

## **ADDENDUM NO. 2**

### **VILLAGE OF POTSDAM Storm Sewer Improvements March 27, 2017**

To: Planholders

From: Mote & Associates, Inc.  
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Re: Village of Potsdam  
Storm Sewer Improvements

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated March 2017 and Addendum #1 dated March 27, 2017. Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form. Failure to do so may subject the Bidder to disqualification.

#### **CHANGES/CLARIFICATIONS TO THE BIDDING REQUIREMENTS:**

1. Section 00 41 43, REVISED BID FORM

The "Revised Bid Form" attached to Addendum No. 1 contains some discrepancies in the bid quantities in comparison to the General Summary located on Plan Sheet #4 of 14. The attached **ADDENDUM NO. 2 REVISED BID FORM** corrects these discrepancies. The "Addendum No. 2 Revised Bid Form" is attached hereto and shall be utilized with the proposal forms submitted for a responsive bid.

End of Addendum

Attachments: Section 00 41 43, Addendum No. 2 Revised Bid Form

**ADDENDUM NO. 2 REVISED BID FORM**

**00 41 43**

**ARTICLE 1 - BID RECIPIENT**

- 1.01 This Bid is submitted to: **[The Board of Miami County Commissioners, 201 West Main Street, Troy, Ohio, 45373]**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and

documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder agrees that the contracting authority reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which is considered lowest and to the best interest of the Owner.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. No person interested in this Proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no member of the Board of Miami County Commissioners and/or Village of Potsdam is directly or indirectly interested therein, or in any portion thereof, and he will, if required by the Board of Miami County Commissioners and/or the Village of Potsdam, execute and submit from himself as Principal Contractor and from any Subcontractor, the non-collusion affidavits as provided herein.
- D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 - BASIS OF BID**

- 5.01 Bidder agrees that any item not specifically shown or called out on the plans or within the specifications, but is required to complete the work in place and fully operational, shall be included in the bid item that is most closely associated with that portion of the work.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) and will contract to do all the work and furnish all the materials called for by said plans and specifications, and in consideration thereof, to accept from the Owner as full payment for the completion of each specified item and any required maintenance thereof as hereinafter provided, for the following prices;

**STORM SEWER IMPROVEMENTS – BASE BID SCHEDULE**

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Bid Price
201	Clearing and Grubbing, As Per Plan	1	Lump				
202	Catch Basin Removed	4	Each				
202	Headwall Removed	1	Each				
202	Storm Tile Crushed	2,124	L.F.				
601	Rock Channel Protection, Type C w/Filter	1.3	C.Y.				
602	Headwall, As Per Plan (24" Pipe)	1	Each				
611	4" Storm Drain Repair	1	Each				
611	5" Storm Drain Repair	1	Each				
611	6" Storm Drain Repair	1	Each				
611	8" Storm Drain Repair	1	Each				
611	4" Finger Drain (707.31)	80	L.F.				
611	24" Conduit, Type B (707.33)	88	L.F.				
611	24" Conduit, Type C (707.33)	2,570	L.F.				
611	12" Conduit, Type C (707.33)	100	L.F.				
611	Catch Basin, ODOT 2-3 (Type 1)	2	Each				
611	Catch Basin, ODOT 2-3 (Type 2)	3	Each				
611	Catch Basin, ODOT 2-3 (Type 3)	3	Each				

**STORM SEWER IMPROVEMENTS – BASE BID SCHEDULE (Continued)**

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Bid Price
611	Catch Basin, ODOT 2-3 (Type 4)	3	Each				
611	12" Yard Drain, As Per Plan	1	Each				
614	Maintaining Traffic, As Per Plan	1	Lump				
624	Mobilization	1	Lump				
Spec.	4" Inserta Tee	1	Lump				
Spec.	5" Inserta Tee	2	Each				
Spec.	6" Inserta Tee	1	Each				
Spec.	8" Inserta Tee	1	Each				
<b>Total of All Base Bid Items</b>					<b>\$</b>		

**Total of Lump Sum and Unit Price Bids = Total Base Bid**

(in words)

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**ALTERNATE BID #1 – PORTION OF EAST STORM SEWER**

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Bid Price
202	Storm Tile Crushed	1,341	L.F.				
611	18" Conduit, Type C (707.33)	1,341	L.F.				
611	Catch Basin, ODOT 2-3 (Type 4)	4	Each				
<b>Total of All Alternate Bid #1 Items</b>					<b>\$</b>		

**Total of Lump Sum and Unit Price Bids = Total Alternate Bid #1**

(in words)

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Bidder acknowledges that:

- (1) If this Proposal shall be accepted, Bidder will be prepared to discuss with the Board of Miami County Commissioners and the Village of Potsdam in detail any matters relating to special features and the methods proposed to be followed for the general conduct of the work, that within ten (10) days after "Notice of Award" the Contract Form with the Board of Miami County Commissioners and Village of Potsdam for performance of the work will be completed and Bidder will furnish a Contract Bond in an amount not less than one hundred percent (100%) of the total bid amount, and with sureties subject to the approval of the Board of Miami County Commissioners and Village of Potsdam as a guarantee of the faithful performance of this Contract; and that Bidder will also submit the required insurance policies.
- (2) Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item;
- (3) Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents; and
- (4) The Owner reserves the right to add or delete such quantities within the scope of the project as deemed necessary without in any way invalidating the Unit Prices bid.

#### **ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 31, 2017.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the amount of \$1,000.00 for every consecutive day after the stated date in the Notice to Proceed and along with any time extension given per a Change Order and it may be retained from the monies which may be due.

#### **ARTICLE 7 - ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required bid security consisting of a \_\_\_\_\_ (Bond or Check) in the sum of \$ \_\_\_\_\_ of the total bid amount accompanies this Proposal and the undersigned agrees that should he, after notice of "Award of Contract" fail to execute the Contract and Contract Bond as aforesaid, that his Certified Check or Bid Bond accompanying this Proposal shall be forfeited to the Board of Miami County Commissioners and the Village of Potsdam as liquidated damage caused by such failure.
  - B. Affidavit for Corporation;
  - C. Required Bidder Qualification Statement with supporting data;
  - D. List of Proposed Subcontractors;
  - E. Non-Collusion Affidavit; and
  - F. Required HUD Certifications (Section 00 45 33 – 00 45 39)
  - G. OPWC EEO Certification
  - H. Certification of Compliance with ORC 3517.13

**ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By: *[Signature]* \_\_\_\_\_

*[Printed Name]* \_\_\_\_\_

*(If Bidder is a corporation, limited liability company, partnership or joint venture, attach evidence of authority to sign.)*

Address for giving notices:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

Bidder's Federal ID No.: \_\_\_\_\_