

City of Lima, Ohio River Structure Three-Phase Power, Contract 58

ADDENDUM 1

August 19, 2024

Planholders on the City of Lima, Ohio; River Structure Three-Phase Power, Contract 56, are hereby notified of the following amendments to the Contract Documents. This Addendum is hereby made a part of the Contract Documents.

SPECIFICATIONS

Page C-111-1, Advertisement for Bids

In the fourth line of the first paragraph, delete "August 28, 2024" and substitute "September 4, 2024."

Section C-410 Bid Form for Construction Contracts

Delete this Section in its entirety, and replace it with that attached to this Addendum.

Section 01021 Allowances

Delete this Section in its entirety, and replace it with that attached to this Addendum.

DRAWINGS

Sheet No. E-1.1, 38 of 48

Delete Sheet E-1.1, 38 of 48 in its entirety, and substitute the new sheet attached to this Addendum.

Sheet No. E-2.1, 39 of 48

Delete Sheet E-2.1, 39 of 48 in its entirety, and substitute the new sheet attached to this Addendum.

Sheet No. E-3.1, 40 of 48

Delete Sheet E-3.1, 40 of 48 in its entirety, and substitute the new sheet attached to this Addendum.

Sheet No. E-4.1, 41 of 48

Delete Sheet E-4.1, 41 of 48 in its entirety, and substitute the new sheet attached to this Addendum.

Sheet No. E-5.1, 42 of 48

Delete Sheet E-5.1, 42 of 48 in its entirety, and substitute the new sheet attached to this Addendum.

Attachments:	Section C-410 Bid Form for Construction Contract
	Section 01021 Allowances
	Sheet Nos. E-1.1; E-2.1; E-3.1; E-4.1; E-5.1

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

BID FORM

City of Lima, Ohio

River Structure Three-Phase Power, Contract 58

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Lima Municipal Center 50 Town Square Lima, Ohio 45801

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:

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 the price(s) included on C-410-4 and C-410-5. Bidder shall fill in all blanks on the Bid Form.
 - A. The name or make of any piece of equipment or material of construction specified in the Contract Documents and identified on the following Base Bid List shall be utilized in determining the base bid price.
 - B. Where two or more Equipment or Product Manufacturers are named, or the words "Or Equal" are listed in the Contract Documents and not included in the Base Bid List, Bidders may utilize any of the named or follow the "Or Equal" process outlined in the Contract Documents.
 - C. The Bidder shall identify their selected Equipment or Product Manufacturer on the Base Bid List as follows:

Base Bid List					
Manufacturers					
Specification Section	ication Section Select One by Circling				
11334	Grande				

- D. The Owner will have the right to select the Equipment or Product Manufacturer in the Base Bid List if Bidder fails to make a selection where required.
- 5.02 Bidder shall provide pricing for the Mandatory Alternates below.
 - A. Where required, Bidder shall make a selection for the "Add" or "Deduct" by circling one, indicating that the price is to be Added to the Base Bid or Deducted from the Base Bid. If the Bidder fails to make a selection the default will be a Deduction.
 - B. A Mandatory Alternate is required for each Equipment or Product Manufacturer listed.

Mandatory Alternate						
		Circle One				
	Manufacturers					
	Shall not be the same as Base Bid	Assumed to be a				
Specification	Provide pricing for Mandatory	deduct unless one				
Section	Alternate for all listed manufacturers	is circled	Dollar Amount			
11335	GNA – Collett	Add / Deduct				
11335	GNA – Heindel	Add / Deduct				
11335	GNA – McDonel	Add / Deduct				
11335	GNA – Central	Add / Deduct				
11335	GNA – Lovers	Add / Deduct				

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 400 calendar days after the date when the Contract Times commence to run.
- 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; and
 - C. Required Bidder Qualification Statement with supporting data; and

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.

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	River Structures Improvements	1	LS									
	Alternate Bid Items											
2	Collett Fine Screen	1	LS									
3	Heindel Fine Screen	1	LS									
4	McDonel Fine Screen	1	LS									
5	Central Fine Screen	1	LS									
6	Lovers Fine Screen	1	LS									
7	SCADA Integration and Programming Allowance	1	LS	20,000 25,000	00 00							
	Allowances											
8	Electrical Line Extension Allowance	1	LS	100,000	00							
9	Gas Service Allowance	1	LS	15,000	00							
	Estimated Construction Cost Base Bid, including Ancluding Ancluding Alternates):	Allowance										

(Addendum 1, Issued August 19, 2024)

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ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correc	t name of bidding entity]
By: [Signature]	
[Printed name]	
(If Bidder is a corporation evidence of authority to	n, a limited liability company, a partnership, or a joint venture, attach sign.)
Attest:	
[Signature]	
[Printed name]	
Title:	
Submittal Date:	
Address for giving notice	es:
Telephone Number:	
Fax Number:	
Contact Name and e-ma	il address:
Bidder's License No.:	
	(where applicable)

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIC)	
)ss.	
COUNTY OF)	
	, being first duly sworn, deposes	and says as
	ering whichever is applicable by placing an "X" before items 1 or 2.	ana says as
1.	() We are not charged with any delinquent personal property taxes or tax list of personal property in Cou	
2.	() We are charged with delinquent personal property taxes on the gene- County, Ohio including unpaid penalties	
	in the amount of \$, and interest
	Bidder	
	Blace.	
	Ву:	
	Title	
	nue	
Sworn and sub	scribed before me this day of 20	
	Notary Public in and for	
		State
	My Commission Expires:	
		20

SECTION 01021 ALLOWANCES

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes the allowances which are to be furnished by the Contractor per Paragraph GC-13.02 of the General Conditions.
- B. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the Site, and all applicable taxes.
- C. The Contractor's handling costs on the Site, labor installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.
- D. The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Engineer may direct, but he will not be required to employ persons against whom he makes a reasonable objection.
- E. If the cost, when determined, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. The Contractor shall prepare and submit proposals for the Owner to select the items included in allowance.
 - 2. Information for the Record:
 - a. Operation and maintenance manuals as may be required for items included in allowance.
 - b. Invoices and delivery slips, for items provided under the allowance, shall be submitted to the resident project representative or Engineer.

1.03 PRODUCT HANDLING

A. The Contractor shall provide all labor, material, and equipment to insure the safe delivery, handling, and storage of goods until acceptance by Owner and Engineer.

1.04 GUARANTEE

A. The Contractor shall provide manufacturer's warranties to the Owner for all goods provided.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 COORDINATION

- A. The Contractor shall advise Owner and Engineer of, and include in the schedule, the timing of the selection, Shop Drawing review and procurement of the goods or services required in the allowance.
- B. The Contractor shall be responsible for the coordination, of all allowance item(s) provided, with the remainder of the contract work.

3.02 ERECTION, INSTALLATION, AND APPLICATION

A. The Contractor shall assemble, install, or apply all goods as may be required to complete the requirements of the allowance.

3.03 PROTECTION

A. The Contractor shall examine all goods on delivery. All damaged or defective goods shall be returned to the manufacturer for replacement.

PART 4 SPECIAL PROVISIONS

4.01 LIST OF ALLOWANCES

		Allowance
A.	SCADA Integration and Programming	\$ -20,000.00
		\$ 25,000.00
B.	Electrical Line Extension Allowance	\$100,000.00
C.	Gas Service Allowance	\$ 15,000.00
		(Addendum 1, Issued August 19, 2024)

4.02 DEFINITION OF ALLOWANCE

- A. SCADA Integration and Programming:
 - 1. The SCADA Integration and Programming includes the services performed under Specification Section 16916.

B. Electrical Line Extension Allowance: (Addendum 1, Issued August 19, 2024)

- 1. Included under the electrical line extension allowance, are the services performed by AEP to extend the three-phase power to the river structures.
- 2. Also included under this allowance, are any permit fees paid by the Contractor to AEP.
- 3. Electrical Work after the meter is to be included in Item 1 of the Bid.
- 4. The allowance is for costs paid directly to AEP. Other costs to complete the Work shall be included under Item 1 of the Bid.

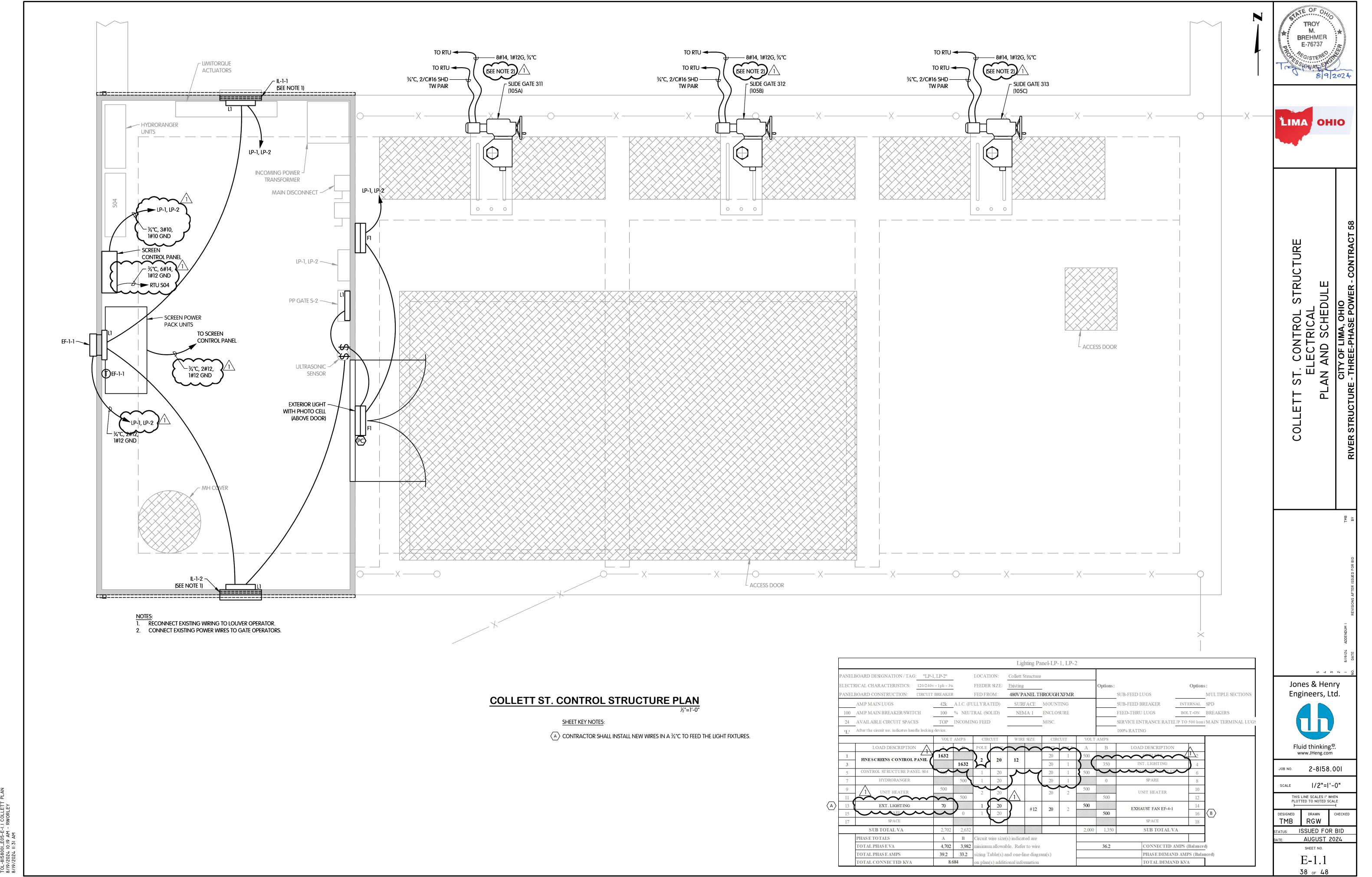
C. Gas Service Allowance:

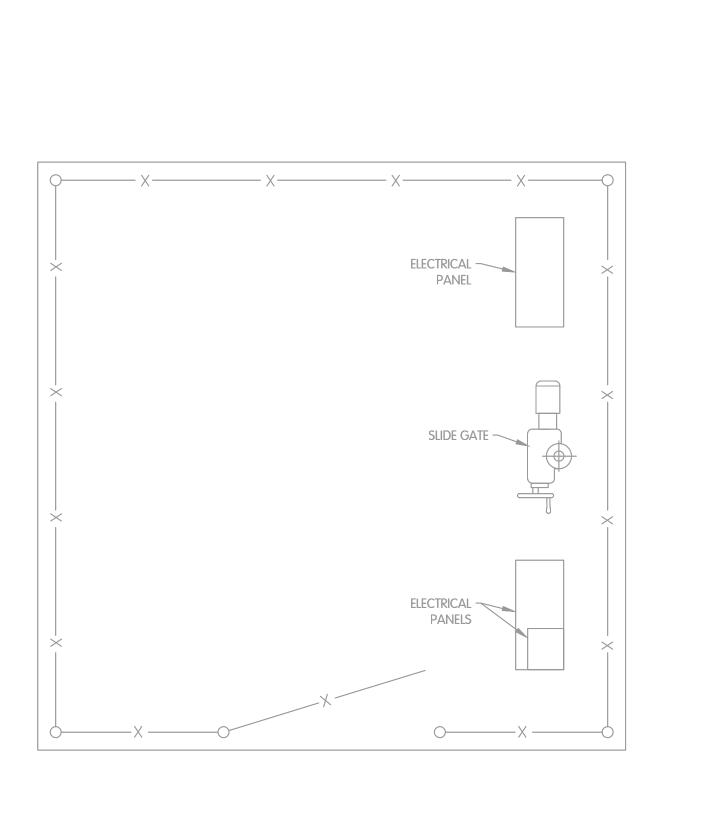
- Included under the gas service allowance, are the services performed by Enbridge Gas to replace the gas service, including the meter, piping before the meter and meter setting.
- 2. Permit fees paid by the Contractor to Enbridge Gas are included under this allowance.
- 3. Gas piping after the meter setting is to be included under Item 1 of the Bid.
- 4. The allowance is for costs paid directly to Enbridge Gas. Other costs to complete the Work shall be included under Item 1 of the Bid.

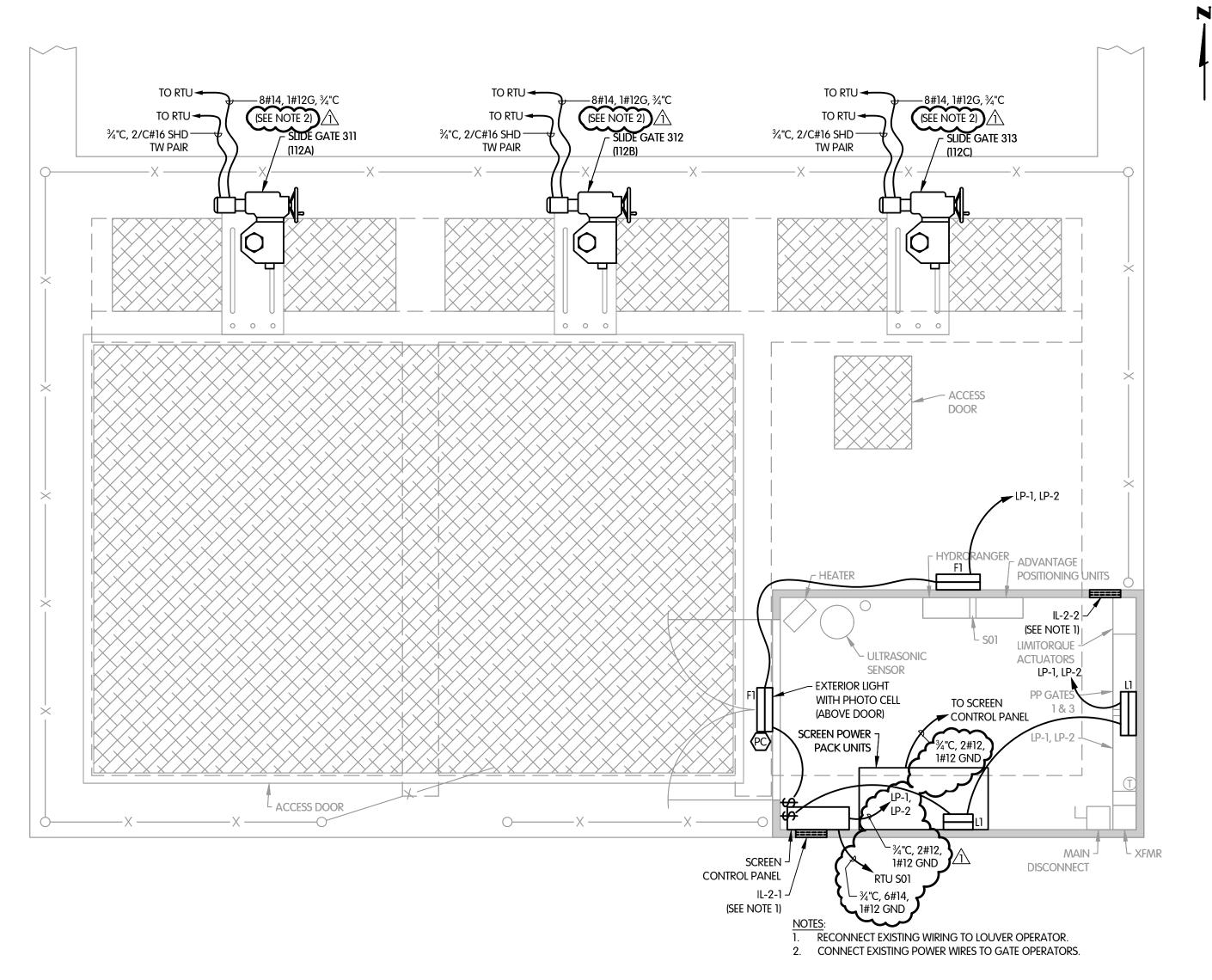
(Addendum 1, Issued August 19, 2024)

END OF SECTION

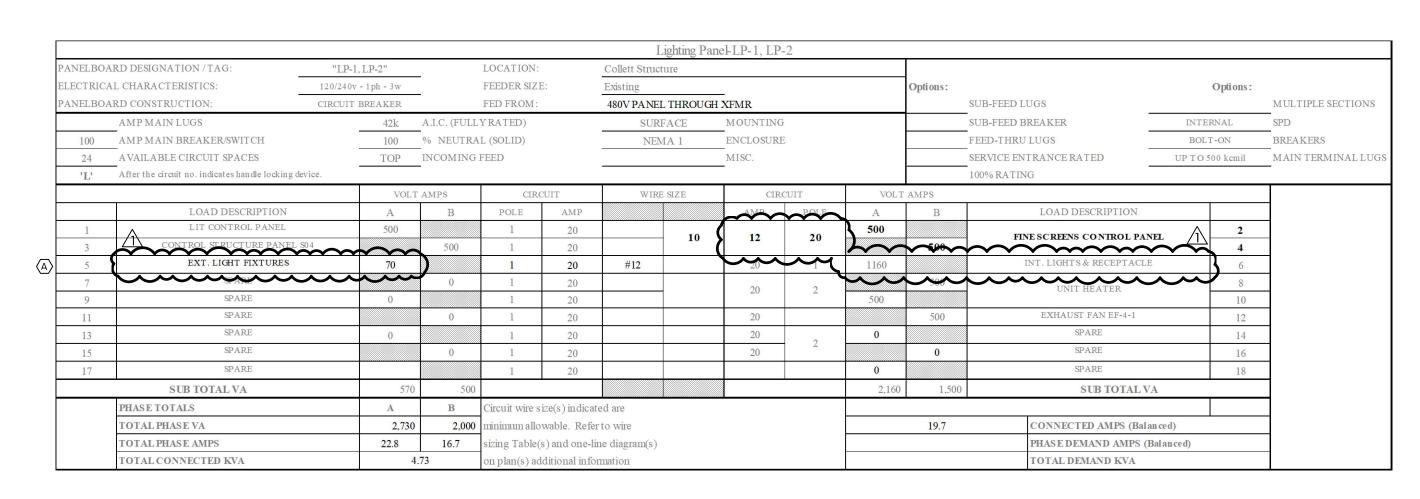
Addendum 1 – Issued for Bid Lima, OH River Structure Three-Phase Power, Cont	ract 58	002-8158.001 08/2024
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HEINDEL ST. CONTROL STRUCTURE PLAN %"=1'-0"



	LIGHT FIXTURE SCHEDULE (TYPICAL FOR ALL STRUCTURES)						
TYPE	TYPE DESCRIPTION CATALOG MANUFACTURER LOCATION LUMENS						
FI	DSXW1 LED WITH (2) 10 LEDs, TYPE T2S OPTIC, 4000K WITH HOUSE- SIDE SHIELDS	DSXWI LED 20C 530 40K T2S	LITHONIA LIGHTING	EXTERIOR	3377	35	
LI	THW LED, ALO PERFORMANCE PACKAGE, 4000K CCT, TYPE 3 MEDIUM	TWH LED ALO 40K T3M	lithonia lighting	INTERIOR	3819	78	
					•		

 HEINDEL ST. C

Heindel St. C

Subanium in thinking after issued for bid by a date in south of the part of the part

www.JHeng.com

JOB NO. 2-8158.001

SCALE 3/8"=1'-0"

THIS LINE SCALES I" WHEN PLOTTED TO NOTED SCALE

DRAWN

AUGUST 2024

RGW

SHEET NO.

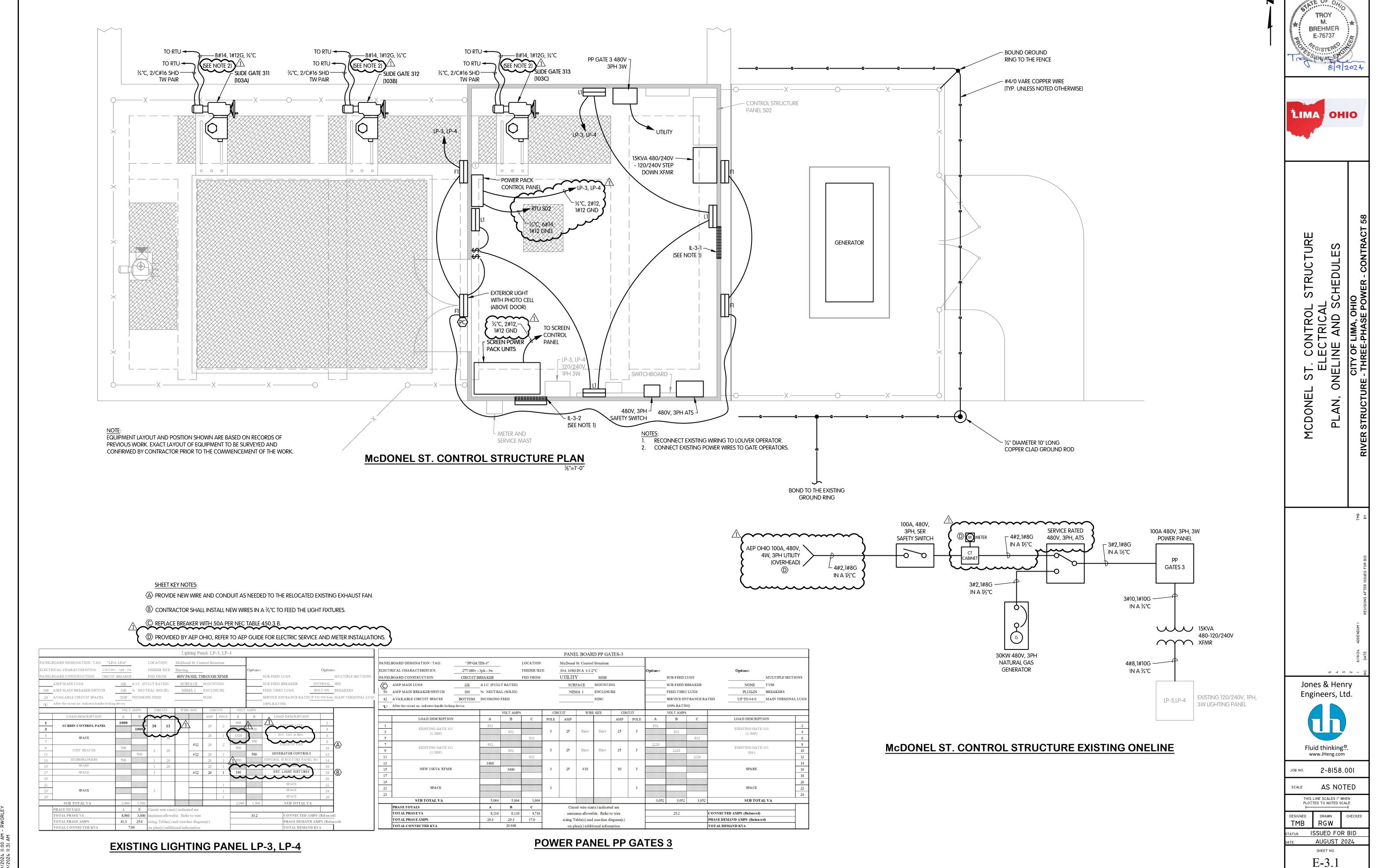
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DESIGNED

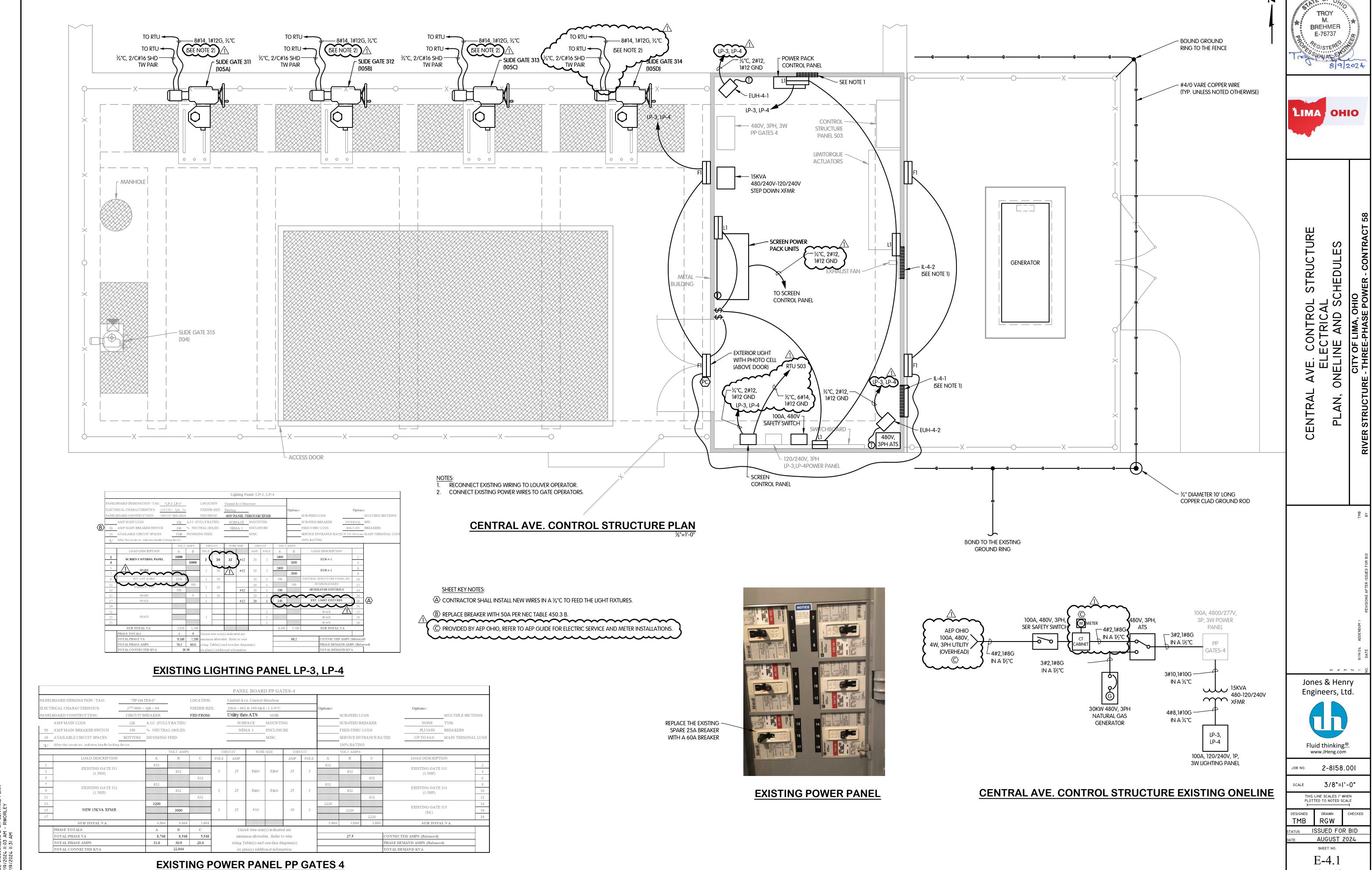
LIMA OHIO

STRUCTURE



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