

ADDENDUM NO. 1

VILLAGE OF UNION CITY North Street Reconstruction July 26, 2019

To: Planholders

From: Mote & Associates, Inc.
214 West Fourth Street
Greenville, Ohio 45331

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Re: Village of Union City
North Street Reconstruction

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated July 2018. 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 DOCUMENTS:

1. **REVISED BID FORM, SECTION 00 41 43**

Attached is a "Revised Bid Form" to be utilized in lieu of the Bid Form included with the original documents. The only revision is on Page 5 of 7 for the Alternate Bid in which the "Unit Price" and "Total Unit Price" columns have been added. The original Bid Form inadvertently left off these two columns. The Excel Bid Form worksheet provided for use with the Bid contains all of the appropriate columns for the Alternate Bid and does not require any revision.

CHANGES/CLARIFICATIONS TO THE CONSTRUCTION PLANS:

2. **GENERAL SUMMARY, SHEET #7 OF 20**

Line No. 8 listed on the General Summary for Item 202 Pipe Removed shall state 60 L.F. and not 60 S.F. as shown.

3. **PLAN & PROFILE, SHEET #9 OF 20**

On the property of 211 North Street there is a 6" drain line that discharges onto the sidewalk and is not shown on the plans. It is located approximately 10' west of the noted 4" drain. This 6" drain shall be tied into the 4" drain prior to the connection to the proposed drain line curb opening that is reflected on the plans. The cost of this work shall be incidental to the drain line curb opening.

4. **PLAN & PROFILE, SHEET #10 OF 20**

A. At 226 North Street there is a picket fence noted on the drawings. A portion of this fence may need to be removed and reinstalled in coordination with the Owner for the sidewalk installation. The cost of this work shall be incidental to the Concrete Walk

- B. A pipe culvert located at the alley between 319 and 325 North Street shall be removed as an incidental item to the Excavation.
- C. Add a Drain Line Curb Opening at 407 North Street to outlet an existing 4" tile that is not shown on the plans. This additional quantity shall be adjusted with the final project based on measurement for unit price payment.
- D. Remove existing landscape bricks between Sta. 19+15 LT at the west property line of 407 North Street to approximately Sta. 19+50 LT (approximately 2 bricks high) and replace with a 6" barrier curb to be located at the back of the sidewalk. This cost shall be incidental to the Concrete Walk.

5. PLAN & PROFILE, SHEET #11 OF 20

- A. The drive approach shown between 515 and 521 North Street shall be widened to 18' versus the 16' as called out on the plans.
- B. At 521 North Street, the Contractor shall be responsible for the protection and/or restoration of the landscaping at the existing steps to this residence that will remain.

6. PLAN & PROFILE, SHEET #12 OF 20

- A. The drive approach shown between 601 and 605 North Street shall be widened to 20' versus the 18' as called out on the plans.
- B. The drive approach shown between 613 and 619 North Street shall be widened to 31' versus the 28' as called out on the plans.
- C. The drive approach shown between 620 and 624 North Street shall be widened to 23' versus the 10' as called out on the plans to accommodate both residences.

Adjustments of quantities for any drive approaches that are widened from that shown on the plans will be paid based on the final measurements of drive approach installed.

GENERAL CLARIFICATIONS:

7. Pole & Sign Relocations

It shall be the Contractor's responsibility to coordinate and/or relocate existing poles and signs that conflict with construction activities. All street signage to be reinstalled in concrete areas shall be removed and then reinstalled with a 4" PVC sleeve that is placed into the concrete. Poles and signs indicated on the plans at intersections that may be affected include, but are not limited to the following locations:

10+30 RT	18+80 RT
13+25 RT	21+65 RT
15+85 RT & LT	25+-5 RT
16+25 RT	29+10 RT

8. Maintaining Traffic

Should Contractor suspend construction operations at any time during the project after start of the work, they shall be responsible for maintaining all trenches, driveway access, pedestrian routes, signage, etc. as required by ODOT Item 614 Maintaining Traffic, as if operations were ongoing. This will include home mail delivery which is distributed via a walking route.

End of Addendum

Attachments: Revised Bid Form, Section 00 41 43

REVISED BID FORM

00 41 43

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: **Darke County Commissioners, 520 South Broadway, Greenville, Ohio 45331**
- 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 Darke County Board of Commissioners or the Village of Union City is directly or indirectly interested therein, or in any portion thereof, and he will, if required by the Darke County Board of Commissioners and the Village of Union City, 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;

BASE BID – UNION CITY NORTH STREET RECONSTRUCTION

Item No.	Description	Est. Qty.	Unit	Labor Cost	Material Cost	Unit Price	Total Unit Price
201	Stump Removed	11	Each				
202	Catch Basin Removed	13	Each				
202	Curb and Gutter Removed	152	L.F.				
202	Concrete Pavement Removed, Drives	280	S.Y.				
202	Walk Removed	17,506	S.F.				
202	Pipe Removed	60	Each				
203	Excavation, As Per Plan	3,250	C.Y.				
204	Subgrade Compaction and Proof Rolling	6,187	S.Y.				
204	Subgrade Preparation	200	C.Y.				
204	Subgrade Stabilization – Geogrid	1,200	S.Y.				
301	Asphalt Concrete Base	687	C.Y.				
304	Aggregate Base, As Per Plan	1,032	C.Y.				
407	Non-Tracking Tack Coat	340	Gal.				
441	Asphalt Concrete, Intermediate, Type 2 (448)	301	C.Y.				
452	Non-Reinforced Concrete Pavement	385	S.Y.				
608	Concrete Walk, As Per Plan	17,086	S.F.				
608	Curb Ramp W/Detectable Warnings	18	Each				

Item No.	Description	Est. Qty.	Unit	Labor Cost	Material Cost	Unit Price	Total Unit Price
609	Combination Curb & Gutter, As Per Plan	3,833	L.F.				
611	4" Storm Drain Repair	1	Each				
611	6" Storm Drain Repair	1	Each				
611	8" Storm Drain Repair	1	Each				
611	12" Storm Drain Repair	1	Each				
611	6" Conduit, Type 'B' (707.31) Perforated	116	L.F.				
611	12" Conduit, Type 'B' (707.33)	535	L.F.				
611	15" Conduit, Type 'B' (707.33)	8	L.F.				
611	18" Conduit, Type 'B' (707.33)	10	L.F.				
611	Storm Manhole Type 'A', As Per Plan	5	Each				
611	Catch Basin Type 'A', As Per Plan	16	Each				
611	2-2B Catch Basin	1	Each				
611	Drain Basin	2	Each				
611	Manholes Reconstructed to Grade	12	Each				
614	Maintaining Traffic, As Per Plan	1	Lump				
624	Mobilization	1	Lump				
630	Removal of Signs/Supports & Reinstall	1	Lump				
638	Fire Hydrant Removed, As Per Plan	6	Each				
638	Water Valve Abandoned, As Per Plan	16	Each				
659	Seeding and Mulching, As Per Plan	1,000	S.Y.				
32 12 18	Asphalt Concrete Surface, Darke 404-V As Per Plan	215	C.Y.				
32 12 34	Asphalt Rejuvenating Agent (Reclamite)	6,187	S.Y.				
33 11 13	8" Water Line (AWWA C900 DR-18)	2,106	L.F.				
33 11 13	8" X 8" Cross	1	Each				
33 11 13	8" X 8" Tee	3	Each				
33 11 13	8" X 6" Tee	7	Each				
33 11 13	8" Plug	1	Each				
33 11 13	8" - 45° Bend	6	Each				
33 11 13	8" - 11 1/4° Bend	1	Each				
33 11 13	6" - 45° Bend	2	Each				
33 11 13	4" - 45° Bend	4	Each				
33 11 13	8" X 6" Reducer	1	Each				
33 11 13	8" X 4" Reducer	4	Each				

Item No.	Description	Est. Qty.	Unit	Labor Cost	Material Cost	Unit Price	Total Unit Price
33 11 13	8" Cutting-In-Sleeve	2	Each				
33 11 13	6" Cutting-In-Sleeve	1	Each				
33 11 13	4" Cutting-In-Sleeve	4	Each				
33 12 13	Water Service Connection, Type 1	29	Each				
33 12 13	Water Service Connection, Type 2	7	Each				
33 12 13	2" Water Connection – Cedar Street	1	Each				
33 12 13	2" Water Connection – Sta. 20+00	1	Each				
33 12 16	8" Gate Valve W/Box	11	Each				
33 12 16	6" Gate Valve W/Box	7	Each				
33 12 19	Fire Hydrant	7	Each				
Spec	12" Inserta-Tee Connection	4	Each				
Spec	Drain Line Curb Opening	2	Each				
Total Base Bid:				\$			

Total Base Bid:

(in words)

UNION CITY NORTH STREET RECONSTRUCTION - ALTERNATE BID (Fire Hydrants)

Item No.	Description	Est. Qty.	Unit	Labor Cost	Material Cost	Unit Price	Total Unit Price
33 12 19	Fire Hydrant with Integral Storz Connection, in lieu of Fire Hydrants included with Base Bid	7	Each				
Total Alternate Bid:				\$			

Total Alternate Bid:

(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.
- (4) If this Proposal shall be accepted, Bidder will be prepared to discuss with the Darke County Board of Commissioners and the Village of Union City 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 Darke County Board of Commissioners and the Village of Union City for performance of the work will be completed and Bidder will furnish a Contract Bond or a Performance and Payment 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 Darke County Board of Commissioners and the Village of Union City as a guarantee of the faithful performance of this Contract; and that Bidder will also submit the required insurance policies.

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, 2020**.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the amount of \$500.00 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 Darke County Board of Commissioners and the Village of Union City 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. Certifications as listed in Section 3—Procurement Forms & Supplements in the Table of Contents.

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: _____

Bidder's Federal ID No.: _____

Contact Name and e-mail address: _____