

ADDENDUM NO. 1

VILLAGE OF BOTKINS Lynn Street Reconstruction December 14, 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 Botkins
Lynn Street Reconstruction

This addendum forms a part of the Contract Documents and modifies the original Contract Documents dated December 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/CLARIFICATION TO THE BIDDING DOCUMENTS:

1. Section 00 41 43, Bid Form

The quantity listed on the Bid Form for item 204, Subgrade Stabilization, Geogrid Placement should be 3,000 S.Y. not 3,000 C.Y. A "Revised Bid Form" is attached to this Addendum for use with the Bid Packet, along with an optional Excel Bid Form.

CHANGES/CLARIFICATIONS TO THE CONSTRUCTION PLANS:

2. SHEET 7 OF 16, GENERAL NOTES

The following note should be added to the General Notes (Sheet 7 of 16):

' DEO = Dominion Energy Ohio, 1-800-362-7557

It is the contractor's responsibility to maintain the lateral and subjacent support of Dominion Energy's pipeline(s), in compliance to 29 CFR, Part 1926, subpart P, (safe excavation & shoring). One-foot minimum vertical and horizontal clearance must be maintained between Dominion Energy Ohio's (DEO) existing pipeline(s) and all other improvements. Extreme care should be taken not to harm any DEO facility (pipelines, etc.) or appurtenance (pipe coating, tracer wire, cathodic protection test station wires & devices, valve boxes, etc.). DEO facilities must be protected with a tarp during bridge construction. The contractor will be responsible and liable for ensuring that all DEO existing facilities, above and below ground, remain undamaged, accessible and in working order. The crossing of DEO's pipeline with another steel facility may create a potential corrosion issue for the proposed facility and the existing DEO facility. Please contact Dominion Energy Ohio's Corrosion Department: Dave Cutlip (330-266-2121), Rick McDonald (330-266-2122), or Al Humrichouser (330-478-3757).'

End of Addendum

Attached: Revised Bid Form, Section 00 41 43
Excel Bid Form

REVISED BID FORM

00 41 43

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: **[Village of Botkins, 210 South Mill Street, P.O. Box 190, Botkins, Ohio 45306]**
- 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 Botkins, Ohio, is directly or indirectly interested therein, or in any portion thereof, and he will, if required by the Village of Botkins, 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 – BOTKINS LYNN STREET RECONSTRUCTION

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
202	Catch Basin Removed	9	Each		
202	Concrete Pavement Removed, Drives	368	S.Y.		
202	Curb Removed	1,632	L.F.		
202	Curb and Gutter Removed	697	L.F.		
202	Walk Removed	139	S.F.		
202	Pipe Removed	113	L.F.		
203	Excavation, As Per Plan	2,730	C.Y.		
204	Subgrade Compaction & Proof Rolling, As Per Plan	4,542	S.Y.		
204	Subgrade Preparation	500	C.Y.		
204	Subgrade Stabilization, Geogrid Placement	3,000	S.Y.		
301	Asphalt Concrete Base	379	C.Y.		
304	Aggregate Base, As Per Plan	952	C.Y.		
407	Non-Tracking Tack Coat	500	Gal.		
441	A.C. Surface Course, Type 1 (448), PG64-22	157	C.Y.		
441	A.C. Surface Course, Type 1 (448), PG64-22 (Drives)	3	C.Y.		
441	A.C. Intermediate Course, Type 2 (448)	221	C.Y.		
452	Non-Reinforced Concrete Pavement – 8"	89.3	S.Y.		

BASE BID – BOTKINS LYNN STREET RECONSTRUCTION (continued)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
452	Non-Reinforced Concrete Pavement – 7"	423.3	S.Y.		
608	Concrete Walk, As Per Plan	7,653	S.F.		
608	Curb Ramp w/Detectable Warnings	10	Each		
609	Combination Curb & Gutter, As Per Plan	2,446	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	8" Conduit, Type 'B' (707.33)	325	L.F.		
611	12" Conduit, Type 'B' (707.33)	803	L.F.		
611	8" x 8" Tee (707.33)	15	Each		
611	8" Cap	28	Each		
611	Storm Manhole, Type 'A', As Per Plan	3	Each		
611	Catch Basin, Type 'A', As Per Plan	10	Each		
611	Drain Basin	2	Each		
611	Manhole Reconstructed to Grade	4	Each		
614	Maintenance of Traffic, As Per Plan	1	Lump		
624	Mobilization	1	Lump		
625	Conduit, 1" PVC (725.051)	1,350	L.F.		
630	Removal of Grnd. Mtd. Signs, Supports, Reinst.	1	Lump		
638	Fire Hydrant Removed	1	Each		
638	Water Valve Abandoned	4	Each		
659	Seeding and Mulching, As Per Plan	1,205	S.Y.		
33 11 13	12" Water Line (AWWA C-909 DR-18)	1,245	L.F.		
33 11 13	12" x 8" Tee	1	Each		
33 11 13	12" x 6" Tee	2	Each		
33 11 13	12" x 8" Reducer	1	Each		
33 11 13	8" Cutting-In-Sleeve	1	Each		
33 11 13	4" Plug	2	Each		
33 11 13	12" x 12" Tapping Tee and Valve	1	Each		

BASE BID – BOTKINS LYNN STREET RECONSTRUCTION (continued)

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
33 11 13	8" x 8" Tapping Tee	1	Each		
33 12 13	¾" Water Service Connection	15	Each		
33 12 13	1" Water Service Connection	1	Each		
33 12 16	12" Gate Valve w/Box	3	Each		
33 12 16	8" Gate Valve w/Box	1	Each		
33 12 16	6" Gate Valve w/Box	2	Each		
33 12 19	Fire Hydrant, As Per Plan	2	Each		
Spec.	8" Inserta-Tee Connection	7	Each		
Spec.	Erosion and Sediment Control	1	Lump		
Spec.	Light Pole Base with Anchor Bolts	5	Each		

Total Base Bid (in words):

ALTERNATE BID #1 – BOTKINS LYNN STREET RECONSTRUCTION

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
32 12 34	Asphalt Rejuvenating Agent (Reclamite)	4,542	S.Y.		

ALTERNATE BID #2 – BOTKINS LYNN STREET RECONSTRUCTION

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
Spec.	Concrete Manhole Chimney – Mr. Manhole	7	Each		

ALTERNATE BID #3 – BOTKINS LYNN STREET RECONSTRUCTION

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
625	Electrical Conductors	1,350	L.F.		

ALTERNATE BID #4 – BOTKINS LYNN STREET RECONSTRUCTION

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
Spec.	Light Pole, As Per Plan	5	Each		

ALTERNATE BID #5 – BOTKINS LYNN STREET RECONSTRUCTION

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Unit Price
Spec.	Light Fixture, As Per Plan	5	Each		

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;
- (3) Owner may reject any bid due to unbalanced Unit Prices; 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.
- (5) If this Proposal shall be accepted, Bidder will be prepared to discuss with the Village of Botkins, 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 Botkins, 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 Botkins, 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 **August 31, 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;
- 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: _____

Contact Name and e-mail address: _____ Bidder’s Federal ID No.: _____