



Corporate Office
1000 Commerce Park Drive,
Suite 201
P.O. Box 487
Williamsport, PA 17703-0487
Phone: (570) 323-6603
Fax: (570) 323-9902 fax

Spoke Office
22 North Market Street
Selinsgrove, PA 17870
Phone: (570) 374-5700
Fax: (570) 374-5703

Spoke Office
1 West Market Street
Suite 301
Corning, NY 14830
Phone: (607) 936-7076
Fax: (607) 936-7086

**VILLAGE OF SOUTH CORNING
STEUBEN COUNTY, NEW YORK
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT**

ADDENDUM NO. 1

April 20, 2021

CHANGES TO CONTRACT DOCUMENTS

The attention of the Bidders is directed to the following changes to the Contract Documents:

CONSTRUCTION DRAWINGS

New Drawings – NONE

Drawings to be Amended –

1. Drawing Sheet S1.0 – EXISTING OXIDATION DITCH PLAN

a. **AMEND** note to read:

“Apply Sika Monotop-4400 MIC to inside of tank walls and base”

b. **AMEND** note to read:

“Existing mechanical liner to be removed, typ. For bidding purposes, assume rubber liner is anchored at the top by a metal strap bolted into the concrete and not attached to the concrete below the water line.”

PROJECT MANUAL

New Documents – NONE

Documents to be Replaced –

1. BID FORM – Article 5 – Basis of Bid

a. **DELETE** the original Bid Form section in its entirety and **REPLACE** with the section attached to this Addendum

Documents to be Amended–

1. SECTION 012100 – ALLOWANCES - Paragraph 3.3, Schedule of Allowances

a. **ADD** paragraph 3.3, C to read:

Allowance No. 3: Lump-Sum Allowance: Include the sum of \$75,000.00 to cover the estimated costs of concrete repairs at the oxidation trench once the liner has been removed. Potential types of this work are detailed on Drawing S1.1. Work under this allowance does NOT include the liner coat as it is part of the base bid.

1. Contractor costs, including receiving and handling at the Project Site, labor, installation, and overhead and profit can be included as part of this allowance.
2. The final allowance amount will be adjusted by Change Order once all repair work is complete and Engineer has reviewed/approved a detailed cost breakdown of all work submitted by the contractor.

BIDDER QUESTIONS/ANSWERS

1) Will there be a specification added for Diesel generator?

Section 263212 "Emergency Lighting and Power Systems" cover the generator. Please advise if additional information is required beyond what is included in this section.

2) Who do we contact to set up a site visit?

The site is typically open 6:00 to 2:30 on weekdays. Please call the Sewer and Water Operator Tim Good at 607-368-1495 to schedule a time.

3) The contract timeline may not be sufficient to accommodate longer lead times for specialty equipment. Will time extensions be granted in the event the original schedule can not be met?

Time extensions may be granted on a case by case basis. The contractor will not be held responsible for manufacturer delays.

4) Is there a report of the repairs needed for the existing Oxidation Ditch? If there is no report of repairs will an allowance for 100 square feet be considered since the repairs may be an unknown quantity.

There is no report available as we were not able to interrupt the treatment process to view an empty structure. It is not the intent of the project to hold bidders responsible for discovered conditions. An addendum will be issued early next week to clarify how bidders can better quantify and estimate a price for this work.

- 5) Drawing indicates to apply Sika MonoTop - 4400 to the inside of Tank Walls. Please confirm that the Tank Base receives the same Sika MonoTop – 4400. Are you going to publish a specification to cover the Sika MonoTop – 4400 work?

The tank base will be coated as well. This is admittedly unclear as is. We will clarify. As to a specification of the Sika product. We will refer to manufacturer's recommendations for application.

- 6) Drawing indicates the removal of the existing mechanical liner. Please publish details from original construction documents to indicate what the liner is and the methods of attachment to the concrete surface.

We will provide what information we have on the existing liner in the addendum.

- 7) Drawing lists the various types of concrete repairs that need to be performed. I'm not finding any indication of the quantities that need to be repaired in the Bid Documents. Is it possible to look under the existing mechanical liner before it is removed so that we can estimate anticipated quantities?

This question, more or less, has already been asked this morning through our website. I will provide a response to that today but will probably clarify this concern by addendum early next week. As this is a lump sum project, I will probably not add unit prices as you suggest but it is not the intent of the contract to make bidders responsible for discovered conditions. We will probably try to cover by including some type of allowance.

End of Addendum 1

BID FORM FOR CONSTRUCTION CONTRACT

The Section has been adapted from EJCDC® C-410 - 2018, Bid Form for Construction Contract. With the exception of user-entered information prompted by the base document, modifications have been made by indicating “**Deleted**” for all Articles or Sub-articles that have been completely deleted and by **bolding added text** and ~~striking out and bolding removed text~~.

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 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Village of South Corning
7 Clark Street
South Corning, NY 14830

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—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security (**including Section 000430 Bid Bond (Penal Sum) Form**);
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. ~~Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
- E. ~~Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- F. Required Bidder Qualification Statement with supporting data; and
- G. **Non-collusion Affidavit**
- H. **Lobbying Certification (refer to EFC Bid Packet Section 7); and**
- I. **AIS Contractor’s Certification (refer to EFC Bid Packet Section 3)**

ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Base Bid Price	\$
-------------------------	----

2. **Deleted**

B. All specified cash allowance(s) are included in the price(s) set forth below and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Cash Allowance 1 – WWTP & Park Ave Pump Controls	\$ 42,000
Lump Sum for Cash Allowance 2 – Sludge Pumping	\$ 15,000
Lump Sum for Cash Allowance 3 – Oxidation Ditch Concrete Repairs	\$75,000
Total for all Lump Sum for Cash Allowances	\$ 132,000

TOTAL OF ALL LUMP SUMS (words) _____
(numerals) _____

C. **Deleted**

3.02 **Deleted**

3.03 **Deleted**

ARTICLE 4—DELETED

ARTICLE 5—DELETED

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 days indicated in the Agreement.

6.02 **Deleted**

6.03 **Deleted**

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

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. 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.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements and MBE/WBE participation requirements.**
 - 4. **Deleted**
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable) _____