

Addendum No. 2
Effluent Diffuser Improvements
Capital Project No. 1763

This Addendum No. 2, dated November 2, 2021, to the Invitation to Bid: Effluent Diffuser Improvements, Capital Project No. 1763, bid opening November 4, 2021 at 10:00 am, supersedes all contrary and conflicting information in the above-mentioned instructions, specifications, and contract documents which are hereby supplemented or revised in certain particulars as follows:

AD2-1 General Information

The Four River Sanitation Authority submits this Addendum to provide new information and to change existing information for potential respondents.

AD2-2

Proposal

Delete the Proposal and replace it with the attached Revised Proposal.

AD2-3

Project Requirements, Article 3.02 Land for Construction Activities

At the end of the fourth paragraph add the following text. "The silver maple tree north of the boat launch can be removed for Contractor convenience, but is not a contract requirement. All costs for removal and disposal are at the Contractor's expense. Disposal shall be off-site and in accordance with local laws. The stump can remain in place to avoid damage to the river embankment."

AD2-4

Project Requirements, Article 3.04 Unfavorable Construction Conditions

Item 1 of 2, second paragraph, delete the words "Adjustment Unit Price described in Article 12.03" and replace with the following "General Conditions."

Item 2 of 2, insert the following third paragraph "Work in the river shall be performed during times of low or normal flow conditions, meaning Contractor should plan its work to be conducted during typical river conditions and avoid work in river during flood events, major storm events, spring thaw, and similar adverse conditions."

AD2-5

Project Requirements, Article 12.03 Adjustment Unit Price(s), delete this paragraph in its entirety.

AD2-6

Project Requirements, Article 15.12 Erosion Control includes the following paragraph "For work in the Rock River, Contractor shall provide a floating silt curtain in accordance with the Illinois Urban Manual to be installed and utilized where and when necessary to protect river water quality."

Insert the following paragraph immediately after the above-mentioned paragraph: "Contractor is required to provide erosion control and protection of water quality in accordance with the

specifications and the USACE Nationwide Permit No. 3. Should Contractor's means and methods of construction, including removal of riverbed material, require such erosion or water quality controls, a floating silt fence is an available and acceptable practice to achieve sediment containment in a work area in the river, per the Illinois Urban Manual."

AD2-7

Project Requirements, Article 15.13 Storage/Disposal of Dredged Material

At the end of this paragraph, add the following text. "For water that tests to be non-hazardous the Contractor is responsible for obtaining permits, treating, and sampling for discharge, with payment covered under the lump sum amount. For water that tests to be hazardous the Contractor is responsible for obtaining permits, sampling, and disposal at a hazardous waste disposal site, with additional payment under the Allowance amount."

AD2-8

Item 1 of 2, Article 18.01 Permits to be obtained by FRSA. Following the second bullet item, insert "The Joint Application Form for Illinois includes FRSA permit applications to the USACE, the Illinois DNR, and the Illinois EPA."

Item 2 of 2, Article 18.01 Permits to be obtained by FRSA. At the end of this article, insert "The Contractor is responsible for performance of the work consistent with the requirements above. Changes to these requirements resultant from the IDNR and IEPA permits, that require cost by the Contractor beyond those identified above, can be addressed by Contract change order."

AD2-9

Attachment A: Record Drawings and Overall Site Layouts

Figure 1, insert the following note "3. Elevations shown on this drawing are from a 1990 datum. Add 602.7 to obtain approximate WinGis elevations."

AD2-10

Attachment A: Record Drawings and Overall Site Layouts

Figure 2, note 3, change "approximately 100 cyd" to "approximately 70 cyd."

AD2-11

Attachment B: Collins Engineers, Inc. Investigation Report for Effluent Diffuser

Throughout the report and figures, elevations shown are from a 1990 datum. Add 602.7 to the old datum to obtain approximate WinGis elevations.

AD2-12

Attachment C: Debris Screen

Throughout the section, elevations are from a 1990 datum. Add 602.7 to obtain approximate WinGis elevations.

AD2-13

EJCDC C-800 Supplementary Conditions of the Construction Contract

Delete current EJCDC C-800 and replace with the attached EJCDC C-800 Supplementary Conditions of the Construction Contract.

This information shall be taken into consideration by bidders when preparing the bid. Bidders shall acknowledge all project addenda on Proposal Form. This addendum and attachments will be emailed to all plan holders as well as posted on the Four Rivers Sanitation Authority's website at www.rrwr.dst.il.us.

END OF ADDENDUM NO. 2

Issued November 2, 2021

Four Rivers Sanitation Authority

A handwritten signature in blue ink, appearing to read 'C. Baer', is written over a circular blue stamp.

Christopher T. Baer, PE
Director of Engineering

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Proposal

Project: Effluent Diffuser Improvements, Capital Project No. 1763

Location: 3333 Kishwaukee Street, Rockford, IL 61109

Substantial Completion: 30 workable days from Notice to Proceed

Liquidated Damages: \$300/calendar day

To: Board of Trustees
Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

From: _____
(Individual, Partnership or Corporation, as case may be)

(Address of Individual, Partnership or Corporation)

Gentlemen:

I (We), the undersigned, hereby propose to furnish all materials, equipment, tools, services, labor, and whatever else may be required to construct and place in service the above subject Sanitary Sewer for Four Rivers Sanitation Authority all in accordance with the plans and specifications, provided by Four Rivers Sanitation Authority (FRSA). The undersigned also affirms and declares:

1. That I (we), have, examined and am (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.
2. That I (we), have carefully examined the site of the work, and that, from my (our) investigation, has satisfied myself (ourselves) as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, effect the work or its performance.
3. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that I (we) are not barred from bidding as a result of a bid-rigging or bid-rotating conviction.
4. That accompanying the Proposal is a Bidder's Bond in the amount specified in Article 1, Notice to Bidders, payable to the Board of Trustees of Four Rivers Sanitation Authority,

which it is agreed, shall be retained as liquidated damages by said Four Rivers Sanitation Authority if the undersigned fails to execute the Contract in conformity with the contract documents incorporated in the contract documents and furnish bond as specified, within ten (10) days after notification of the award of the contract to the undersigned.

5. The Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
6. The Bidder is not in arrears to Four Rivers Sanitation Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to Four Rivers Sanitation Authority.
7. No officer or employee or person whose salary is payable in whole or in part by FRSA is, shall be or become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the work to which it is relates, or in any portion of the profits thereof.
8. The Bidder which I represent complies with all applicable requirements of the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Act (OSHA) and that if said bidder is awarded a contract, it will complete all OSHA-required or ADA-required employee and customer training, will make available all required information, and will hold harmless and indemnify FRSA and FRSA's representatives.

In regard to participation in an approved Apprenticeship program, upon request, Contractor will be required to provide written proof of participation.
9. The undersigned, as Bidder, declares that he has adopted and promulgated written sexual harassment policies in accordance with Public Act 99-093 and will make this information available upon request.
10. The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Four Rivers Sanitation Authority) to submit certified payroll reports via the State's Certified Transcript of Payroll Portal found at: www.2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx.
11. The undersigned, as Bidder, declares he will comply with the Federal Drug Free Workplace Act.
12. The undersigned, as Bidder, declares he will comply with Public Act 83-1030 entitled "Steel Products Procurement Act".
13. The undersigned, as Bidder, declares he will comply with Public Act 96-929 (30 ILCS 570) regarding Illinois residents' employment.
14. The undersigned, as Bidder, declares he will comply with non-discrimination in employment in accordance with the Illinois Fair Employment Practices Commissions Rules & Regulations.
15. The undersigned, as Bidder, declares that he currently participates in an apprenticeship or training program that is registered with the United States Department of Labor's Bureau of Apprenticeship and Training or other acceptable State of Illinois Department of Labor monitored program.

In submitting this bid, it is understood that the right is reserved by Four Rivers Sanitation Authority to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

The undersigned further declares that he (they) has (have) carefully examined the following items of work and that the cost of all the work to complete this project is given in this Proposal.

Lump Sum Bid Amount

Total Amount of Lump Sum Bid, expressed in figures, for providing all materials, equipment, warranty, and labor to complete this project in conformity with all specifications in this Invitation to Bid, as outlined below.

Lump Sum Bid, exclusive of specified Allowance item:

\$ _____

Allowance for Hazardous Riverbed Material Handling/Disposal:

<u>Quantity</u>	<u>Unit</u>	<u>Total Amount</u>
1	Lump Sum	\$ 42,000.00

Total Amount of Lump Sum Bid (summation of above): \$ _____

The undersigned acknowledges that he has received Addendum numbers _____, _____, _____, and realizes that all Addenda are considered part of the Contract.

Date: _____

Bidder: _____
(Printed Name of Firm)

By: _____
(Authorized Rep's Signature)

(Printed Street Address)

By: _____
(Printed Authorized Rep's Name)

(Printed City, State, Zip)

By: _____
(Printed Authorized Rep's Title)

(Area Code and Phone Number)

By: _____
(Fax Number)

(Authorized Rep's Email Address)

15.11. Temporary Drainage Provisions. Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect FRSA's facilities and the Work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

15.12. Erosion Control. Contractor shall prevent erosion of soil on the Site and adjacent property resulting from its construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. All disturbed areas shall incorporate best management practices in accordance with local standards and requirements.

Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

For work in the Rock River, Contractor shall provide a floating silt curtain in accordance with the Illinois Urban Manual to be installed and utilized where and when necessary to protect river water quality.

Contractor shall refer to Article 18.01 for additional requirements for erosion control related to permit conditions.

15.13. Storage/Disposal of Dredged Material. Means and methods of Contractor's removal of dredged material from the Rock River channel bottom for installation of the new diffuser bells is solely the Contractor's responsibility. The Contractor shall be responsible for disposal of the dredged riverbed material, including the liquid portion resulting from the dewatering operations, and preparation for off-site disposal which includes applicable sampling and analysis. Contractor shall submit to FRSA, a material removal, dewatering, and disposal plan for review, comment, and acceptance prior to commencing any work. After the Contractor's dredging plan has been accepted by FRSA, FRSA will provide a location on site for staging operations. The location is dependent on means and methods of dewatering and dredging methods. At no point shall

dewatering/decanting water, sand, gravel, or other solids enter the sewer system or any other sewer which leads to the plant. Location of dewatering/decanting water disposal or discharge shall be the responsibility of the Contractor.

15.14. Pollution Control. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

16. CLEANING UP. Contractor shall keep the premises free at all times from accumulations of waste materials and rubbish. Contractor shall provide adequate trash receptacles about the Site and shall promptly empty the containers when filled.

Construction materials shall be neatly stacked by Contractor when not in use. Contractor shall promptly remove oil, corrosive liquids, cleaning solutions, etc. from surfaces to prevent marring or other damage.

Volatile wastes shall be properly stored in covered metal containers and removed daily.

Wastes shall not be buried or burned on the Site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the Site and disposed of in a manner complying with local ordinances and antipollution laws.

Adequate cleanup will be a condition for recommendation of progress payment applications.

17. RESTORATION.

17.01. Cutting and Patching. Contractor shall perform all cutting and patching required for the Work and as may be necessary in connection with uncovering Work for inspection or for the correction of defective Work.

Contractor shall perform all cutting and patching required for and in connection with the Work, including but not limited to the following:

Removal of improperly timed Work.

Alteration of existing facilities.

Installation of new Work in existing facilities.

SUPPLEMENTARY CONDITIONS TO THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE GENERAL CONDITIONS

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

A. Delete and replace definitions 17 and 19 in Paragraph 1.01.A of the General Conditions with the following:

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. The terms "Drawings" and "Plans" are interchangeable and shall have the same meaning in the Contract Documents.

19. *Engineer*-- The terms "Engineer" and "ENGINEER" are interchangeable and shall refer to the Director of Engineering of the Rock River Water Reclamation District or his assign.

B. Add the following definition to Paragraph 1.01.A of the General Conditions:

51. *without exception*--The term "without exception", when used in the Contract Documents following the name of a Supplier or a proprietary item of equipment, product, or material, shall mean that the sources of the product are limited to the listed Suppliers or products and that no like, equivalent, or "or-equal" item and no substitution will be permitted.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance*: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor three (3) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		None

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		None

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at RRWRD Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109 during regular business hours.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		None

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		None

ARTICLE 6—BONDS AND INSURANCE

SC-6. Delete Article 6 of the General Conditions in its entirety and insert the following text in its place.

ARTICLE 6 – BONDS AND INSURANCE.

Bonds and Insurance requirements shall be as identified in the Instructions To Bidders.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 6:30 am to 4:00 pm.
2. Owner's legal holidays are New Year’s Day, Presidents’ Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, and Christmas Day.

7.08 *Patent Fees and Royalties*

SC-7.08 Delete Paragraph 7.08.B of the General Conditions in its entirety, and renumber paragraph 7.08.C as Paragraph 7.08.B. Add the following new paragraph immediately after paragraph 7.08.B of the General Conditions:

C. Contractor shall furnish to Owner at the time of initial submittal, satisfactory evidence that Suppliers of proprietary materials, equipment, devices, or processes to be furnished or used in the performance of the Work do indemnify, keep, and save harmless Contractor from all liabilities, judgements, costs, damages, and expenses which may arise from the use of such proprietary materials, equipment, devices, or processes, furnished by Contractor for incorporation in or use in performance of the Work and their operation by Owner after acceptance of the Work. Such satisfactory evidence shall consist of patent licenses or patent releases covering proprietary materials, equipment, devices, or processes.

7.10 *Taxes*

SC-7.10 Add a new Paragraph 7.10.B immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 *Laws and Regulations*

SC-7.11 Add the following new paragraph immediately after Paragraph 7.11.C:

D. Additional laws and regulations are included in the Instructions To Bidders.

7.16 *Submittals*

SC-7.16 Delete Paragraphs 7.16.B, 7.16.C, and 7.16.D in their entirety; insert the following new Paragraph 7.16.B; and then renumber Paragraph 7.16.E to 7.16.C and Paragraph 7.16.F to 7.16.D.

B. Requirements for shop drawings, samples, and submittal procedures shall be as specified in Project Requirements Article 9 - Submittal Procedures section. Fabrication that proceeds prior to acceptance of submittals by Engineer shall be at Contractor’s risk.

7.18 *Indemnification*

SC-7.18 Delete Paragraphs 7.18 of the General Conditions in its entirety and replace it with the following:

7.18. *Indemnification* shall be as indicated in the Instructions To Bidders.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

SC-9.01 Delete paragraph 9.01.A in its entirety, and replace it with the following:

- A. Except as otherwise provided in these General Conditions, Owner will issue communications to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents. Obtain clarification from Consulting Engineer as needed.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

ARTICLE 11—CHANGES TO THE CONTRACT

11.09 Change Proposals

SC-11.09 Paragraph 11.09.B.1 change 30 to 10.

Paragraph 11.09.B.2 change 15 to 5.

Paragraph 11.09.B.4 change 30 to 10 (two places).

ARTICLE 12—CLAIMS

12.01 *Claims*

SC-12.01 Paragraph 12.01.B change 30 to 10 (two places).

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$1,000.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.02 *Tests, Inspections, and Approvals*

SC-14.02 Paragraph 14.02.B add the following language to the end of this paragraph "Samples required for testing shall be furnished by Contractor at no cost to Owner."

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and replace with the following new subparagraph

1. Payment terms shall be as defined in Section 7 of the Agreement between Owner and Contractor.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be two (2) years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.03 *Owner May Terminate for Convenience*

SC-16.03 Add the following new Paragraph 16.03.C immediately following Paragraph 16.03.B:

- C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by subcontractors arising from Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be Contractor's sole remedy in the event of termination for convenience by Owner.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

No suggested supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 2019 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2019			
DOC	Microsoft® Word .docx format Version 2016			
EXC	Microsoft® Excel .xls or .xlsx format Version 2016			
DB	Microsoft® Access .mdb format Version 2016			

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

NOT USED.

EXHIBIT C— GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

NOT USED.