

ADDENDUM NO. 4

VILLAGE OF UNION CITY Sanitary Sewer Rehabilitation Phase V August 9, 2019

To: Planholders

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

Phone: (937) 548-7511
Fax: (937) 548-7484
E-mail: info@moteassociates.com

Re: Village of Union City
Sanitary Sewer Rehabilitation Phase V

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated July 2019, Addendum #1 dated July 29, 2019, Addendum #2 dated August 2, 2019, and Addendum #3 dated August 5, 2019. 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. BID FORM, SECTION 00 41 43

A. A "Revised Bid Form #2" is attached and shall be utilized with the Bid Package. The change to this document is as follows:

- 1) The Base Bid will only include the following project locations along with the other incidental items related to the work as listed on "Revised Bid Form #2":
 - Division Street – From Manhole F32 to E18 (Sheet #4 of 8) for a total length of 1,507 L.F. Work shall include cured-in-place liner for the 12" sanitary sewer pipe. A separate line item has been added to the Bid Form for the cleaning and televising of this 12" pipe.
 - Division Street & Trunk Sewer – From Manhole E18 to H5 (Sheet #4 of 8) for a total length of 1,737 L.F. Separate unit prices shall be provided for cleaning and televising of this 15" sanitary sewer to determine lining necessity and a unit cost for the placement of cured-in-place liner for this 15" sanitary sewer pipe.
 - Trunk Sewer from just north of State Route 571 at Manhole H16 south to H13 (Sheet #6 of 8) for a total length of 1,169 L.F. Separate unit prices shall be provided for cleaning and televising of this 15" sanitary sewer to determine lining necessity and a unit cost for the placement of cured-in-place liner for this 15" sanitary sewer pipe.
- 2) The trunk Sewer from the WWTP to State Route 571 being Manhole H23 to H16 for a total length of 2,211 L.F. (Sheet #5 of 8) has been deleted from the project.
- 3) The Engineer's Estimate remains \$480,800.00.

GENERAL CLARIFICATIONS:

2. An additional Bid Item for cleaning and televising of the 15” sanitary sewer was added to the Base Bid with Addendum #3. It is suspected that this sewer material is PVC and may require cleaning, but not lining. The 15” sanitary sewer to be lined will be determined after the results of the cleaning and televising become available.
3. The Cleaning & Televising Item #33 01 30.16 quantity has been changed to reflect only the 15” sanitary sewer for the sections in the Base Bid which total 2,906 L.F.
4. A separate line item has been added for the cost of cleaning & televising the 12” sanitary sewer pipe for a total length of 1,507 L.F.
5. The unit price for the cured-in-place liner for the 12” sanitary sewer shall not include the cleaning and televising work since it is now a separate line item.

End of Addendum

Attachments: Revised Bid Form #2, Section 00 41 43

REVISED BID FORM #2

00 41 43

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: **[Village of Union City, 419 Elm Street, Union City, OH 45390]**
- 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 Village of Union City, Ohio, is directly or indirectly interested therein, or in any portion thereof, and he will, if required by the Village of Union City, Ohio, 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 – SANITARY SEWER REHABILITATION PHASE V

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
614	Maintaining Traffic	1	Lump		
624	Mobilization/Demobilization	1	Lump		
00 79 20	Manhole Joint Grouting per Structure	13	Each		
33 01 03	12" Point Repair < 10'	1	Each		
33 01 03	12" Point Repair, 10' – 15'	1	Each		
33 01 03	12" Point Repair, > 15'	1	Each		
33 01 03	15" Point Repair < 10'	1	Each		
33 01 03	15" Point Repair, 10' – 15'	1	Each		
33 01 03	15" Point Repair, > 15'	1	Each		
33 01 03	4"-6" Lateral Replacement < 10'	1	Each		
33 01 03	4"-6" Lateral Replacement 10' – 15'	1	Each		
33 01 03	4"-6" Lateral Replacement > 15'	1	Each		
33 01 30.16	Cleaning & Televising of 12" Sewer Only	1,507	L.F.		
33 01 30.16	Cleaning & Televising of 15" Sewer Only	2,906	L.F.		
33 01 30.62	Manhole Rehabilitation	255	V.F.		
33 01 30.62	Manhole Steps	40	Each		
Special	Manhole Casting with Gasket	8	Each		
33 01 30.72	12" Cured-in-Place Pipe	1,507	L.F.		

BASE BID – SANITARY SEWER REHABILITATION PHASE V (continued)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	15" Cured-in-Place Pipe	2,906	L.F.		
33 01 30.72	Protruding Lateral Cut-Out	10	Each		
Total Base Bid:					

Total Base Bid (in words):

ALTERNATE BID #1 – SANITARY SEWER REHABILITATION (Carmel Drive)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 03	8" Point Repair < 10'	1	Each		
33 01 03	8" Point Repair, 10' – 15'	1	Each		
33 01 03	8" Point Repair > 15'	1	Each		
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (E1 through E6)	905	L.F.		
Total Alternate Bid #1:					

Total Alternate Bid #1 (in words):

ALTERNATE BID #2– SANITARY SEWER REHABILITATION PHASE V (Water Street)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (D23 through D21)	335	L.F.		
Total Alternate Bid #2:					

Total Alternate Bid #2 (in words):

ALTERNATE BID #3– SANITARY SEWER REHABILITATION PHASE V (Melvin Eley Avenue)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (D5 through D34)	1,165	L.F.		
Total Alternate Bid #3:					

Total Alternate Bid #3 (in words):

ALTERNATE BID #4– SANITARY SEWER REHABILITATION PHASE V (Alley at Main & Water)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (D14 through D18)	400	L.F.		
Total Alternate Bid #4:					

Total Alternate Bid #4 (in words):

ALTERNATE BID #5– SANITARY SEWER REHABILITATION PHASE V (Main Street)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (D13 through D35)	679	L.F.		
Total Alternate Bid #5:					

Total Alternate Bid #5 (in words):

ALTERNATE BID #6– SANITARY SEWER REHABILITATION PHASE V (Alley at Chestnut Street)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (F15 through D18)	592	L.F.		
Total Alternate Bid #6:					

Total Alternate Bid #6 (in words):

ALTERNATE BID #7– SANITARY SEWER REHABILITATION PHASE V (Ward Street)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (C3 through C2)	495	L.F.		
Total Alternate Bid #7:					

Total Alternate Bid #7 (in words):

ALTERNATE BID #8– SANITARY SEWER REHABILITATION PHASE V (John Street)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (C2 to C4)	360	L.F.		
Total Alternate Bid #8:					

Total Alternate Bid #8 (in words):

ALTERNATE BID #9– SANITARY SEWER REHABILITATION PHASE V (Alley at Ward Street)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	8" Cured-in-Place Pipe with cleaning & televising (C1 through LH)	425	L.F.		
Total Alternate Bid #9:					

Total Alternate Bid #9 (in words):

ALTERNATE BID #10– SANITARY SEWER REHABILITATION PHASE V

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
Special	Internal Manhole Drop, As Per Plan	1	Each		
Total Alternate Bid #10:					

Total Alternate Bid #10 (in words):

ALTERNATE BID #11 – SANITARY SEWER REHABILITATION PHASE V

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
Special	Chimney Seal	1	Each		
Total Alternate Bid #11:					

Total Alternate Bid #11 (in words):

ALTERNATE BID #12 – SANITARY SEWER REHABILITATION PHASE V (Trunk Sewer)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 01 30.72	Cleaning & Televising of 15" Sewer Only	3,074	L.F.		
00 79 20	Manhole Joint Grouting per Structure	7	Each		
33 01 30.72	15" Cured-in-Place Pipe (H5 through H13)	3,074	L.F.		
33 01 30.62	Manhole Rehabilitation	55	V.F.		
33 01 30.62	Manhole Steps	40	Each		
Total Alternate Bid #12:					

Total Alternate Bid #12 (in words):

5.03 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 Owner 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 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 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 ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 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;
- 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.: _____ Date: _____

Contact Name and e-mail address: _____