Jones & Henry Engineers, Ltd.

Northwestern Water & Sewer District

Willowbend Pump Station Improvements

ADDENDUM 7

October 12, 2021

Planholders of the Northwestern Water & Sewer District, Willowbend Pump Station Improvements are hereby notified of the following amendments to the Contract Documents. This Addendum is hereby made a part of the Contract Documents.

BID FORM

Replace Section C-410 with the attached Bid Form that includes the modified Bid Items.

- Item 9h was returned to the bid form.
- The units for the allowance item for force main cleaning were adjusted to 1.

Attachments: Revised C-410 Bid Form

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON PAGE C-410 - 1 OF THE BID.

BID FORM

NORTHWESTERN WATER & SEWER DISTRICT

WILLOWBEND PUMP STATION IMPROVEMENTS

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Northwestern Water & Sewer District

12560 Middleton Pike

Bowling Green, Ohio 43402

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 90 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:

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 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.

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. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. 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 e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for unit prices indicated on the following price(s):

UNIT PRICE BID

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, and (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.

Item No.	Description	Estimated Amount	Unit	Unit Cost in Numbers		Unit Price in Words	Total Estimated Cost of Item	
1	Mobilization and Demobilization	1	LS					
2	Bypass Pumping	14	WK					
3	Storm Water Pollution Prevention	1	LS					
4	Trench Rock Excavation (6-inches to 5-feet in depth)	1,625	LF					
5a	Willowbend Pump Station and Wet Well Demolition and Abandonment	1	LS					
5b	Willowbend Pump Station Wet Well, Controls Building, Site Improvements, Appurtenances and Accessories	1	LS					
6a	4-inch Drain, Type C	36	LF					
6b	8-inch Culvert, Type B	70	LF					
6c	12-inch Driveway Culvert, Type B	40	LF					
6d	10-inch Sanitary Sewer, Type B	10	LF					

Item No.	Description	Estimated Amount	Unit	Unit Cost in Numbers		Unit Price in Words	Total Estimated Cost of Item	
6e	15-inch Sanitary Sewer, Type B	45	LF					
6f	24-inch Culvert, Type B	35	LF					
6g	30-inch Culvert, Type B	35	LF					
6h	36-inch Culvert, Type B	45	LF					
6i	12-inch Sewer Removed	65	LF					
7a	8-inch Force Main, Type B	222	LF					
7b	10-inch Force Main, Type B	5	LF					
7c	12-inch Force Main, Type B	65	LF					
7d	12-inch Force Main, Type C	1,900	LF					
7e	12-inch Force Main, Trenchless	510	LF					
7f	20-inch Force Main, Type B	30	LF					
7g	20-inch Force Main, Type C	1,160	LF					
7h	Connection to Exiting Force Main	7	EA					

Item No.	Description	Estimated Amount	Unit	Unit Cost in Numbers		Unit Price in Words	Total Estimated Cost of Item	
7i	Manhole 4327 Modifications	1	EA					
7j	12-inch Connection to Existing Pipeline	2	EA					
7k	Force Main Termination and Abandonment, All Sizes	2	EA					
7l	Force Main Plugged	3	EA					
8a	Type I Sanitary Sewer Manhole	8	VLF					
8b	Type II Sanitary Sewer Manhole	15	VLF					
8c	Flow Meter Manhole	1	LS					
8d	Flow Meter / Bypass Manhole Conversion	1	LS					
8e	Force Main Pigging Manhole	1	LS					
9a	8-inch Gate Valve and Box	6	EA					
9b	8-inch Tapping Sleeve, Valve and Box	1	EA					
9c	10-inch Gate Valve and Box	2	EA					
9d	12-inch Gate Valve and Manhole	1	EA					

Item No.	Description	Estimated Amount	Unit	Unit Cost in Numbers		Unit Price in Words	Total Estimated Cost of Item	
9e	12-inch Gate Valve and Box	1	EA					
9f	12-inch Air Release Valve and Manhole	2	EA					
9g	20-inch Air Release Valve and Manhole	2	EA					
9h	20-inch Plug Valve and Box	1	EA					
10a	ODOT Item 202 Pavement and Base Removed	330	SY					
10b	ODOT Item 254 Pavement Planing	110	SY					
11a	ODOT Item 203 Excavation	230	CY					
11b	ODOT Item 203 Embankment	310	CY					
11c	Access Roadway Repairs	800	SY					
11d	Access Roadway	1,340	SY					
11e	Temporary Access Roadway	1,740	SY					
11f	Asphalt Roadway Repairs - Full Depth	330	SY					
11g	Asphalt Roadway Repairs - Resurfacing	110	SY					

Item No.	Description	Estimated Amount	Unit	Unit Cost in Numbers		Unit Price in Words	Total Estimated Cost of Item	
11h	Subgrade Support Material	1,340	SY					
11i	ODOT Item 304 - Backfill for Unsuitable Materials Removed	100	CY					
12	Video Recording of the Zone of Influence	1	LS					
13	Maintenance of Traffic	1	LS					
14	Tree Removal, Clearing and Grubbing	1	LS					
15	Sheet Piling Retaining Wall	110	LF					
16	Dump Rock Fill, Type D	100	CY					
17	12-inch Pipeline Televising	700	LF					
ALLOW	Telemetry Equipment and Programming	1	ALLOW	$13,500	00	Thirteen Thousand Five Hundred Dollars and 00/100	$13,500	00
ALLOW	Cleaning 12-inch Steel Pipeline	1	ALLOW	$10,000	00	Ten Thousand Dollars and 00/100	$10,000	00
Total Bid (Including Allowances):								

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 the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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. Evidence of authority to do business in the state of the Project;

C. Required Bidder Qualification Statement with supporting data.

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, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

_____

Telephone Number: _____

Email Address: _____

Contact Name: _____

_____

Bidder's License No.: _____
(where applicable)

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO)
)ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says as follows: answering whichever is applicable by placing an "X" before items 1 or 2.

1. ( ) We are not charged with any delinquent personal property taxes on the general tax list of personal property in _____ County, Ohio.

2. ( ) We are charged with delinquent personal property taxes on the general tax list of _____County, Ohio including unpaid penalties and interest in the amount of $_____.

_____
Bidder

By: _____

Title: _____

Sworn and subscribed before me this _____ day of _____ 20 _____.

_____
Notary Public in and for

_____ State

My Commission Expires:

_____ 20_____