

ADDENDUM NO. 3

City of Union City, Indiana First Floor Vision Corner MEP Improvements

September 29, 2022

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: City of Union City, Indiana
First Floor Vision Corner MEP Improvements

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated August, 2022. 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 CONTRACT DOCUMENTS MANUAL:

1. **SECTION 00 21 13 INSTRUCTIONS TO BIDDERS, Article 28 – Engineer’s Estimate**

28.01 Engineer’s Base Bid Estimate is revised to \$915,000.

2. **SECTION 00 41 44 BID FORM – ATTACHMENT 1, Article 6 – Time of Completion**

6.01 Shall be changed to state “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 28, 2023.**”

3. **SECTION 00 52 43 AGREEMENT FORM, Article 4 – Contract Times**

4.02.A Shall be changed to state “The Work will be substantially completed on or before **July 28, 2023.**”

4. **SECTION 00 55 00 NOTICE TO PROCEED**

Paragraph two: Shall be changed to state “In accordance with the Agreement, the date of Substantial Completion is **July 28, 2023.**”

3. **BID PROPOSAL PACKET**

Attached is the updated bid proposal packet which includes the revised substantial completion date and revised liquidated damages (per Addendum No. 2). Please use these updated bid proposal forms when submitting your bid.

End of Addendum



SECTION - 00 41 43
CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete
the public works project of First Floor Vision Corner MEP Improvements

(Governmental Unit) in accordance with plans and specifications prepared by City of Union City, IN (owner)

Mote & Associates, Inc. (Engineering Consultant) and dated August, 2022 for the sum of

(see Bid Form - Attachment 1) \$ (see Bid Form - Attachment 1)

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

First Floor Vision Corner

MEP Improvements

City of Union City, Indiana

Filed _____

Action taken _____

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96 – ATTACHMENT 1

00 41 44

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: **[City of Union City, Attn: Steve Shoemaker, 105 North Columbia Street, Union City, Indiana 47390]**.
- 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 therein, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____

- 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 any 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 any 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 as required.
- K. Bidder agrees that the Owner 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 Bidders 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 City of Union City is directly or indirectly interested therein, or in any portion thereof, and he will, if required, 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 participation in the bidding process or 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 Lump Sum Bid provided.
- 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 all items and any required maintenance thereof as hereinafter provided, for the following prices that are accepted for one Contract as defined below;

VISION CORNER FIRST FLOOR MEP IMPROVEMENTS

Lump Sum Bid	Total Lump Sum Bid
Lump Sum Bid to provide all labor, materials, and equipment to provide all Mechanical, Electrical and Plumbing (MEP) related work for Heating, Ventilation and Air Conditioning (HVAC), Plumbing, Piping, Fixtures, Natural Gas Piping and appurtenances, Electrical, Power and Lighting, Testing, Balancing and make all systems fully operational throughout the first floor of the building.	\$

Total Lump Sum Bid (in words)_____

Bidder acknowledges that:

(1) If this Proposal shall be accepted, Bidder will be prepared to discuss with the City 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 City of Union City for performance of the work will be completed and Bidder will furnish a Contract 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 City of Union City as a guarantee of the faithful performance of this Contract; and that Bidder will also submit the required insurance certificates.

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 28, 2023.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the amount of \$0.00 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 City of Union City as liquidated damage caused by such failure.
- B. Contractor's Bid for Public Works Form 96 – including Parts I, II, III and IV.
- C. Bid Form - Attachment I

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.: _____

BID GUARANTY AND CONTRACT BOND

00 43 13

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ of
_____ as principal, and _____ as
surety, are hereby held and firmly bound unto _____ as
obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on
_____ to undertake the project known as **Vision Corner First Floor MEP Improvements** .

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____
_____ dollars, \$ _____.

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named principal has submitted a bid for the **City of Union City - Vision Corner First Floor MEP Improvements**.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount of which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pay to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid,

plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed or material furnished in carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any material suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligation of said surety on this bond.

PRINCIPAL:

SURETY:

By: _____

By: _____

Title: _____ Date: _____

Title: _____ Date: _____

SURETY AGENT:

SURETY:

Company: _____

Company: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Note

NOTE: All Certified/Cashier's Checks and Surety Bonds offered as surety shall be made payable to the City of Union City.
This form is not necessary if you are using a Certified Cashier's Check.

Attachments: Power of Attorney and Recent Financial Statement of Surety.