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ADDENDUM NO. 1

DATE: November 7, 2024

FROM: Baxter & Woodman, Inc., Consulting Engineers

TO: Planholders of record for the Work titled:

City of Joliet, Illinois
Midland and Campbell Water Main Improvements
City of Joliet Contract No. 2851-0125

The Bidding Documents are amended as follows:

1. SPECIFICATIONS

A. Section 00 31 24.51, CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) - LPC 662:

Delete paragraph 1.2.A and replace with the following:

"A. Upon receipt of soil samples from the Contractor, the Owner will complete pH testing and provide a signed LPC-662 form for Contractor's use."

B. Section 00 43 93.41, BID SUBMITTAL CHECKLIST:

Delete Section 00 43 93.41, BID SUBMITTAL CHECKLIST in its entirety and insert the attached BID SUBMITTAL CHECKLIST, revision dated November 7, 2024 in lieu thereof in order to insert paragraph c "City of Joliet affidavits".

C. Section 00 73 00.41, SUPPLEMENTARY CONDITIONS:

Page 00 73 00.41-6, delete paragraph 5.08 and replace with the following:

"5.08 Additional Insureds:
Additional insureds referenced in paragraphs 5.04 and 5.07 shall be as follows:

Owner:	City of Joliet, Illinois
Address:	150 West Jefferson Street, Joliet, Illinois 60432
Engineer:	Baxter & Woodman, Inc.
Address:	8678 Ridgefield Road, Crystal Lake, Illinois 60012
Other:	Burns & McDonnell
Address:	200 West Adams Street; Suite 2700, Chicago, IL 60606"

Page 00 73 00.41-14, delete paragraph 12.06 and replace with the following:

"12.06 Liquidated Damages
Contractor understands that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times or by the dates specified in the Bid Form, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Contractor also recognizes 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 completed on time. Accordingly, instead of requiring any such proof, Contractor shall pay Owner as liquidated damages for delay (but not as a penalty) $1,200 for each day that expires after the time or date specified in the Bid Form for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $600 for each day that expires after the time or date specified in the Bid Form for completion and readiness for final payment. Liquidated damages accrued after the Substantial Completion date will be withheld from the project retention until the work is substantially completed. Liquidated damages accrued after the final completion date will also be withheld from the project retention until final completion is achieved. If the amount of project retention is not sufficient enough to cover the amount of accrued liquidated damages for substantial and final completion, further payments to the Contractor will be withheld until to the project is substantially and final completed. The Contractor agrees the Work shall be completed based on the interim milestones specified in Section 01 31 13.16.

12.07 Engineering Costs after Date for Substantial Completion
Contractor understands the Owner will have part-time Resident Project Representative labor costs and expenses after the date established for Substantial Completion. The Contractor understands and agrees to pay the difference between part-time and full-time Resident Project Representative labor costs, expenses, and overtime engineering costs, if any, required after the date established for Substantial Completion.

Owner will pay the cost for such engineering services, overtime engineering services, and out-of-pocket and mileage expenses; and shall deduct such cost from payments due Contractor. Overtime engineering services shall be charged at Engineer's standard hourly rates applied on a time and one-half basis for all time over eight hours on any single working day and for all hours on Saturday, and on a double time basis for all Sunday and Legal Holiday hours.

If the amount due Contractor is not sufficient to cover the cost of overtime engineering services, Contractor shall reimburse Owner in the amount necessary to cover such costs.

12.08 Engineering Costs after Date for Final Completion
Contractor understands the Owner will be required to pay for additional engineering time and expenses if the Work is not complete on or before the date established for Final Completion. The Contractor understands and agrees to pay for all engineering costs, including labor and expenses for full-time Resident

Project Representative, including overtime engineering costs, required after the date established for Final Completion.

Owner will pay the cost for such engineering services, overtime engineering services, and out-of-pocket and mileage expenses; and shall deduct such cost from payments due Contractor. Overtime engineering services shall be charged at Engineer's standard hourly rates applied on a time and one-half basis for all time over eight hours on any single working day and for all hours on Saturday, and on a double time basis for all Sunday and Legal Holiday hours. If the amount due Contractor is not sufficient to cover the cost of overtime engineering services, Contractor shall reimburse Owner in the amount necessary to cover such costs."

D. Section 00 73 00.42, PREVAILING WAGES:

Delete Section 00 73 00.42, PREVAILING WAGES in its entirety and insert the attached PREVAILING WAGES, revision dated November 7, 2024 in lieu thereof.

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents. Each Bidder shall acknowledge receipt of this Addendum where indicated in the Bid Form.

END OF ADDENDUM NO. 1

00 43 93.41

BID SUBMITTAL CHECKLIST

BIDDER submits the following documents with this Bid:

a. Form 00 41 00.41 “BID FORM”.

b. Required Bid Security (Certified Check or Bid Bond).

c. City of Joliet Affidavits.

d. CERTIFICATE 00 62 03 ILLINOIS DRUG FREE WORKPLACE ACT.

e. CERTIFICATE 00 62 04 ILLINOIS CONTRACTOR CERTIFICATION.

f. CERTIFICATE 00 62 05 ILLINOIS COMPLIANCE WITH SAFETY REQUIREMENTS.

g. CERTIFICATE 00 62 06 ILLINOIS TAX DELINQUENCY/DEFAULT.

h. CERTIFICATE 00 62 07 SUBSTANCE ABUSE PREVENTION PROGRAM.

i. CERTIFICATE 00 62 08 EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT.

j. CERTIFICATE 00 62 33.13 BIDDER CERTIFICATION REGARDING THE USE OF AMERICAN IRON AND STEEL PRODUCTS

k. CERTIFICATE 00 74 23.01 DBE FORM #1 (CONTRACTOR CERTIFICATION).

l. CERTIFICATE 00 74 23.02 DBE FORM #3 (SUBCONTRACTOR UTILIZATION).

m. CERTIFICATE 00 74 23.03 DBE FORM #4 (BIDDERS LIST).

n. CERTIFICATE 00 74 23.04 BIDDER CERTIFICATION IN COMPLIANCE WITH ARTICLE 33E-11 TO THE "CRIMINAL CODE OF 2012".

o. CERTIFICATE 00 74 23.05 USEPA CERTIFICATION OF NONSEGREGATED FACILITIES.

p. CERTIFICATE 00 74 23.07 USEPA CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

END OF BID SUBMITTAL CHECKLIST

PREVAILING WAGES

This contract shall be subject to the provisions of the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as determined by the U.S. Department of Labor or the Illinois *Prevailing Wage Act* (820 ILCS 130/1 et seq.), whichever is greater.

For prevailing wage information, go to the City of Joliet website: https://www.joliet.gov/government/departments/finance/purchasing/prevailing-wage-information

For current prevailing wage rates, go to the State of Illinois website: https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html

If you cannot access or have difficulty retrieving the prevailing wage information, email purchasing@joliet.gov or call 815-724-3925 for assistance.

The Bidder is responsible for obtaining the most recent Davis-Bacon Act Wage Determination from the following website: https://sam.gov/