complete			
<b>Total Metals      Method: 6010C      Preparation Method 3050B</b>				
Analysis Date: 08/14/19      Preparation Date: 08/13/19				
Aluminum	664	10.0	mg/kg	
Arsenic	1.9	1.0	mg/kg	
Barium	136	0.5	mg/kg	
Cadmium	< 2.0	0.5	mg/kg	W
Calcium	341,000	50	mg/kg	
Chromium	5.5	0.5	mg/kg	
Cobalt	0.5	0.5	mg/kg	
Copper	8.7	0.5	mg/kg	
Iron	6,140	5.0	mg/kg	
Magnesium	35,900	50	mg/kg	
Lead	0.6	0.5	mg/kg	
Manganese	109	0.5	mg/kg	



**First  
Environmental  
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

**Analytical Report**

**Client:** AURORA, CITY OF

**Project ID:** 290942

**Sample ID:** Sludge Bed 1

**Sample No:** 19-4877-001

**Date Collected:** 08/13/19

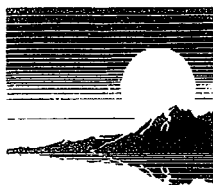
**Time Collected:** 7:45

**Date Received:** 08/13/19

**Date Reported:** 09/12/19

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>Total Metals</b> <b>Method: 6010C</b> <b>Preparation Method 3050B</b>				
Analysis Date: 08/14/19                      Preparation Date: 08/13/19				
Nickel	6.2	0.5	mg/kg	
Potassium	197	50	mg/kg	
Selenium	< 5.0	1.0	mg/kg	W
Silver	< 1.0	0.2	mg/kg	W
Sodium	717	50	mg/kg	
Vanadium	7.2	1.0	mg/kg	
Zinc	14.6	1.0	mg/kg	
<b>Total Mercury</b> <b>Method: 7471B</b>				
Analysis Date: 08/19/19				
Mercury	< 0.15	0.05	mg/kg	W
<b>Chromium, Hexavalent</b> <b>Method: 3060A/7196A</b>				
Analysis Date: 08/20/19				
Chromium, Hexavalent	< 2.5	2.5	mg/kg	
<b>COD, Soluble</b> <b>Method: 5220D</b>				
Analysis Date: 08/15/19				
COD, Soluble	513	100	mg/kg	N
<b>Alkalinity, Total (as CaCO<sub>3</sub>)</b> <b>Method: 2320B</b>				
Analysis Date: 08/20/19 15:00				
Alkalinity, Total (as CaCO <sub>3</sub> )	6,410	50	mg/kg	N
<b>Calcium Carbonate Equivalent</b> <b>Method: EPA</b>				
Analysis Date: 08/26/19				
Calcium Carbonate Equivalent	96.2	0.1	% CaCO <sub>3</sub>	N
<b>Ammonia (as N)</b> <b>Method: 350.1R2.0</b>				
Analysis Date: 08/15/19				
Ammonia (as N)	73.3	2.0	mg/kg	N
<b>Total Kjeldahl Nitrogen (TKN)</b> <b>Method: 351.2R2.0</b>				
Analysis Date: 08/20/19				
Total Kjeldahl Nitrogen (TKN)	805	100	mg/kg	N
<b>Oil &amp; Grease</b> <b>Method: 9071B</b>				
Analysis Date: 08/16/19				
Oil & Grease	460	100	mg/kg	



**First  
Environmental  
Laboratories, Inc.**

IL ELAP/NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

**Analytical Report**

**Client:** AURORA, CITY OF  
**Project ID:** 290942  
**Sample ID:** Sludge Bed 1  
**Sample No:** 19-4877-001

**Date Collected:** 08/13/19  
**Time Collected:** 7:45  
**Date Received:** 08/13/19  
**Date Reported:** 09/12/19

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
<b>pH @ 25°C, 1:2</b> Method: 9045D 2004				
Analysis Date: 08/14/19 11:00				
pH @ 25°C, 1:2	9.75		Units	
<b>Phenols</b> Method: 420.1				
Analysis Date: 08/19/19				
Phenols	8.1	2.5	mg/kg	N
<b>Phosphorus (as P)</b> Method: 4500P,E				
Analysis Date: 08/15/19				
Phosphorus (as P)	24.5	0.5	mg/kg	N
<b>Total Volatile Solids</b> Method: 2540G				
Analysis Date: 08/21/19				
Total Volatile Solids	7.63	1.00	%	N
<b>Solids, total</b> Method: 2540B				
Analysis Date: 08/14/19				
Total Solids	35.90		%	
<b>Sulfide</b> Method: 4500S2,C,D				
Analysis Date: 08/16/19				
Sulfide	< 10	10	mg/kg	N
<b>Sulfur by ICP</b> Method: 6010B				
Analysis Date: 08/20/19				
Sulfur	1,010	5.0	mg/kg	NS
<b>Cyanide, Total</b> Method: 4500CN,E 1999				
Analysis Date: 08/15/19				
Cyanide, Total	< 0.10	0.10	mg/kg	N
<b>Radium 226 &amp; 228</b> Method: Ga-01-R				
Analysis Date: 09/08/19				
Radium 226	2.3+/-0.1		pCi/g dry	NS
Radium 228	1.8+/-0.2		pCi/g dry	NS



**First  
Enviro  
Labora**  
ad, Suite D

## Page 10 of 15

of Pass

Company Name: CITY OF AURORA

Street Address: 44 E DOWNER PL

City: AURORA

Zip: 60505

**State:** IL

Phone: 6302563255

e-Mail: [MLUERS@AURORA-IL.ORG](mailto:MLUERS@AURORA-IL.ORG)

Send Report To: **M LUERS**

☐ Via Fax: ☐ Via e-Mail:

Sampled By: L BAUMAN

Enter analyses required on the lines to the left. Place an "X" in the box below to indicate which samples require what analysis.

**Project I.D.:**

P.O. #. 290942

Date/Time Taken	Sample Description
-----------------	--------------------

08-13-2019/0845	FINISHED WATER
-----------------	----------------

08-13-2019/0830 RIVER

08-13-2019/0810	MPS
-----------------	-----

08-13-2019/0745	SLUDGE BED 1
	* SLUDGE % SOLIDS :

38.31%

100

---

---

---

---

---

**FOR LAB USE ONLY:**  
Received within 6 hrs of collection  
Cooler Temperature: 0.1-6°C

ice Presell: 155 

Relinquished By:

Relinquished By:

Date/Time: 8-13-19 / 1000

Received By:

Date/Time:

Date/Time:

Received By:

Date/Time:

Rev 1/07

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
June 2020  
Bid No. 20-35

# Attachment C

## METHOD 9095B

### PAINT FILTER LIQUIDS TEST

#### 1.0 SCOPE AND APPLICATION

1.1 This method is used to determine the presence of free liquids in a representative sample of waste.

1.2 The method is used to determine compliance with 40 CFR 264.314 and 265.314.

#### 2.0 SUMMARY OF METHOD

2.1 A predetermined amount of material is placed in a paint filter. If any portion of the material passes through and drops from the filter within the 5-min test period, the material is deemed to contain free liquids.

#### 3.0 INTERFERENCES

3.1 Filter media were observed to separate from the filter cone on exposure to alkaline materials. This development causes no problem if the sample is not disturbed.

3.2 Temperature can affect the test results if the test is performed below the freezing point of any liquid in the sample. Tests must be performed above the freezing point and can, but are not required to, exceed room temperature of 25 °C.

#### 4.0 APPARATUS AND MATERIALS

4.1 Conical paint filter -- Mesh number 60 +/- 5% (fine meshed size). Available at local paint stores such as Sherwin-Williams and Glidden.

4.2 Glass funnel -- If the paint filter, with the waste, cannot sustain its weight on the ring stand, then a fluted glass funnel or glass funnel with a mouth large enough to allow at least 1 in. of the filter mesh to protrude should be used to support the filter. The funnel should be fluted or have a large open mouth in order to support the paint filter yet not interfere with the movement, to the graduated cylinder, of the liquid that passes through the filter mesh.

4.3 Ring stand and ring, or tripod.

4.4 Graduated cylinder or beaker -- 100-mL.

#### 5.0 REAGENTS

5.1 None.

## 6.0 SAMPLE COLLECTION, PRESERVATION, AND HANDLING

A 100-mL or 100-g representative sample is required for the test. If it is not possible to obtain a sample of 100 mL or 100 g that is sufficiently representative of the waste, the analyst may use larger size samples in multiples of 100 mL or 100 g, i.e., 200, 300, 400 mL or g. However, when larger samples are used, analysts shall divide the sample into 100-mL or 100-g portions and test each portion separately. If any portion contains free liquids, the entire sample is considered to have free liquids. If the sample is measured volumetrically, then it should lack major air spaces or voids.

## 7.0 PROCEDURE

7.1 Assemble test apparatus as shown in Figure 1.

7.2 Place sample in the filter. A funnel may be used to provide support for the paint filter. If the sample is of such light bulk density that it overflows the filter, then the sides of the filter can be extended upward by taping filter paper to the inside of the filter and above the mesh. Settling the sample into the paint filter may be facilitated by lightly tapping the side of the filter as it is being filled.

7.3 In order to assure uniformity and standardization of the test, material such as sorbent pads or pillows which do not conform to the shape of the paint filter should be cut into small pieces and poured into the filter. Sample size reduction may be accomplished by cutting the sorbent material with scissors, shears, a knife, or other such device so as to preserve as much of the original integrity of the sorbent fabric as possible. Sorbents enclosed in a fabric should be mixed with the resultant fabric pieces. The particles to be tested should be reduced smaller than 1 cm (i.e., should be capable of passing through a 9.5 mm (0.375 inch) standard sieve). Grinding sorbent materials should be avoided as this may destroy the integrity of the sorbent and produce many "fine particles" which would normally not be present.

7.4 For brittle materials larger than 1 cm that do not conform to the filter, light crushing to reduce oversize particles is acceptable if it is not practical to cut the material. Materials such as clay, silica gel, and some polymers may fall into this category.

7.5 Allow sample to drain for 5 min into the graduated cylinder.

7.6 If any portion of the test material collects in the graduated cylinder in the 5-min period, then the material is deemed to contain free liquids for purposes of 40 CFR 264.314 and 265.314.

## 8.0 QUALITY CONTROL

8.1 Duplicate samples should be analyzed on a routine basis.

## 9.0 METHOD PERFORMANCE

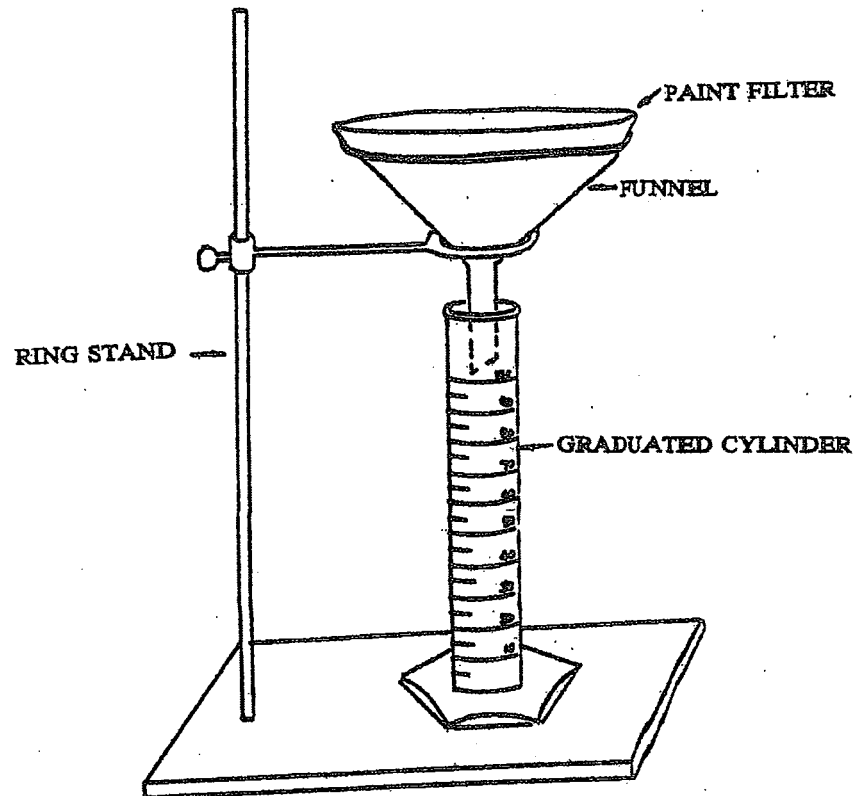
9.1 No data provided.

## 10.0 REFERENCES

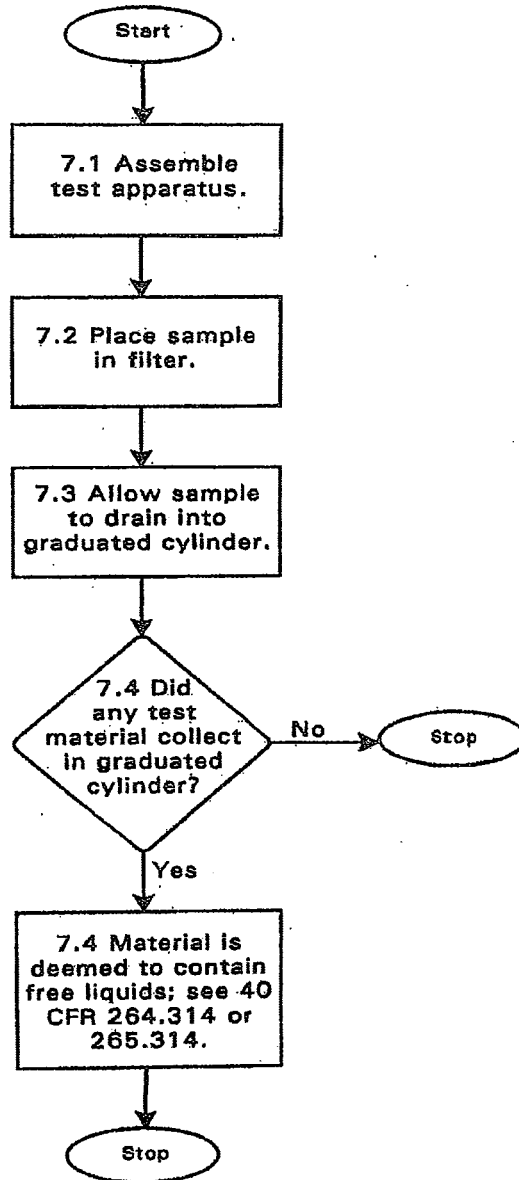
10.1 None provided.



FIGURE 1  
PAINT FILTER TEST APPARATUS



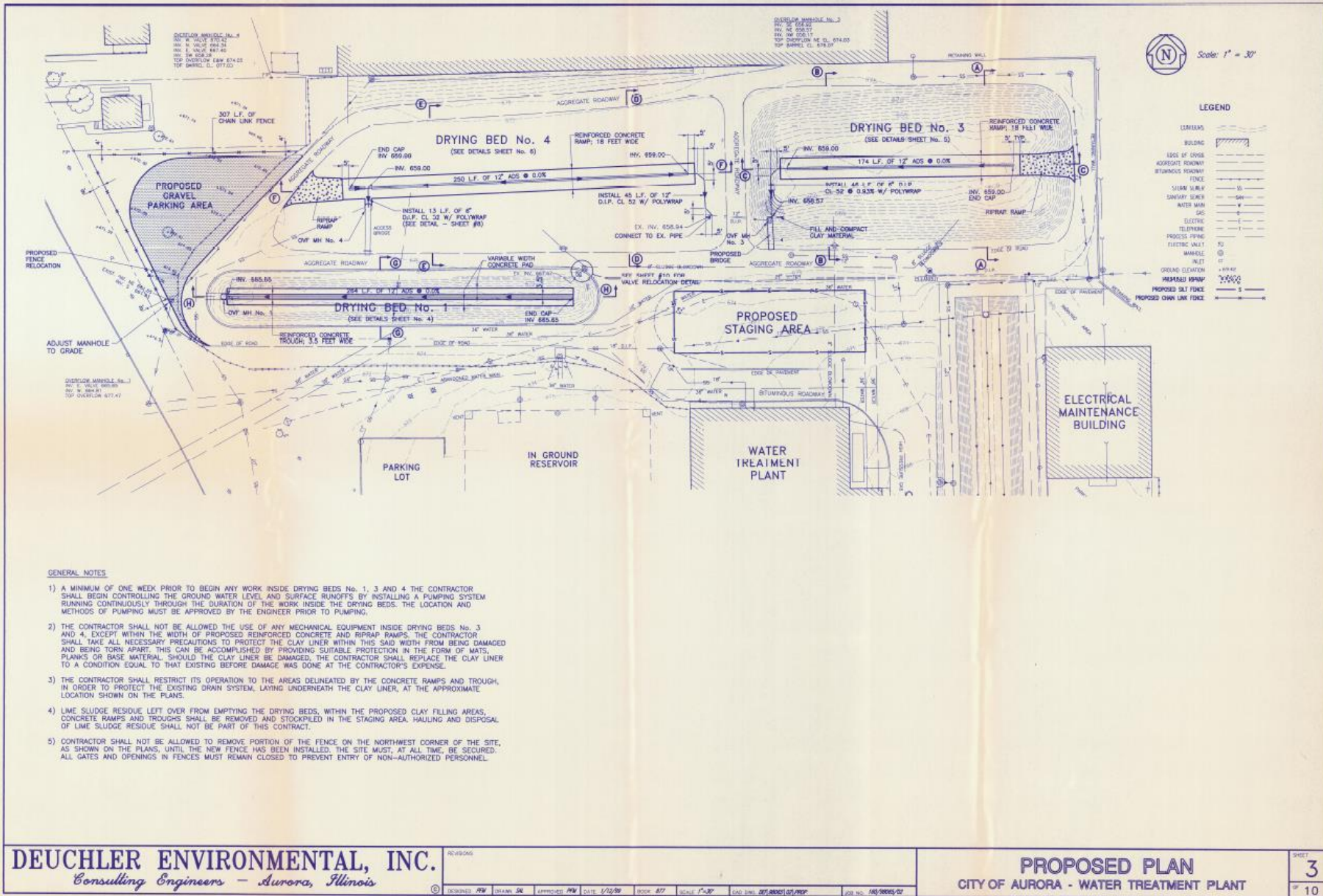
METHOD 9095B  
PAINT FILTER LIQUIDS TEST



City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
June 2020  
Bid No. 20-35

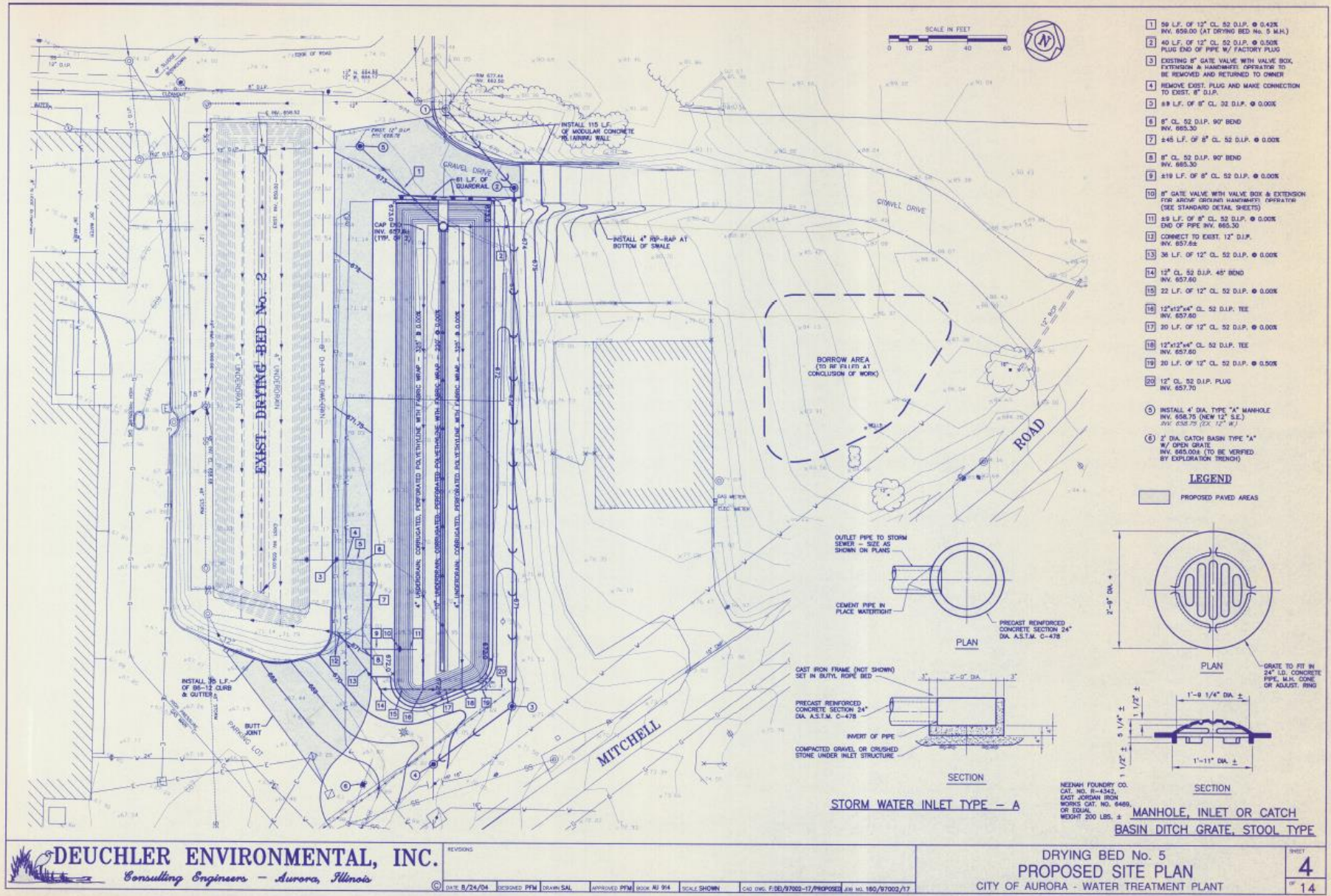
# Attachment D

## ATTACHMENT D



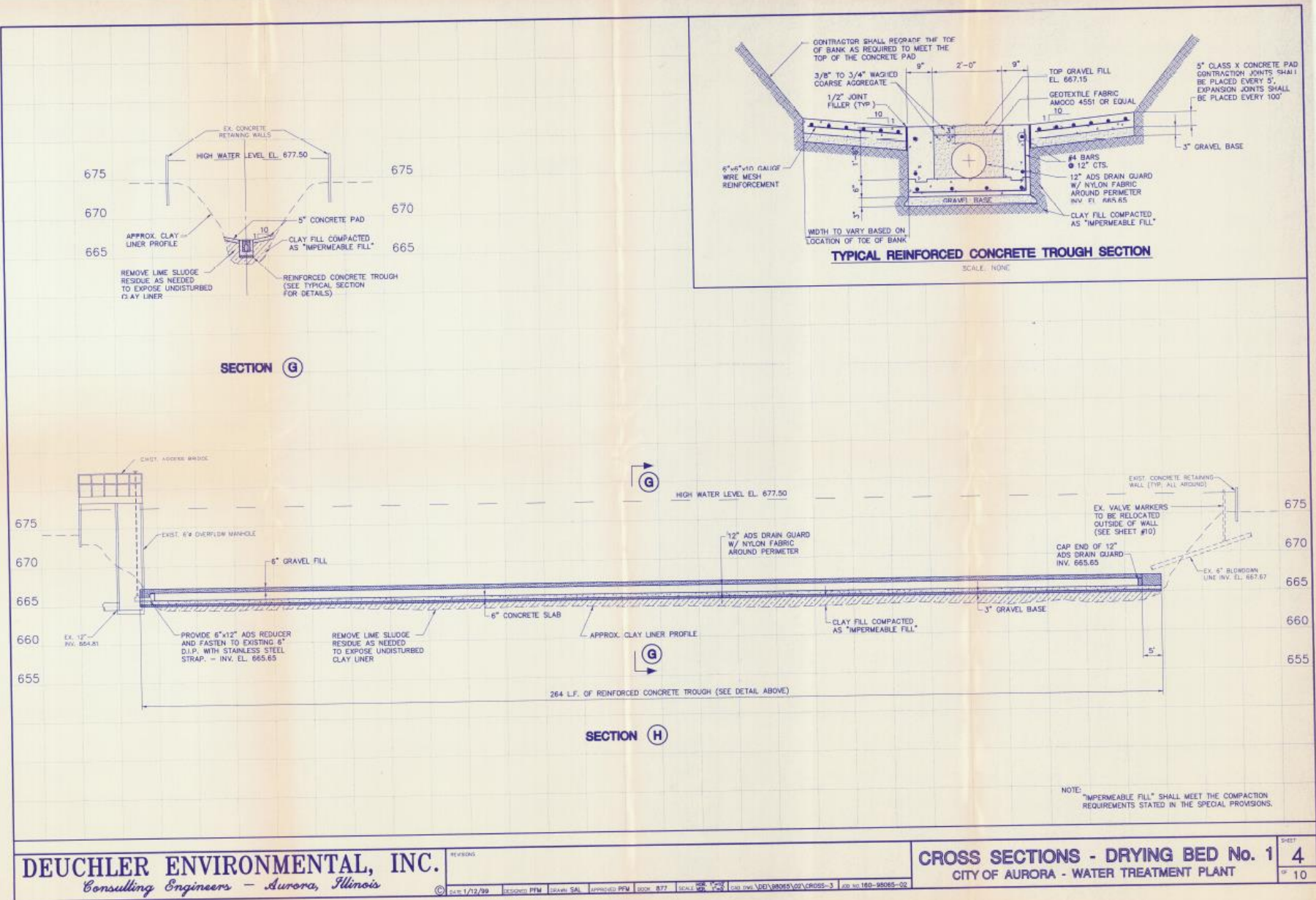


# ATTACHMENT D

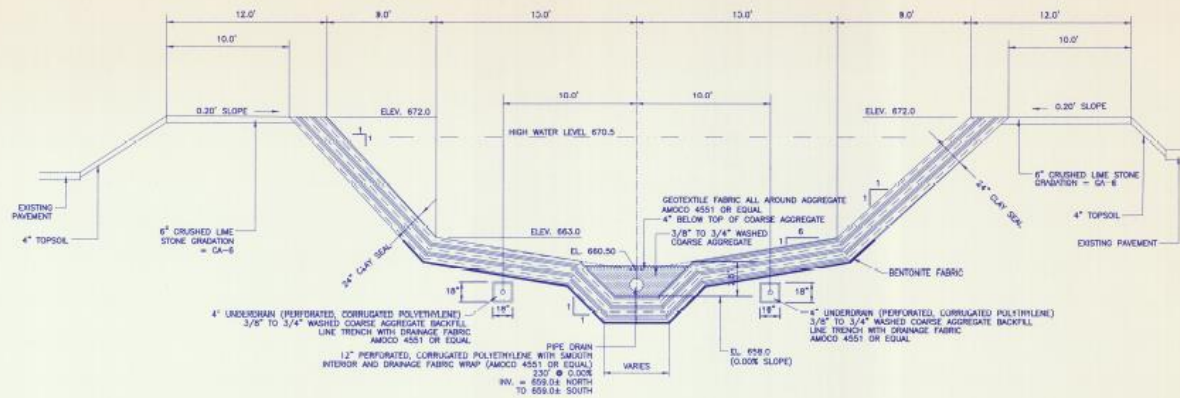




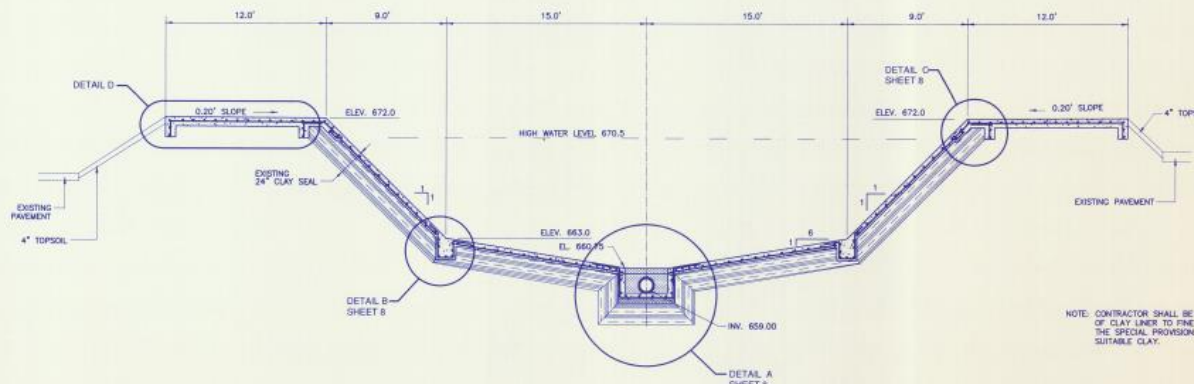
# ATTACHMENT D



# ATTACHMENT D



TYPICAL EXISTING CROSS SECTION



TYPICAL PROPOSED CROSS SECTION

NOTE: CONTRACTOR SHALL BE ALLOWED TO REMOVE A MAXIMUM OF 6 INCHES OF CLAY LINER TO FINE GRADE THE DRYING BED IN ACCORDANCE WITH THE SPECIAL PROVISION: SP-17 DRYING BED PREPARATION / IMPORT SUITABLE CLAY.

**DEUCHLER ENVIRONMENTAL, INC.**  
Consulting Engineers - Aurora, Illinois

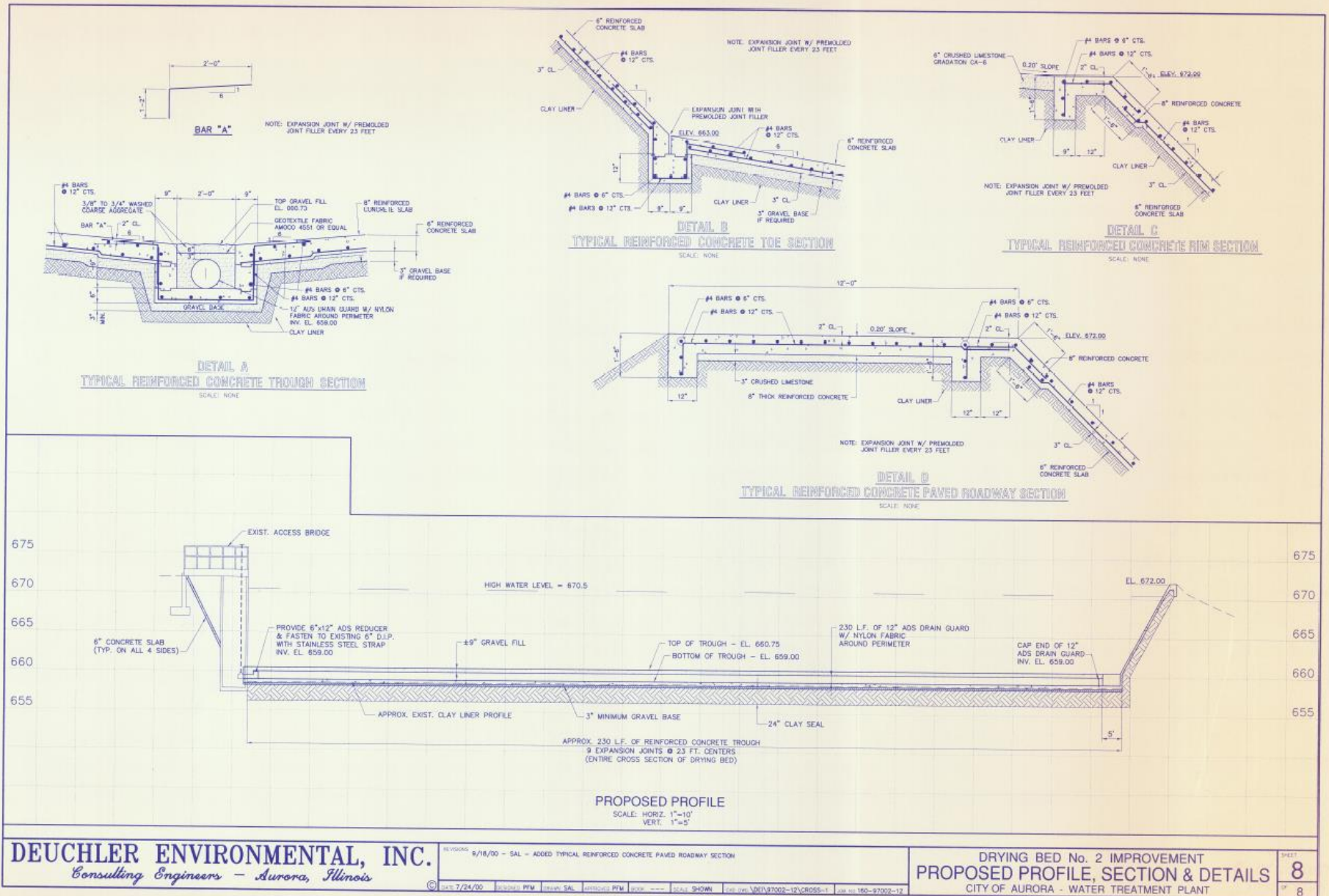
REVISIONS: 8/16/00 - 1A - REVISED PROPOSED CROSS SECTION  
DESIGNED: [Signature] DRAWN: [Signature] APPROVED: [Signature] DATE: 2/26/00  
SCALE: 1/4" = 1'-0"

DRYING BED No. 2 IMPROVEMENT  
PROPOSED CROSS SECTION IMPROVEMENT  
CITY OF AURORA - WATER TREATMENT PLANT

SHEET 7  
OF 8

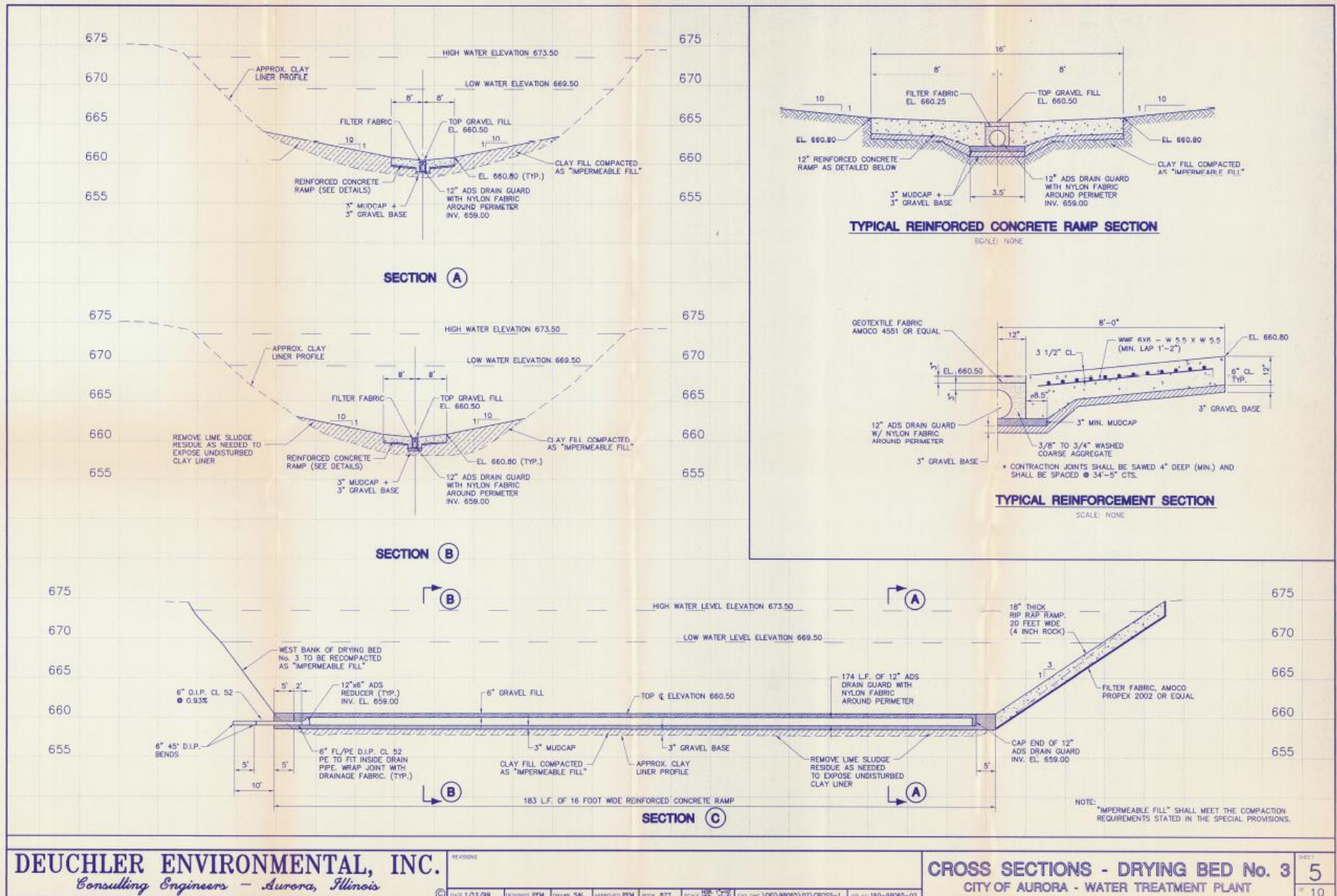


## **ATTACHMENT D**

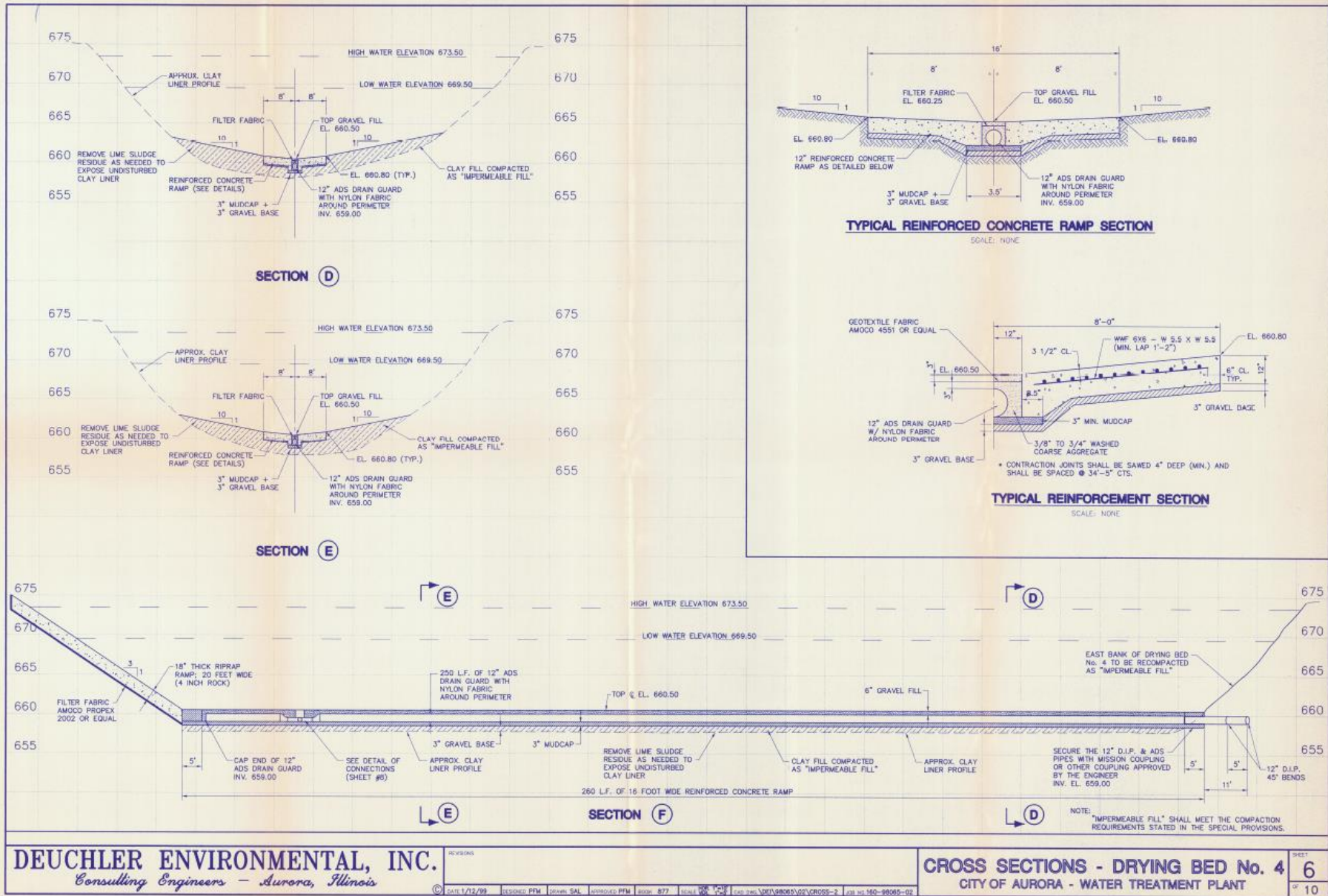




# ATTACHMENT D

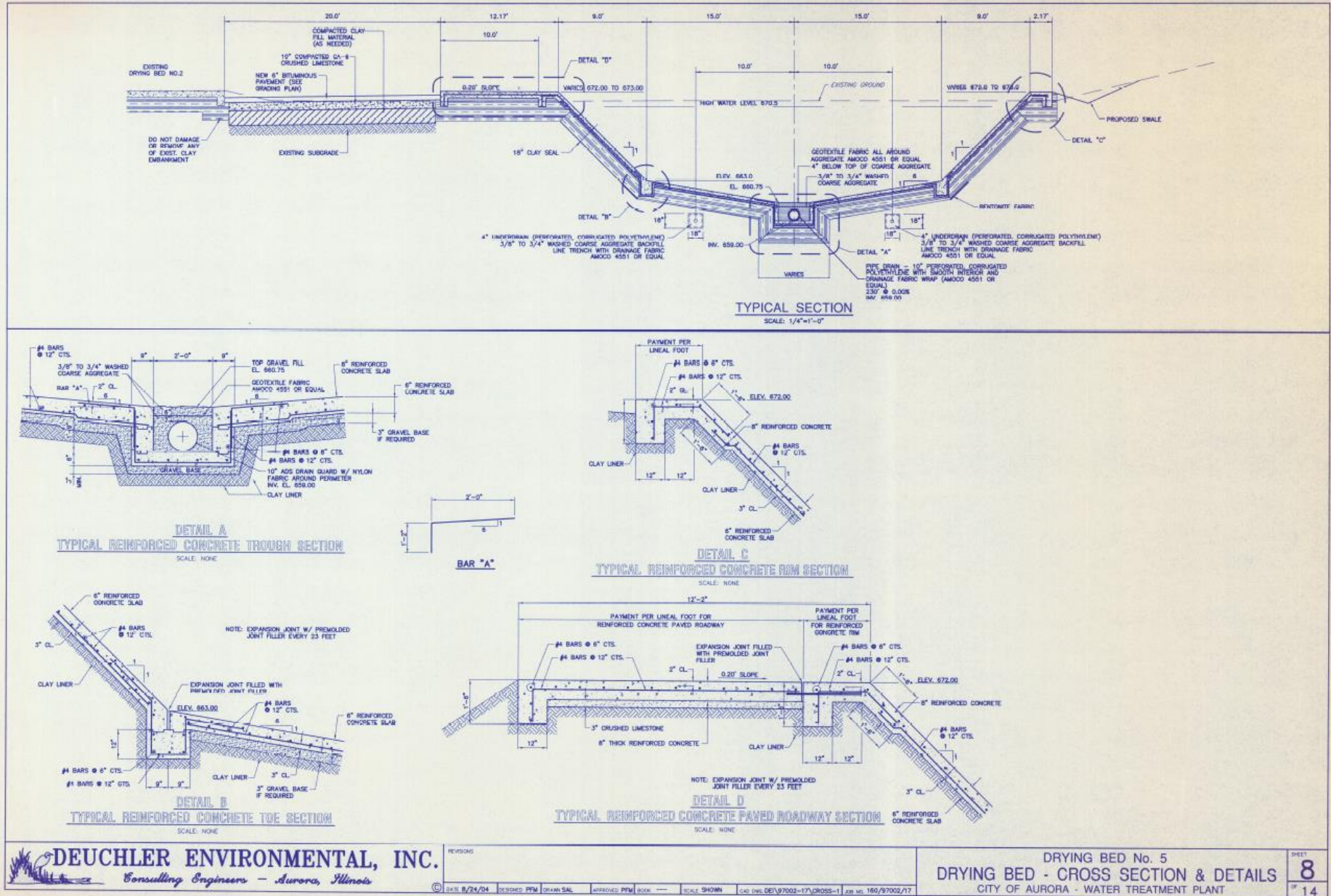


## ATTACHMENT D

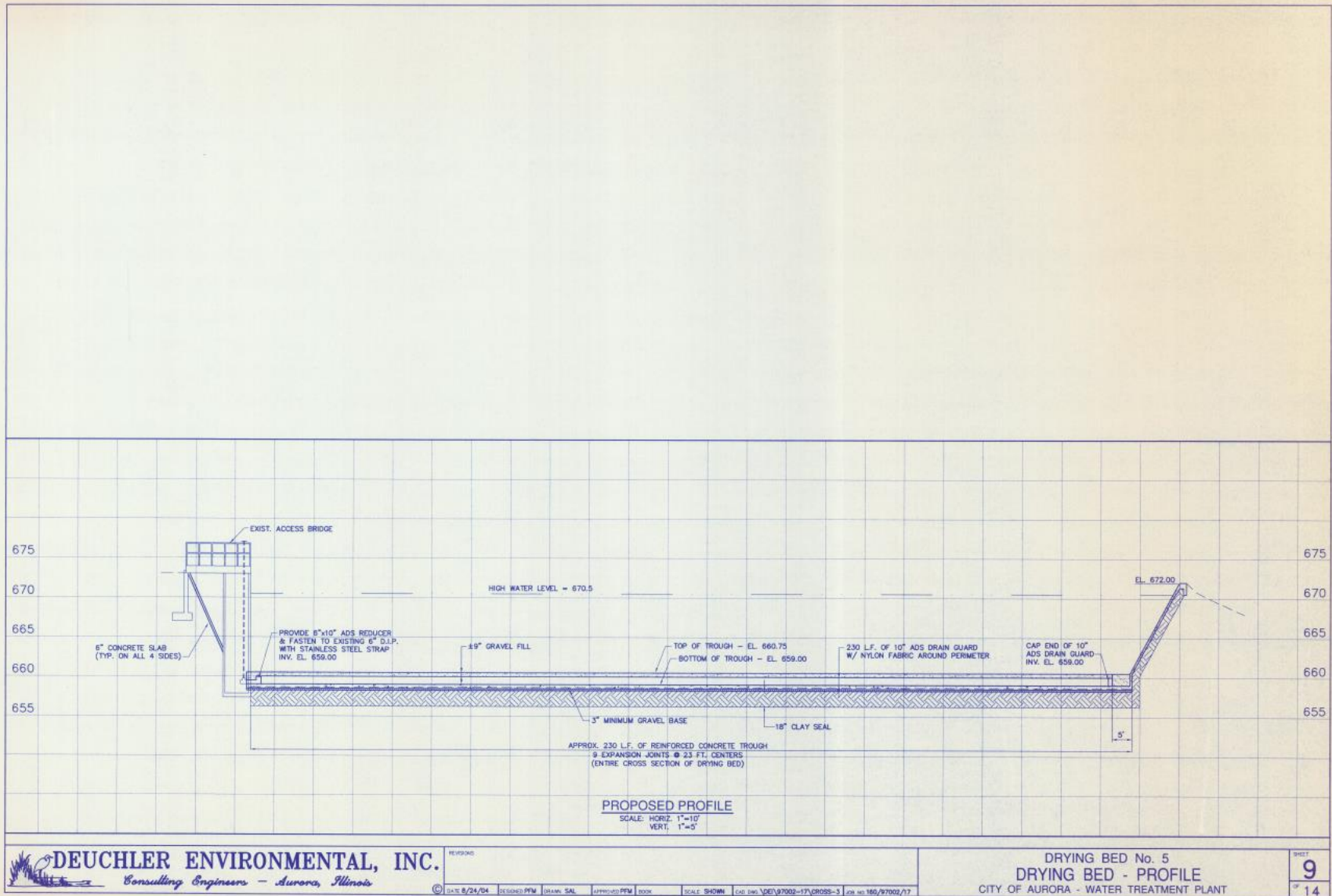




# ATTACHMENT D



# ATTACHMENT D



City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
June 2020  
Bid No. 20-35

# Attachment E



ATTACHMENT E

City of Aurora Water Treatment Plant



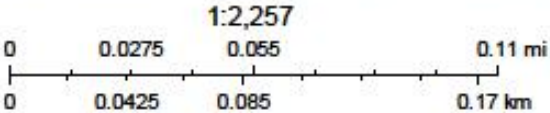
June 1, 2020

Centerlines

Approximate  
Lime Sludge Lagoon Volumes

- Lagoon #1 – 2,800 CY
- Lagoon #2 – 2,800 CY
- Lagoon #3 – 8,400 CY
- Lagoon #4 – 7,700 CY
- Lagoon #5 – 2,800 CY

NTS



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
The City of Aurora GIS and Engineering Department.

Kane County IL/Ayres, St.Charles Illinois | The City of Aurora GIS. | The City of Aurora GIS and Engineering Department. | U.S Census Bureau and The City of Aurora Neighborhood Redevelopment Division. | FEMA |

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
June 2020  
Bid No. 20-35

# Attachment F





	CITY OF AURORA WATER TREATMENT PLANT				
	LIME SLUDGE DISPOSED TO ORCHARD HILLS LANDFILL				
		OR LAND APPLICATION			
		JANUARY 1 - JUNE 30, 2015			2 of 2
				VOLUME	
DATE	WET TONS	% SOLIDS	DRY TONS	CU. YDS.	NOTES
5/1/2015	309.64	49.60	153.58	261.52	LAND APPLICATION
5/4/2015	300.40	29.07	87.33	253.72	LANDFILL
5/5/2015	426.32	50.25	214.23	360.07	LANDFILL
5/7/2015	355.05	23.34	82.87	299.87	LANDFILL
5/8/2015	290.99	48.51	141.16	245.77	LANDFILL
5/11/2015	104.07	56.14	58.42	87.90	LANDFILL
5/11/2015	80.87	56.14	45.40	68.30	LAND APPLICATION
5/13/2015	192.72	49.30	95.01	162.77	LANDFILL
5/19/2015	254.23	49.26	125.23	214.72	LANDFILL
5/20/2015	246.64	35.05	86.45	208.31	LANDFILL
5/21/2015	254.00	15.82	40.18	214.53	LAND APPLICATION
5/22/2015	246.89	40.33	99.57	208.52	LAND APPLICATION
5/26/2015	422.89	35.64	150.72	357.17	LANDFILL
5/27/2015	430.00	37.71	162.15	363.18	LANDFILL
5/28/2015	274.27	35.01	96.02	231.65	LANDFILL
5/29/2015	656.86	42.80	281.14	554.78	LAND APPLICATION
5/29/2015	91.62	42.80	39.21	77.38	LANDFILL
6/1/2015	149.32	51.39	76.74	126.11	LANDFILL
6/1/2015	887.98	51.39	456.33	749.98	LAND APPLICATION
6/2/2015	585.26	56.93	333.19	494.31	LAND APPLICATION
6/5/2015	42.73	58.65	25.06	36.09	LANDFILL
6/5/2015	529.03	58.65	310.28	446.82	LAND APPLICATION
6/15/2015	307.25	37.44	115.03	259.50	LANDFILL
6/16/2015	383.13	41.85	160.34	323.59	LANDFILL
6/17/2015	305.03	36.11	110.15	257.63	LANDFILL
6/18/2015	315.01	34.66	109.18	266.06	LANDFILL
6/19/2015	261.84	37.21	97.43	221.15	LANDFILL
6/22/2015	107.08	34.87	37.34	90.44	LANDFILL
6/22/2015	413.57	34.87	144.21	349.30	LAND APPLICATION
Jan.- June 2015	19476.58		8174.49	16449.81	



[illegible]

CITY OF AURORA WATER TREATMENT PLANT					
LIME SLUDGE DISPOSED TO ORCHARD HILLS LANDFILL					
OR LAND APPLICATION					
JANUARY 1 - JUNE 30, 2016					1 of 2
DATE	WET TONS	% SOLIDS	DRY TONS	VOLUME CU. YDS.	NOTES
1/20/2016	427.31	33.43	142.85	360.90	LANDFILL
1/21/2016	387.63	44.04	170.71	327.39	LANDFILL
1/22/2016	387.26	35.62	137.94	327.08	LANDFILL
1/25/2016	279.70	31.78	88.89	236.23	LANDFILL
1/26/2016	369.77	27.03	99.95	312.31	LANDFILL
1/28/2016	516.88	27.89	144.16	436.55	LANDFILL
1/29/2016	423.10	36.20	153.16	357.35	LANDFILL
2/1/2016	448.70	34.23	153.59	378.97	LANDFILL
2/2/2016	370.09	32.17	119.06	312.58	LANDFILL
2/3/2016	373.08	35.26	131.55	315.10	LANDFILL
2/4/2016	424.16	31.44	133.36	358.24	LANDFILL
2/5/2016	537.02	32.04	172.06	453.56	LAND APPLICATION
2/8/2016	311.99	28.07	87.58	263.51	LANDFILL
2/9/2016	254.45	33.36	84.88	214.91	LANDFILL
2/23/2016	328.31	29.40	96.52	277.29	LANDFILL
3/15/2016	397.69	43.07	171.29	335.89	LANDFILL
3/16/2016	328.71	35.98	118.27	277.63	LANDFILL
3/17/2016	379.66	39.96	151.71	320.66	LANDFILL
3/18/2016	344.66	35.32	121.73	291.10	LANDFILL
3/21/2016	321.22	50.00	160.61	271.30	LANDFILL
3/22/2016	225.87	35.31	79.75	190.77	LANDFILL
3/23/2016	247.12	31.71	78.36	208.72	LANDFILL
3/24/2016	333.70	37.90	126.47	281.84	LANDFILL
3/25/2016	202.09	51.64	104.36	170.68	LANDFILL
3/28/2016	260.04	42.19	109.71	219.63	LANDFILL
3/29/2016	400.79	51.95	208.21	338.51	LANDFILL
3/30/2016	355.45	46.91	166.74	300.21	LANDFILL
3/31/2016	373.14	45.08	168.21	315.15	LANDFILL
4/1/2016	390.95	47.51	185.74	330.19	LANDFILL
4/4/2016	329.61	46.87	154.49	278.39	LANDFILL
4/5/2016	364.01	46.47	169.16	307.44	LANDFILL
4/6/2016	378.05	47.13	178.17	319.30	LANDFILL
4/7/2016	256.72	33.49	85.98	216.82	LANDFILL
4/8/2016	388.80	47.06	182.97	328.38	LANDFILL
4/11/2016	305.99	44.30	135.55	258.44	LANDFILL
4/12/2016	449.06	44.68	200.64	379.27	LANDFILL
4/13/2016	320.56	38.56	123.61	270.74	LANDFILL
4/13/2016	85.53	38.56	32.98	72.24	LAND APPLICATION
4/14/2016	437.11	46.45	203.04	369.18	LAND APPLICATION
4/15/2016	615.11	39.63	243.77	519.52	LAND APPLICATION
4/16/2016	596.46	54.27	323.70	503.77	LAND APPLICATION





[illegible]

CITY OF AURORA WATER TREATMENT PLANT					
LIME SLUDGE DISPOSED TO ORCHARD HILLS LANDFILL					
OR LAND APPLICATION					
JANUARY 1 - JUNE 30, 2017					1 of 2
DATE	WET TONS	% SOLIDS	DRY TONS	VOLUME CU. YDS.	NOTES
1/3/2017	454.67	42.42	192.87	384.01	LANDFILL
1/9/2017	277.29	33.20	92.06	234.20	LAND APPLICATION
1/10/2017	377.87	36.66	138.53	319.15	LANDFILL
1/11/2017	354.69	35.96	127.55	299.57	LANDFILL
1/16/2017	261.27	37.55	98.11	220.67	LANDFILL
1/17/2017	371.55	36.24	134.65	313.81	LANDFILL
1/18/2017	428.54	34.72	148.79	361.94	LANDFILL
1/19/2017	384.62	32.78	126.08	324.85	LANDFILL
1/20/2017	442.35	30.40	134.47	373.61	LANDFILL
1/23/2017	446.18	31.46	140.37	376.84	LANDFILL
1/24/2017	362.65	33.56	121.71	306.29	LANDFILL
1/25/2017	321.68	34.41	110.69	271.69	LANDFILL
1/26/2017	385.32	36.16	139.33	325.44	LANDFILL
1/27/2017	317.20	38.29	121.46	267.91	LANDFILL
1/30/2017	357.64	32.77	117.20	302.06	LAND APPLICATION
2/1/2017	176.73	33.04	58.39	149.27	LANDFILL
2/2/2017	403.66	37.63	151.90	340.93	LAND APPLICATION
2/3/2017	275.94	32.72	90.29	233.06	LAND APPLICATION
2/6/2017	345.90	30.29	104.77	292.15	LANDFILL
2/7/2017	332.21	28.75	95.51	280.58	LANDFILL
2/8/2017	378.68	31.94	120.95	319.83	LANDFILL
2/9/2017	385.00	31.77	122.31	325.17	LAND APPLICATION
2/10/2017	325.38	31.42	102.23	274.81	LAND APPLICATION
2/13/2017	362.91	36.89	133.88	306.51	LANDFILL
2/14/2017	387.63	37.60	145.75	327.39	LANDFILL
4/18/2017	379.94	38.47	146.16	320.90	LANDFILL
4/19/2017	461.52	43.77	202.01	389.80	LANDFILL
4/24/2017	220.31	42.66	93.98	186.07	LANDFILL
4/25/2017	414.80	42.92	178.03	350.34	LAND APPLICATION
4/26/2017	502.14	46.09	231.44	424.10	LAND APPLICATION
4/27/2017	255.54	45.00	114.99	215.83	LANDFILL
4/28/2017	164.81	46.38	76.44	139.20	LANDFILL
4/28/2017	164.82	43.00	70.87	139.21	LANDFILL
5/1/2017	321.60	42.98	138.22	271.62	LANDFILL
5/2/2017	395.04	45.86	181.17	333.65	LANDFILL
5/3/2017	419.47	46.56	195.31	354.28	LANDFILL
5/4/2017	447.35	46.28	207.03	377.83	LANDFILL
5/5/2017	352.23	43.59	153.54	297.49	LANDFILL
5/8/2017	231.87	48.64	112.78	195.84	LANDFILL
5/9/2017	314.67	54.14	170.36	265.77	LANDFILL
5/10/2017	444.62	44.31	197.01	375.52	LANDFILL



[illegible]



[illegible]

CITY OF AURORA WATER TREATMENT PLANT					
LIME SLUDGE DISPOSED TO ORCHARD HILLS LANDFILL					
OR LAND APPLICATION					
JANUARY 1 - JUNE 30, 2018					1 of 2
DATE	WET TONS	% SOLIDS	DRY TONS	VOLUME CU. YDS.	NOTES
1/8/2018	439.96	34.43	151.48	371.59	LANDFILL
1/9/2018	329.51	42.67	140.60	278.30	LANDFILL
1/10/2018	265.52	35.09	93.17	224.26	LANDFILL
1/11/2018	384.72	32.15	123.69	324.93	LANDFILL
1/12/2018	257.25	33.68	86.64	217.27	LANDFILL
1/18/2018	241.84	34.70	83.92	204.26	LANDFILL
1/19/2018	261.57	32.23	84.30	220.92	LANDFILL
1/22/2018	336.17	31.18	104.82	283.93	LANDFILL
1/23/2018	260.34	33.62	87.53	219.88	LANDFILL
1/24/2018	262.93	32.83	86.32	222.07	LANDFILL
1/25/2018	263.70	33.81	89.16	222.72	LANDFILL
1/26/2018	268.05	32.57	87.30	226.39	LANDFILL
1/29/2018	355.10	32.60	115.76	299.92	LANDFILL
1/30/2018	260.57	37.36	97.35	220.08	LANDFILL
1/31/2018	260.20	32.45	84.43	219.76	LANDFILL
2/1/2018	254.45	32.82	83.51	214.91	LANDFILL
2/2/2018	314.67	33.83	106.45	265.77	LANDFILL
2/5/2018	254.85	30.98	78.95	215.24	LANDFILL
2/6/2018	222.53	29.90	66.54	187.95	LANDFILL
2/8/2018	300.25	45.85	137.66	253.59	LANDFILL
2/13/2018	226.88	37.82	85.81	191.62	LANDFILL
2/14/2018	319.71	38.18	122.07	270.03	LANDFILL
2/16/2018	269.64	44.17	119.10	227.74	LANDFILL
2/19/2018	331.68	48.40	160.53	280.14	LANDFILL
2/20/2018	367.66	52.72	193.83	310.52	LANDFILL
2/22/2018	373.06	41.21	153.74	315.08	LANDFILL
2/23/2018	324.02	47.89	155.17	273.67	LANDFILL
2/26/2018	406.01	43.86	178.08	342.91	LANDFILL
2/27/2018	225.99	46.18	104.36	190.87	LANDFILL
2/28/2018	255.10	40.38	103.01	215.46	LANDFILL
3/1/2018	303.38	40.83	123.87	256.23	LANDFILL
3/2/2018	332.73	55.92	186.06	281.02	LANDFILL
3/5/2018	332.64	54.17	180.19	280.95	LANDFILL
3/6/2018	332.45	56.15	186.67	280.79	LANDFILL
3/7/2018	315.05	46.51	146.53	266.09	LANDFILL
3/8/2018	368.32	51.14	188.36	311.08	LANDFILL
3/9/2018	302.24	45.30	136.91	255.27	LANDFILL
3/14/2018	65.06	45.30	29.47	54.95	LANDFILL
5/21/2018	387.88	29.90	115.98	327.60	LANDFILL
5/22/2018	386.57	34.50	133.37	326.49	LANDFILL
5/23/2018	328.22	28.15	92.39	277.21	LANDFILL

[illegible]





CITY OF AURORA WATER TREATMENT PLANT					
LIME SLUDGE DISPOSED TO ORCHARD HILLS LANDFILL					
OR LAND APPLICATION					
JANUARY 1 TO JUNE 30, 2019				1 of 2	
DATE	WET TONS	% SOLIDS	DRY TONS	VOLUME CU. YDS.	NOTES
1/2/2019	365.22	30.86	112.71	308.46	LANDFILL
1/3/2019	331.87	32.52	107.92	280.30	LANDFILL
1/4/2019	336.28	33.15	111.48	284.02	LANDFILL
1/7/2019	374.54	37.17	139.22	316.33	LANDFILL
1/9/2019	365.05	31.93	116.56	308.32	LANDFILL
1/10/2019	317.73	29.53	93.83	268.35	LANDFILL
1/11/2019	309.51	32.01	99.07	261.41	LANDFILL
1/14/2019	315.95	30.31	95.76	266.85	LANDFILL
1/15/2019	385.66	30.06	115.93	325.73	LANDFILL
1/16/2019	213.49	33.64	71.82	180.31	LANDFILL
1/17/2019	394.17	33.40	131.65	332.91	LANDFILL
1/18/2019	336.53	32.62	109.78	284.23	LANDFILL
1/22/2019	254.23	32.17	81.79	214.72	LANDFILL
1/24/2019	340.00	32.80	111.52	287.16	LANDFILL
2/4/2019	300.00	33.23	99.69	253.38	LANDFILL
2/5/2019	303.57	34.76	105.52	256.39	LANDFILL
2/7/2019	320.70	32.00	102.62	270.86	LANDFILL
2/8/2019	200.80	37.21	74.72	169.59	LANDFILL
2/11/2019	318.95	44.08	140.59	269.38	LANDFILL
2/13/2019	236.82	34.20	80.99	200.02	LANDFILL
2/14/2019	359.46	35.08	126.10	303.60	LANDFILL
2/15/2019	358.37	35.34	126.65	302.68	LANDFILL
2/18/2019	245.85	41.19	101.27	207.64	LANDFILL
2/19/2019	318.87	39.01	124.39	269.32	LANDFILL
2/21/2019	158.04	35.79	56.56	133.48	LANDFILL
4/15/2019	362.71	43.47	157.67	306.34	LANDFILL
4/16/2019	341.91	39.66	135.60	288.78	LANDFILL
4/17/2019	381.59	50.55	192.89	322.29	LANDFILL
4/18/2019	376.57	44.69	168.29	318.05	LANDFILL
4/19/2019	372.39	40.80	151.94	314.52	LANDFILL
4/22/2019	563.69	42.75	240.98	476.09	LAND APPLICATION
4/23/2019	367.80	62.60	230.24	310.64	LAND APPLICATION
4/23/2019	105.88	62.60	66.28	89.43	LANDFILL
4/24/2019	505.83	36.33	183.77	427.22	LAND APPLICATION
4/25/2019	441.67	34.64	152.99	373.03	LAND APPLICATION
4/25/2019	104.33	34.64	36.14	88.12	LANDFILL
4/26/2019	340.82	39.02	132.99	287.85	LANDFILL
4/29/2019	126.13	46.38	58.50	106.53	LANDFILL
4/30/2019	355.49	42.40	150.73	300.24	LANDFILL
5/1/2019	367.91	50.14	184.47	310.73	LANDFILL
5/2/2019	376.94	36.82	138.79	318.36	LANDFILL
5/3/2019	366.83	34.30	125.82	309.82	LANDFILL
5/6/2019	353.80	42.16	149.16	298.82	LANDFILL
5/7/2019	294.41	46.18	135.96	248.66	LANDFILL
5/7/2019	42.14	46.18	19.46	35.59	LAND APPLICATION



[illegible]



[illegible]

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
June 2020  
Bid No. 20-35

# Attachment G

**ATTACHMENT G**



Lagoon #5  
Drainage Pipe  
Looking North



Lagoon #5  
Drainage Pipe  
Looking South



**ATTACHMENT G**



Lagoon #3  
Drainage Pipe  
Looking West



Lagoon #3  
Drainage Pipe  
Looking East

## **Prevailing Wages**

### **PART 1 GENERAL**

#### **1.01 ILLINOIS PREVAILING WAGE ACT**

- A The Illinois Prevailing Wage Act stipulates that Contractors and Contractor's subcontractors for this Public Works Contract shall pay to all laborers, workmen, and mechanics performing work under this Contract not less than the prevailing rate of wages as determined by the Illinois Department of Labor for the county where the work is performed.

The Prevailing Rate of Wages in the City of Aurora shall be paid to all persons on the project.

- B. Contractor shall prominently post the current Schedule of Prevailing Wages at the project site.

#### **1.02 SCHEDULE OF PREVAILING WAGES**

- A. Copies of the current Schedule of Prevailing Wages for the county where the work is performed are available from:

1. Illinois Department of Labor: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>
2. Illinois Department of Labor, 900 S. Spring St. Springfield, Illinois 62704.
3. Illinois Department of Labor (217) 782-1710

#### **1.03 CHANGES IN PREVAILING WAGES**

- A. Contractor shall notify immediately in writing all subcontractors, etc. of all changes in the Schedule of Prevailing Wages.
- B. Contractor shall bear all increases in cost due to changes in the Schedule of Prevailing Wages or labor law during the bidding period and the term of the Contract without any change in the Contract Price.
- C. Change Orders shall be based on the Schedule of Prevailing Wages that is applicable at the time that the Change Order work is scheduled to be performed.

END OF DOCUMENT

City of Aurora, IL  
Water Production Division  
Lime Sludge Removal and Disposal  
July 2020  
Bid No. 20-35

## **Tax Exemptions**

### **PART 1 GENERAL**

#### **1.01 Summary**

- A. This document amends the provisions in Paragraph 6.10 (Taxes) of Document 00700 - General Conditions and Supplementary Condition SC-19.

#### **1.02 ILLINOIS SALES TAX EXEMPTION**

- A. All materials incorporated in the Work under this Contract are exempt from the State of Illinois Sales Tax.
- B. OWNER will provide evidence of tax exempt status to Contractor after award of Contract.
- C. Contractor shall be responsible for providing evidence of tax exempt status to subcontractors performing portions of the Work and suppliers of materials incorporated in the Work.

**END OF DOCUMENT**



## **Site Conditions**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.

#### **1.02 INFORMATION ON SITE CONDITIONS**

- A. All information obtained by the Owner regarding site conditions, topography, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Owner upon request. Such information is offered as supplementary information only. The Owner assumes no responsibility for the completeness or for the Contractor's interpretation of such supplementary information.

#### **1.03 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE**

- A. Where the Contractor's operations could cause damage or inconvenience to telephone, television, power, oil, gas, water, sewer, or any other utility, the Contractor shall make all arrangements necessary for the protection of these utilities and services.
- B. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- C. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- D. The Contractor shall replace, at his own expense, any and all other existing utilities to existing structures removed or damaged during construction, unless otherwise provided for in these Contract Documents.

#### **1.04 INTERFERING STRUCTURES**

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.

### **PART 2 PRODUCTS -NOT USED**

### **PART 3 EXECUTION -NOT USED**

**END OF DOCUMENT**

## **Temporary Facilities, Controls, and Safety**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. In general, items of work to be performed under this Section shall include, but are not limited to labor, materials and equipment to furnish and install temporary construction facilities necessary to complete work as indicated in the Contract Documents.

#### **1.02 TEMPORARY FIELD OFFICES**

- A. The Contractor may elect to provide and maintain a suitable office and work area for the Contractor's administrative, clerical, job personnel, etc. All field offices shall be equipped by Contractor with adequate heat, electric lighting, telephone, file racks for storage of drawings and plan reference table. Locate offices within construction zone as approved by Owner and remove when project is complete.

#### **1.03 STORAGE**

- A. Each Contractor shall provide and maintain such additional storage areas and other temporary facilities on project site as required for his own use. Locate storage within construction zone and as approved by Owner.

#### **1.04 TEMPORARY CONSTRUCTION BARRICADES**

- A. Barricades, Guards and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, fencing, construction signs, lights and guards as required shall be furnished, installed and maintained by the Contractor at all open excavations during the progress of the construction work and until the work is completed. All material piles, equipment, pipe, etc. which may serve as obstructions to traffic shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of OSHA and the appropriate authorities respecting safety provisions shall be observed.

#### **1.05 ACCESS TO SITES**

- A. Access to sites shall be by designated roads and drives. Secure approval for location of entrances from Owner. Instruct all parties concerning approved routes and parking areas and do not permit vehicles to travel on any other than designated areas.
- B. The Contractor shall at all times provide proper facilities for safe access to the work by the Owner and his authorized representatives, and by all authorized government officials.
- C. The Contractor shall maintain access to existing structures at all times. No barricading of doors by equipment or materials will be allowed.

#### **1.06 TEMPORARY SCAFFOLDS, STAGING, SAFETY DEVICES AND SPECIAL EQUIPMENT AND SAFETY**

- A. Provide, erect, maintain and remove, when necessary, all scaffolding, staging platforms, hoistways, temporary runways, temporary flooring, guards, railings, special equipment, stairs, etc. as required to complete work and as required by local and state codes, or laws, for protection of workmen and the public, including but not limited to, the 2000 IBC and the

Federal Occupational Health and Safety Act (current version) as applicable, including amendments to each. Construction, inspection and maintenance of above items shall comply with all safety codes and regulations as applicable to project. All shall be installed by Contractor with proper guards to protect all parts of buildings, grounds and neighboring and public properties, etc., from damage and/or defacement during progress of work. Contractor shall repair and make good damage resulting from non-observance of these requirements. Repairs to be done to entire satisfaction of the Owner and without cost to Owner.

- B. The Contractor shall do all work necessary for safety and be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable Federal, State, County and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified elsewhere in these Contract Documents. Where any of these are in conflict; the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations or relieve him of the penalties set forth therein. The Contractor shall comply with all relevant provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor.

#### 1.07 IMPROVEMENTS, ALTERATIONS, DAMAGES AND/OR CHANGES OUTSIDE CONSTRUCTION ZONE

- A. Contractor shall be completely responsible for damage done to adjacent construction, properties and utilities which is in any way attributable to construction operations. Contractor shall repair such damage at his own expense to satisfaction of Owner.
- B. Contractor shall completely and faithfully restore disturbed areas outside of construction zone which are not shown or specified to be permanently changed as a result of this work.
- C. Authority for performing removal and alteration work on property adjoining Owner's property must be obtained by Contractor.

#### 1.08 TEMPORARY WATER DURING CONSTRUCTION

- A. City water for construction purposes will be available to the Contractor however, the Contractor will be required to meter his water usage. Water meters are available at the City's Water Billing Department. The Contractor shall exercise the use of water conservation methods during construction activities. If the City deems that such measures are not being employed, the City reserves the option to charge the Contractor at the prevailing water rate for water used for the project. Backflow prevention, hoses, etc. shall be the Contractors responsibility. The Contractor shall take necessary precautions to prevent the contamination of the City water supply. Upon completion of the project, or whenever the water meter and water are no longer required, the Contractor shall return the meter in good condition to the same location.

#### 1.09 TEMPORARY TOILET FACILITIES

- A. The Contractor shall provide, install and maintain necessary toilet facilities, complete with enclosures, for use of workers of all trades. These toilets shall be placed at time work starts and continued until such time as permanent facilities are put in operating condition. These temporary toilets shall be of chemical type and shall be placed and maintained, as required in accordance with local Health Ordinances, in a sanitary condition and contents removed from premises as often as required.

#### 1.10 TEMPORARY TELEPHONE

- A. The Contractor shall provide for his own telephone service. The Contractor shall furnish and maintain cellular telephone service with answering machine and/or pager for duration of his work at site.

#### 1.11 TEMPORARY ELECTRICITY DURING CONSTRUCTION

- A. General Requirements: City electricity for construction purposes will be available to the Contractor. The Contractor shall exercise the use of electricity conservation methods during construction activities. If the City deems that such measures are not being employed, the City reserves the option to disallow City electricity from use, at which time the Contractor will need to provide his own electricity for the remainder of the project.
- B. Capacity and Size: Electric services shall be of sufficient capacity and characteristics to supply proper current for various types of construction tools, motors, welding machines, lights, heating plant, air condition system, pumps and other work required. All necessary temporary wiring, panelboards, outlets, switches, lamps, fuses, controls and accessories shall be provided. A sufficient number of electric outlets shall be provided on each floor along with adequate lighting in all stair wells and corridors. Materials used for temporary service shall not be used in permanent system unless specific approval is given by the Owner. Temporary service shall be so constructed and arranged as not to interfere with progress of other trades. This system shall be erected and maintained strictly in accordance with all ordinances pertaining thereto inclusive of O.S.HA

#### 1.12 COLD WEATHER PROTECTION AND TEMPORARY HEAT

- A. Contract price shall include cost of all necessary labor and operating personnel required to operate and provide temporary heating. All fuel shall be furnished and paid for by the Contractor.
- B. Equipment: The Contractor shall furnish, install, maintain, operate and pay all costs for blower type, unit heaters for providing necessary heat for required equipment to perform work when needed. Each unit shall be properly vented to dissipate noxious fumes and prevent discoloration of building construction. All temporary heating devices shall be provided with normal safety features to prevent injury to buildings, occupants and for workmen. Location and arrangement of equipment shall be in accordance with O.S.H.A. and governing requirements and approved by Owner.

#### 1.13 TEMPORARY UTILITY CONNECTIONS

- A. The Contractor, Who has installed a temporary utility connection as herein specified, shall, prior to final acceptance, remove temporary connections and installations and leave premises restored to condition in which it was found.

#### 1.14 LIFTING DEVICES AND HOISTING FACILITIES

- A. The Contractor shall provide lifting devices and hoisting facilities as required for completion of his work.

#### 1.15 SITE SECURITY

- A. The Contractor shall cooperate with Owner to keep access gates locked when no personnel are on site.
- B. Leaving the work site unsecured overnight is not acceptable.

#### 1.16 GENERAL MAINTENANCE

- A. Without limiting responsibility of subcontractors as herein provided, the Contractor shall, at his own expense:
  - 1 Maintain site and all of work in an orderly and clean condition at all times.
  - 2 Keep floors, roads, sidewalks, pavements and parking areas free from accumulation of dirt, rubbish and general refuse from construction activities at all times.
- B. Each subcontractor, in connection with his work, shall avoid excessive dirt, rubbish, debris and general refuse accumulation and shall be responsible for its removal.
- C. Each subcontractor shall also keep his materials in proper storage arrangement at all times.
- D. If each subcontractor does not comply with above paragraphs, the Contractor when cleaning interior of structure or site as required herein, shall clean area and remove debris at subcontractor's expense.

#### 1.17 FIRE PROTECTION

- A. Contractor and subcontractors shall take necessary precautions to guard against and eliminate all possible fire hazards and to prevent damage to any part of construction, temporary construction, stored materials and existing buildings and property.

#### 1.18 CONSTRUCTION SITE DRAINAGE

- A. Take charge of and maintain existing construction site drainage systems.
- B. Establish and construct additional temporary site drainage systems where required to adequately drain surfaces so that rain and storm waters are diverted from construction site. Drain onto or toward existing public road drains, without hazard and damage to public streets, adjacent properties and existing utilities.

#### 1.19 PROTECTION OF PAVEMENTS

- A. The pavement and structures on or adjacent to the work shall be protected in a manner satisfactory to the Owner from damage by lugs or cleats on treads or wheels of equipment.
- B. All equipment used in the prosecution of the work shall comply with the legal loading limits established by the Statutes of the State of Illinois when moved over or operated on any pavement or structure unless permission in writing has been issued by the Owner.
- C. Before using any equipment which may exceed the legal loading of roads and bridges, the Contractor shall secure a permit from the State, County, City or Township as required in order to transport this heavy equipment. Copies of these permits should be given to the Owner. The Owner shall not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.
- D. Where the Contractor's equipment is operated on any portion of the pavement or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations and at other times as directed by the Owner. No addition compensation will be allowed for this requirement.

#### PART 2 PRODUCTS -NOT USED

#### PART 3 EXECUTION -NOT USED

END OF DOCUMENT

## **Contract Closeout**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. This Section specifies administrative and procedural requirements for project closeout.

#### **1.02 RELATED SECTIONS**

- A. Related requirements specified elsewhere:
1. Section 01010 -Schedule and Summary of Work.
  2. Section 01710 -Cleaning.
  3. Section 01720 -Project Record Documents.
  4. Respective Specification Sections -Closeout Submittals required of trades.

#### **1.03 FINAL ACCEPTANCE**

- A. Preliminary Procedures:
- Before requesting final inspection for certification of final acceptance and final payment, complete following. List exceptions in request.
- Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - Submit written declaration that all aspects of contract documents have been complied with.
  - Submit an updated final statement, accounting for final additional changes to Contract Sum.
  - Submit certified copy of Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
  - Submit final meter readings for utilities, measured record of stored fuel, and similar data as of date of Substantial Completion, or when Owner took possession of and responsibility for corresponding elements of work.
  - Submit a final liquidated damages settlement statement.
  - Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Re-inspection Procedure:
1. Owner will re-inspect work upon receipt of notice that work, including inspection list items from earlier inspections, has been completed in accordance with contract documents, except items whose completion has been delayed because of circumstances acceptable to Owner.
  2. Upon completion of re-inspection, Owner will prepare a certificate of final acceptance, or advise Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

C. Final Application for Payment -Submit:

1. Application for Payment.
2. Consent of Surety Company to Final Payment.
3. Contractor's Affidavit of Release of Liens.
4. Contractor's Affidavit of Debts and Claims.
5. Final Waivers of Lien from Subcontractors and Suppliers.
6. Owner will process final application in accordance with conditions of contract provisions.

END OF DOCUMENT