

ADDENDUM NO. 1

VILLAGE OF UNION CITY Sanitary Sewer Rehabilitation Phase IV August 23, 2016

To: Planholders

From: Mote & Associates, Inc. Phone: (937) 548-7511
214 West Fourth Street Fax: (937) 548-7484
Greenville, Ohio 45331 E-mail: info@moteassociates.com

Re: Village of Union City
Sanitary Sewer Rehabilitation Phase IV

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated August 2016. 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, BID FORM

The "Bid Form" has been revised to reflect the following changes:

A) The following line items have been added to the Base Bid for completion of the Manhole Modifications shown on Sheets #2 and #3 of the construction plans:

Item Spec – Modifications to Manhole F26 – 1 Each
Item Spec – Modifications to Manhole F27 – 1 Each
Item Spec – Modifications to Manhole F32 – 1 Each
Item Spec – Modifications to Manhole E14 – 1 Each

A "Revised Bid Form" is attached to this Addendum and shall become part of the Bid Package. Please insure that receipt of this Addendum is noted on your bidding documents.

CHANGES/CLARIFICATIONS TO THE TECHNICAL SPECIFICATIONS:

2. Section 33 01 30.62, SEWER MANHOLE REHABILITATION

A. Section 2.02, Materials: Additional product manufacturers have been determined to be equal to those listed in this section as follows:

- 1) Madewell Products Corporation, Mainstay manhole rehabilitation products
- 2) DuraSeal Water Solutions, DuraPlug, DuraSeal MS, and DuraLine

CHANGES/CLARIFICATIONS TO THE TECHNICAL SPECIFICATIONS (CONT):

3. Section 33 01 30.72, CURED-IN-PLACE PIPE (CIPP)

- A. Section 2.01, Products, Item A, In addition to the statement regarding products intending to have a 50 year design life, the manufacturer shall provide a minimum ten (10) year lining product warranty and the installing contractor shall provide a one (1) year workmanship warranty via a maintenance bond.
- B. Section 2.01, Products, Item B, 4. This item shall be clarified to state that the installing Contractor shall be waived from any ISO certifications. The ISO certification only applies to the manufacturer of the lining product.
- C. Section 3.01, Installation Responsibilities for Incidental Items, Item A: The Contractor will be allowed to utilize the Owner's fire hydrants as their water source, if needed. The water will be metered by the Owner. The Contractor will be charged \$2.84 per 100 cubic feet of water used in the completion of the work.
- D. Section 3.01, Installation Responsibilities for Incidental Items, Item B: The Owner does NOT have a place to dispose of any debris and it will be the Contractor's responsibility to find a dump site.

GENERAL CLARIFICATIONS:

- 4. The existing sewer pipe is believed to be mostly Vitrified Clay Pipe (VCP).
- 5. The award of the project is anticipated to occur at the regularly scheduled council meeting to be held on September 5, 2016. The Notice to Proceed will be issued as soon as contracts are returned along with appropriate bonds, insurance, etc to comply with the contract conditions.

End of Addendum

Attachment: Section 00 41 43, Revised Bid Form

REVISED BID FORM

00 41 43

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: **[Village of Union City, 419 East Elm Street, Union City, Ohio]**
- 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. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. 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 any thing 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;

SANITARY SEWER REHABILITATION PHASE IV - BASE BID SCHEDULE

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Total Bid Price
614	Maintaining Traffic	1	Lump				
624	Mobilization	1	Lump				
33 01 03	8" Point Repair w/Depth of ≤ 10'	1	Each				
33 01 03	8" Point Repair w/Depth of > 10' – 15'	1	Each				
33 01 03	8" Point Repair w/Depth of > 15' – 20'	1	Each				
33 01 03	10" Point Repair w/Depth of ≤ 10'	1	Each				
33 01 03	10" Point Repair w/Depth of > 10' – 15'	1	Each				
33 01 03	10" Point Repair w/Depth of > 15' – 20'	1	Each				
33 01 03	4" – 6" Lateral Replacement w/Depth of ≤ 10'	1	Each				
33 01 03	4" – 6" Lateral Replacement w/Depth of > 10' – 15'	1	Each				
33 01 03	4" – 6" Lateral Replacement w/Depth of > 15' – 20'	1	Each				
33 01 30.62	Manhole Rehabilitation	124.4	V.F.				
33 01 30.72	8" Cured-in-Place Pipe	8,071	L.F.				
33 01 30.72	10" Cured-in-Place Pipe	2,315	L.F.				
33 01 30.72	Protruding Lateral Cut-Out	10	Each				
Spec	Manhole Modifications F26	1	Each				

SANITARY SEWER REHABILITATION PHASE IV – BASE BID CONTINUED

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Total Bid Price
Spec	Manhole Modifications F27	1	Each				
Spec	Manhole Modifications F32	1	Each				
Spec	Manhole Modifications E14	1	Each				
Total of Base Bid						\$	

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

(in words)

SANITARY SEWER REHABILITATION PHASE IV – ALTERNATE BID #1 – MANHOLE A19

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Total Bid Price
33 01 30.62	Manhole Rehabilitation	11.9	V.F.				
Total of Alternate Bid #1						\$	

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

(in words)

SANITARY SEWER REHABILITATION PHASE IV – ALTERNATE BID #2 – MANHOLE D4

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Total Bid Price
33 01 30.62	Manhole Rehabilitation	10.3	V.F.				
Total of Alternate Bid #2:						\$	

Total of Lump Sum and Unit Price Bids = Total Alternate Bid #2:

(in words)

SANITARY SEWER REHABILITATION PHASE IV – ALTERNATE BID #3 – MANHOLE E8

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Total Bid Price
33 01 30.62	Manhole Rehabilitation	5.7	V.F.				
Total of Alternate Bid #3:						\$	

Total of Lump Sum and Unit Price Bids = Total Alternate Bid #3:

(in words)

SANITARY SEWER REHABILITATION PHASE IV – ALTERNATE BID #4 – MANHOLE F6

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Total Bid Price
33 01 30.62	Manhole Rehabilitation	4.4	V.F.				
Total of Alternate Bid #4:						\$	

Total of Lump Sum and Unit Price Bids = Total Alternate Bid #4:

(in words)

SANITARY SEWER REHABILITATION PHASE IV – ALTERNATE BID #5 – MANHOLE STEPS

Item No.	Description	Est. Qty.	Unit	Material Price	Labor Price	Bid Unit Price	Total Bid Price
33 01 30.62	Manhole Steps	40	Each				
Total of Alternate Bid #5:						\$	

Total of Lump Sum and Unit Price Bids = Total Alternate Bid #5:

(in words)

Bidder acknowledges that:

- (1) 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;

- (2) Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents; and
- (3) 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 June 30, 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.

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;
 - B. Affidavit for Corporation;
 - C. Required Bidder Qualification Statement with supporting data;
 - D. List of Proposed Subcontractors;
 - E. Non-Collusion Affidavit; and
 - F. Valid Certificate of Compliance for Equal Employment Opportunity or OPWC EEO Certification

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.: _____