

SECTION 000500

THIS AGREEMENT, made this _____ day of March, 20 13 by and between The Village of Elmwood Park hereinafter called "Owner", and Manusos General Contracting, Inc., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **Storm Water Pump Station located at 1999 N. Thatcher Avenue.**

WHEREAS, Owner did on the 18th day of March, 20 13, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **Storm Water Pump Station located at 1999 N. Thatcher Avenue** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **Cook County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions to Bidders
2. Bidding Requirements
3. Bid Form
4. This Contract Agreement
5. General Conditions of the Contract
6. Supplementary Conditions (if any)
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
10. Any and all other Documents or Papers included or referred to in the foregoing Documents.
11. Any and all Addenda to the foregoing.

ARTICLE III - CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement; also for all loss or

CONTRACT AGREEMENT

damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Owner, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents, to wit:

Owner agrees to pay Contractor for performance of Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price of Three Million Five Hundred Ninety One Thousand Dollars (\$ 3,591,000.00).
(in writing) (in figures)

This Total Contract Price shall consist of the itemized prices as indicated in the Contractor's Schedule of Prices (breakdown per Section 000665) hereto attached in the amount of Three Million Five Hundred Fifty Four Thousand Dollars (\$ 3,554,000.00) plus any and all Bonds.
(in writing) (in figures)

(as required) in the amount of Thirty Seven Thousand Dollars (\$ 37,000.00).
(in writing) (in figures)

Plus the following (List in detail additional work, if any, and corresponding amounts):

ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **Storm Water Pump Station located at 1999 N. Thatcher Avenue**. The Work of this Contract shall be completed within **200 consecutive calendar days** from the date which the Notice to Proceed is issued. The Contractor agrees to commence Work under this Contract within **ten calendar days** after the receipt from the Owner of a fully executed Agreement and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the Owner within the previously specified time period.

ARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Owner in writing. 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 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 \$1,500.00 for each calendar day that expires after the specified completion time until the Work is completed and Final Acceptance is made by the Owner. In addition, the Contractor agrees that additional liquidated damages shall be paid to the Owner as applicable and in accordance with Section 013100 of the Specifications and/or other provisions of the Contract Documents.

ARTICLE VI - PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Paragraph 14.13.

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IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

MANUSOS GENERAL CONTRACTING, INC.

Contractor

By

Title



EXEC. V.P.

(SEAL)

ATTEST: AAAA AAAA

TITLE:

Assistant Secretary

THE VILLAGE OF ELMWOOD PARK

Owner

By

Title



VILLAGE MANAGER

(SEAL)

ATTEST:

TITLE:

Village Clerk

~~Approved this _____ day of _____, 20__~~

~~By _____
Attorney for Owner~~

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached herefo. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

END OF SECTION

SCHEDULE OF PRICES

SECTION 000665 (REVISED 03-07-13)

The undersigned, having carefully examined all of the Contract Documents for the "Storm Water Pump Station located at 1999 N. Thatcher Avenue" as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule of Prices.

Item No.	Description	Unit	Qty.	Unit Cost	Cost
010510/01	CONSTRUCTION LAYOUT	LSUM	1		7,669
015000/01	MAINTENCE AND CONTROL OF TRAFFIC	LSUM	1		3,550
015000/02	TEMPORARY CONSTRUCTION FENCING	LSUM	1		2,739
033000/01	PUMP STATION AND VALVE VAULT	LSUM	1		5,877 440,900
033000/02	CONTROL BUILDING FOUNDATION	LSUM	1		10,651
033000/03	GENERATOR PAD	LSUM	1		6,629
033000/04	PCC SIDEWALK, 5"	SQ FT	500		2,739
083113/01	ACCESS HATCHES	LSUM	1		53,682
133425/01	PRECAST CONCRETE BUILDING	LSUM	1		86,855
260519/01	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	LSUM	1		51,400
260533/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	LSUM	1		42,600
260533/02	PUMP CABLE JUNCTION TERMINAL BOXES	LSUM	1		9,400
262419/01	MOTOR CONTROL CENTER	LSUM	1		10,520
262701/01	TRANSFORMER PAD	LSUM	1		2,750
262701/02	CONDUIT IN TRENCH, ENCASED IN CONCRETE, 2 SETS, 5" PVC, SCH 40	FOOT	200		18,976
262701/03	CONDUIT IN TRENCH, 5 SETS, 4" RGS	FOOT	50		17,600
262701/04	CABLE IN CONDUIT, 4 SETS, 4/C #600MCM XLP-TYPE USE, 600V	FOOT	50		19,200
262701/05	CABLE IN CONDUIT, 4 SETS, 3/C #600MCM & 1/C #4/0 GROUND XLP-TYPE USE, 600V	FOOT	10		16,800
262701/06	CT CABINET WITH BOLTED PRESSURE SWITCH	LSUM	1		18,300
262701/07	METER FITTING	LSUM	1		250
262920/01	PUMP STATION CONTROL PANEL	LSUM	1		42,950
262923/01	VARIABLE FREQUENCY DRIVE WITH RVAT BYPASS	EACH	2		21,000
263213/01	ENGINE GENERATOR & ENCLOSURE	LSUM	1		285,100
263600/01	AUTOMATIC TRANSFER SWITCH	LSUM	1		22,250
265600/01	EXTERIOR LIGHTING	LSUM	1		17,250
265600/01	INTERIOR LIGHTING	LSUM	1		9,550
270500/01	TELEPHONE SYSTEM	LSUM	1		2,200
275125/01	SCADA SYSTEM	LSUM	1		55,820
282300/01	VIDEO SURVEILLANCE	LSUM	1		8,765
311000/01	TREE REMOVAL	ACRE	3		2,631
311000/02	TREE REMOVAL (6 TO 15 UNITS DIA)	UNIT	1200		9,240

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SCHEDULE OF PRICES

Item No.	Description	Unit	Qty.	Unit Cost	Cost
311000/03	TREE REMOVAL (OVER 15 UNITS DIA)	UNIT	2800		27,608
312000/01	EARTH EXCAVATION	LSUM	1		174,477
312000/02	EARTH RETENTION SYSTEM	LSUM	1		160,478
312005/01	GRANULAR SUBBASE, TYPE B, 6"	SQ YD	300		2,301
312010/01	TRENCH BACKFILL	CU YD	2500		82,175
312319/01	SITE DEWATERING	LSUM	1		10,956
312513/01	EROSION CONTROL FENCE	FOOT	5000		16,500
312513/02	INLET PROTECTION	EACH	5		11,315
312513/03	FLOCCULATION TANK	EACH	1		16,433
312513/04	FILTER BAG	EACH	1		3,550
312513/05	BMP MAINTENANCE	LSUM	1		1,014
312513/06	DAM CHECK	EACH	4		2,341
312513/07	CONCRETE WASHOUT	EACH	1		2,410
312513/08	STABILIZED CONSTRUCTION ENTRANCE	EACH	1		3,057
312513/09	DEWATERING BASIN	EACH	1		2,341
334100/01	HDPE FORCEMAIN, SDR 26, 36" DIA.	FOOT	2000		383,443
334100/02	HDPE FORCEMAIN, SDR 26, 36" DIA. FITTINGS	LSUM	1		49,300
334100/03	FUSION WELDING MACHINE RENTAL	LSUM	1		37,249
334100/04	SWING FLEX CHECK VALVE, 8" DIA.	EACH	1		1,534
334100/05	SWING FLEX CHECK VALVE, 24" DIA.	EACH	4		37,249
334100/06	PLUG VALVE, 6" DIA.	EACH	1		1,096
334100/07	PLUG VALVE, 24" DIA.	EACH	4		67,924
334100/08	RESILIENT WEDGE GATE VALVE, 8" DIA.	EACH	1		1,315
334100/09	DIP PUMP DISCHARGE PIPING	LSUM	1		121,922
334100/10	DIP PUMP DISCHARGE PIPING FITTINGS	LSUM	1		56,969
334100/11	FLAP GATE, 42" DIA	LSUM	1		3,287
334100/12	STEEL CASING, 12" DIA.	FOOT	10		872
334100/13	STEEL CASING, 18" DIA.	FOOT	20		1,968
334100/14	ELASTOMERIC INLINE CHECK VALVE, 6" DIA.	EACH	1		6,573
334100/15	ELASTOMERIC INLINE CHECK VALVE, 12" DIA.	EACH	1		8,764
334100/16	ELASTOMERIC INLINE CHECK VALVE, 24" DIA.	EACH	1		15,338
334100/17	REINFORCED CONCRETE CULVERT PIPE, CLASS A, TYPE 2, 30" DIA.	FOOT	75		4,869
334100/18	STRUCTURE REMOVAL AND RELOCATE, 5 FT DIA. CB	EACH	1		9,860
334100/19	MH RECONSTRUCTED WITH NEW FRAME AND BOLT DOWN LID	EACH	5		5,478
334100/20	CATCH BASIN, FLAT TOP SLAB, 7 FT DIA. TYPE 1 FRAME, BOLT DOWN LID (DISCHARGE STRUCTURE)	EACH	1		16,433

SCHEDULE OF PRICES

Item No.	Description	Unit	Qty.	Unit Cost	Cost
334100/21	MANHOLE, TYPE 1 FRAME, OPEN LID, 6 FT DIA.	EACH	1		13,147
334100/22	6 FT. X 6 FT. PRECAST MANHOLE (BACKFLOW PREVENTION STRUCTURE)	EACH	1		13,147
334100/23	BOX CULVERT, 6' X 3'	FOOT	125		46,083
334100/24	BOX CULVERT, 6'X3' END SECTION WITH GRATING	EACH	1		10,956
334100/25	STONE RIPRAP, CLASS A5, RR5	SQ YD	25		2,739
334100/26	STORM SEWER, SPECIAL, 8" DIA., PVC, SDR 26	FOOT	125		685
334100/27	STORM SEWER REMOVAL, 30" RCP	FOOT	40		479
334100/28	REMOVE 7' DIA. DISCHARGE STRUCTURE AND DISPOSE	LSUM	1		6,573
334100/29	RECONFIGURE/REMOVAL 24" DIP DISCHARGE PIPING	LSUM	1		7,669
334100/30	TELEWISE AND CLEAN 30" DIA. RCP STORM SEWER	FOOT	1300		8,572
334100/31	REMOVE EXISTING 30" FLAP GATE	LSUM	1		2,191
334100/32	CLASS D PATCHES, TYPE IV, 9"	SQ YD	133		10,199
334200/01	STORMWATER PUMPS AND ACCESSORIES	LSUM	1		647,700
				TOTAL	3,591,000

The following Tabulation of Major Equipment Items shall be attached and made a condition of the Bid. In connection with Major Items of Equipment to be furnished and installed under this Contract, the undersigned expressly agrees to the following provisions:

1. That the total of this Bid for **Elmwood Park Storm Water Pump Station** stated hereinbefore includes the furnishing, installation and testing of the Items of Major Equipment of the manufacturers or suppliers listed as sub items (a) in the following Tabulation.
2. That the Owner may select items of any manufacturer or supplier as listed in the following Tabulation, that the undersigned agrees to furnish, install and test such items as selected, and for a contract unit price per lump sum equal to that listed in the Tabulation of Major Equipment Items for the item selected. The total bid stated hereinbefore, shall be adjusted by the difference between the sum of the installed unit prices for all sub-items (a) and the sum of the installed unit prices for the items selected by the Owner as stated in the following Tabulation.
3. That the installed unit price stated in the following Tabulation on all sub-items includes the preparation and submission to the Engineer by the undersigned of detailed drawings showing all modifications (if any) of the Contract Drawings necessary to accommodate such equipment, all as defined and described in the General Conditions of the Contract.
4. That the installed unit price stated in the following Tabulation on all sub-items include a complete operating installation, including the furnishing and installation of any and all changes or additions in structures, piping, buildings, mechanical and electrical work accessories, controls, etc., necessary to accommodate the equipment.
5. That each of the major items of mechanical-electrical equipment shall be provided by a single source equipment supplier and that this source shall be responsible for the proper installation, testing, start-up and placing into operation of the pumping facility in accordance with the intent of these Contract Documents.
6. That if awarded a Contract on this project all Items of Major Equipment selected from the following Tabulation by the Owner will be guaranteed by the undersigned and his Surety to meet the performance requirements of the Contract Specifications, as defined in the General Conditions of the Contract.
7. It is expressly agreed that all items offered in the following Tabulation fully comply with the Contract Specifications and that following the opening of the Bids; no substitutions in the following Tabulation will be allowed.

SCHEDULE OF PRICES

MAJOR EQUIPMENT ITEMS

TABULATION OF MAJOR EQUIPMENT ITEMS

<u>Section Number</u>	<u>Equipment Description</u>	<u>Manufacturer or Supplier</u>	<u>Installed Unit Price per Lump Sum</u>
334200	Storm Water Pumps	a. <u>Flvgt</u> b. _____	\$ <u>588,518</u> \$ _____
133425	Precast Building	a. <u>AES.Precast</u> b. _____	\$ <u>85,662</u> \$ _____
262920	Pump Controls	a. <u>Metropolitan Industries</u> b. _____	\$ <u>42,950</u> \$ _____
262923	VFD	a. <u>Eaton</u> b. _____	\$ <u>211,000</u> \$ _____
262419	Motor Control Center	a. <u>Eaton</u> b. _____	\$ <u>10,920</u> \$ _____
263600	Automatic Transfer Switch	a. Kohler b. <u>Caterpillar</u> c. Eaton	\$ _____ \$ <u>22,250</u> \$ _____
263213	Engine Generator	a. Kohler b. <u>Caterpillar</u> c. Cummins	\$ _____ \$ <u>285,100</u> \$ _____
275125	SCADA System	a. <u>Precision Specialties</u> b. _____	\$ <u>50,350</u> \$ _____

END OF SECTION