

July 21, 2011

ADDENDUM NO. 2
CITY OF FREEPORT – FREEPORT WATER AND SEWER COMMISSION
WATER PRODUCTION WELL No. 9 & No. 10
And
WELL HOUSE No. 9 & No. 10
Freeport, Illinois
Project No. 48641B

This Addendum shall include the following Clarifications, Addition and Changes to the contract documents, specifications and plans.

Clarifications:

1. All references to the number of calendar days to complete the project shall be 400 days. The Notice To Proceed is changed to reflect 400 days. (Attachment No. 1)
2. A building permit will be required for Well House No. 9 and No. 10. The cost is \$11 per \$1,000 of building cost. Please contact the City of Freeport for additional details.
3. All contractors (including subcontractors) for the project must be licensed with the City of Freeport at a cost of \$220. Please contact the City of Freeport for additional details.

Addition:

1. Please consider the following addition to the Agreement relative to progress payments and retainage amounts as shown on the CONTRACT DOCUMENTS AND SPECIFICATIONS FOR CITY OF FREEPORT WATER PRODUCTION WELL No. 9 & No. 10 and WELL HOUSE No. 9 & No. 10 AGREEMENT: (Attachment No. 2)
 9. OWNER shall make progress payments on account of Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 9(A) and 9(B) below. All such payments will be measured by the schedule of values established in Section 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - (A) Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in

accordance with Section 14.02 of the General Conditions:

- i. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work has been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
- ii. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

(B). Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Section 14.02.B.5 of the General Conditions and less 90% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

10. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 14.07.

Changes:

1. CONTRACT DOCUMENTS AND SPECIFICATIONS FOR CITY OF FREEPORT WATER PRODUCTION WELL No. 9 & No. 10 – SECTION 02672 – DEEP WELL TURBINE PUMP – PART 2 – PRODUCTS – 2.01 DESIGN CRITERIA shall now read as follows:

Capacity	1000 GPM
Total Dynamic Head (including losses).....	620' TDH
Minimum Operating Point Efficiency	80%
Minimum Motor H.P (Inverter Grade)	250
Nominal Motor Speed.....	1,800 rpm
Power available.....	460 Volt
Discharge Head Outlet.....	8" (125 psi rating)
Depth of pump setting (to top of pump).....	420'
Column pipe diameter.....	10" (0.365 wall thickness)

Lineshaft diameter and material.....1-11/16" Carbon Steel
Suction pipe 10'
Airline, diameter x material 1/4" Plastic

2. CONTRACT DOCUMENTS AND SPECIFICATIONS FOR CITY OF FREEPORT WATER PRODUCTION WELL No. 9 & No. 10 – SECTION 11155 – SUBMERSIBLE WELL PUMP, MOTOR, AND PITLESS UNIT – PART 2 – PRODUCTS – 2.05 DRIVE UNIT B. shall now read as follows:

B. The motor shall have a 1.15 service factor and be 3-lead, 460 volt, 3 phase, 60 Hz, 1800 RPM (nominal) and shall be premium efficiency, inverter duty rated with 1600 volt insulation. The motors shall be provided with a ground lug. The motor leads shall be of sufficient length so that they may be spliced above the bowl assembly and the leads shall be protected by a type 304 stainless steel cable guard held in place with stainless steel banding. As the motor lead exit the top of the cable guard it shall be properly protected to prevent damaging or cutting the lead by the cable guard material.

3. The TYPICAL WALL SECTION DETAIL referring to the 1 ½" RIGID BOARD INSULATION on the plans for FREEPORT WATER AND SEWER COMMISSION CITY OF FREEPORT WELL HOUSE No. 9 & No. 10 – SHEET NUMBER: 6 OF 16 – TYPICAL WALL SECTION DETAIL shall now read:

1 ½" RIGID BOARD INSULATION (R-6.0 PER INCH OF THICKNESS MINIMUM).

Please note this insulation is located between the STANDARD FACE BRICK and the 6" CMU (FLUSH JOINTS INSIDE, FILLED WITH STYROFOAM).

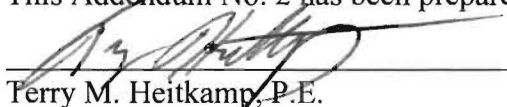
This Addendum consists of seven (7) pages.

This Addendum must be returned with the Contractors bid.

Each bidder shall confirm, in writing, via fax (815 562 4233) that they have received this addendum.

This ends the requirements of this addendum.

This Addendum No. 2 has been prepared by:



Terry M. Heitkamp, P.E.
Project Engineer



Contractor

NOTICE TO PROCEED

To: _____

Date: _____

Project Description: Water Production Well No. 9 & No. 10

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2011, on or before _____, 20 __, and you are to complete the WORK within 400 consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 20 _____.

CITY OF FREEPORT

FREEPORT WATER AND SEWER COMMISSION

(Owner)

By _____

Title Executive Director _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____ day of

_____, 20 ____.

By _____

Title _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between the CITY OF FREEPORT – FREEPORT WATER AND SEWER COMMISSION, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will substantially complete within 400 days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within 450 days after the date when the Contract Times commence to run.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 400 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) Payment BOND
 - (G) Performance BOND
 - (H) NOTICE OF AWARD
 - (I) NOTICE TO PROCEED
 - (J) CHANGE ORDER
 - (K) DRAWINGS prepared by Fehr-Graham & Associates numbered 1 through 16, and dated June, 2011
 - (L) SPECIFICATIONS prepared by Fehr-Graham & Associates, dated June, 2011.

48641B – WATER PRODUCTION WELL No. 9 & No. 10 and WELL HOUSE No. 9 & No. 10

ADDENDUM No. 2 – AGREEMENT

CITY OF FREEPORT – FREEPORT WATER AND SEWER COMMISSION
CONTRACT DOCUMENTS

Attachment No. 2 – Page 1 of 3

(M) ADDENDA:

No. _____, dated _____, 20 _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.
7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. OWNER shall make progress payments on account of Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 9(A) and 9(B) below. All such payments will be measured by the schedule of values established in Section 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - (A) Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with Section 14.02 of the General Conditions:
 - i. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work has been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - ii. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - (B) Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Section 14.02.B.5 of the General Conditions and less 90% of

ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

10. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 14.07.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF FREEPORT
FREEPORT WATER AND SEWER COMMISSION

By _____

Name

Title Executive Director

(Please Type)

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

CONTRACTOR:

By _____

Name

(Please Type) Address

(SEAL)

ATTEST:

Name _____ (Please Type)