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-11 ADJUSTMENT OF UNIT PRICES

The unit price cost items for all bid items listed in the Bid Proposal, shall be revised or adjusted during the duration of the contract. The bid items will be revised as follows:

On January 1st of each calendar year during the duration of the contract, Unit Price Bid Item Nos. 1 and 2 will be adjusted according to the change in the Construction Cost Index (CCI) for the Chicago Area as published in the Engineering-News-Record (ENR) as compared to the same CCI of January 1st of the previous year. This adjustment can be either positive or negative and will not affect any of the terms and conditions stated in the Contract Documents.

SP-12 CONTRACT TERM

This Contract will be awarded for a two (2) year term duration. Unless terminated sooner by the Owner as provided in the Contract Documents, the term of this Contract shall commence on October 23, 2012 and shall continue thereafter for a period of 24 months. This Contract may be extended by mutual consent and continue thereafter for an additional period of 24 months or more, based on the same terms and conditions stated in the Contract Documents.

END OF DOCUMENT

Contractor's Name: Stewart Spreading, Inc.

Address: 3870 N. Route 71 Sheridan, IL

Telephone: 815-695-5667

Contact name and email: Michelle Stewart, President

Contract Documents

For

Lime Sludge Removal and Disposal

Rebid July 2012

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 – Rebid July 2012

Table of Contents

Section	Title	
Division 0 – Bio	dding Requirements	
00120	Advertisement for Bids	
00200	Instructions for Bidders	
00250	Pre-Bid Meeting	
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	
Division 0 – Co	ontracting Requirements	
00510	Notice of Award	
00520	Agreement Form	
00550	Notice to Proceed	
00613	Performance Bond	
00683	Change Order	
00700	Standard General Conditions (GC)	
00800	Supplementary Conditions (SC)	
00810	Special Provisions (SP)	
00820	Prevailing Wages	
00830	Tax Exemptions	
Division 1 – Ge	eneral Requirements	
01011	Site Conditions	
01500	Temporary Facilities, Controls, and Safety	
01700	Contract Closeout	