

# **ADDENDUM NO. 1**

## **VILLAGE OF ARCANUM NORTHWEST AREA STORM OUTLET REPLACEMENT July 1, 2020**

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 Arcanum  
Northwest Area Storm Outlet Replacement

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated June, 2020. 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. INSTRUCTIONS TO BIDDERS, SECTION 00 21 13

Article 10 – Contract Time, Section 10.01 shall be changed to read as follows:

The Bidder must agree to commence work as specified in a written Notice to Proceed from the Darke County Board of Commissioners that will take into account the harvesting of the current corn crop on the project site. The start date is anticipated to be mid-November and work shall be substantially complete no later than February 28, 2021.

2. 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 3 of 5. The estimated quantity for Item 611, Storm Manhole, Type ‘A’, As Per Plan has been revised from 4 to 7.

End of Addendum

Attachment: 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, OH 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 and Village of Arcanum 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 Arcanum, 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;

**NORTHWEST AREA STORM OUTLET REPLACEMENT - BASE BID**

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
202	Manhole-Structure Removed	4	Each		
202	Headwall Removed	1	Each		
601	Rock Channel Protection	5	C.Y.		
602	Headwall, As Per Plan	1	Each		
611	24" Conduit, Type 'B' (707.33)	124	L.F.		
611	24" Conduit, Type 'C' (707.33)	735	L.F.		
611	36" Conduit, Type 'C' (707.33)	1,843	L.F.		
611	Storm Manhole, Type 'A', As Per Plan	7	Each		
624	Mobilization	1	Lump		
Spec	12" Inserta-Tee Connection	1	Each		
Spec	8" Inserta-Tee Connection	1	Each		
Spec	6" Inserta-Tee Connection	1	Each		
Spec	4" Inserta-Tee Connection	1	Each		
Spec	Bollard, As Per Plan	4	Each		

**Total Base Bid (in words):**

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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 Arcanum 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 Village of Arcanum 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 Village of Arcanum 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 **February 28, 2021**.
- 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 Darke County Board of Commissioners and the Village of Arcanum 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]*

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

*[Printed name]* \_\_\_\_\_

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

Address for giving notices:

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

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

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