



HENEGHAN AND ASSOCIATES, P.C.

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Addendum No. 1

Northeast Marion Water Company
Phase VI Water Main Extensions

H&A File No. 00820-4010
September 15, 2022

The Contract Documents prepared by Heneghan & Associates, P.C. for the Northeast Marion County Water Company Phase VI dated July 2022, are hereby amended or clarified as follows:

PROJECT SPECIFICATIONS

Changes/additions/clarifications to the project specifications are as listed below:

Bids may be delivered to the water company office at 4214 Tonti Road, Salem, IL 62881 or if mailed shall be mailed to P.O. Box 1267, Salem, IL 62881.

Bid Form: A REVISED BID FORM is included with the addendum, only bids submitted on this REVISED BID FORM will be accepted.

Line Item 1: 4" PVC Pipe, CL 160, SDR 26 quantity revised from 42,215 to 40,515
Line Item 2: 3" PVC Pipe, CL 160, SDR 26 quantity revised from 3,360 to 3,240
Line Item 19: 5/8" x 3/4" Service Connection w/Pressure Regulator quantity revised from 28 to 29

EJCDC C-700: Per the struck through article 20.01 of EJCDC C-700 within the specifications, State Prevailing Wage Rates are **not** required for this project. Discussion of this is included in the pre-bid meeting minutes.

PROJECT DRAWINGS

Changes/additions/clarifications to the project drawings are as listed below:

Sheet 12: One additional meter shall be added to the Jeffrey Michael Hackmann and Lisa Marie Hackmann property (easement NEMC-PH VI-CL-26).

■ 800 Broadway, Suite 3
Mt. Vernon, IL 62864
(P) 618-533-6525
(F) 618-533-6652

□ 310A Vision Drive
Columbia, IL 62236
(P) 618-281-8133
(F) 618-281-8290

□ 1004 State Highway 16
Jerseyville, IL 62052
(P) 618-498-6418
(F) 618-498-6410

□ 1929 Richardson Road
Arnold, MO 63010
(P) 636-464-3610
(F) 636-464-2059

“DEDICATING OUR SERVICES TO STRENGTHEN CLIENT TRUST”

GENERAL

Attached is the Pre-Bid meeting Minutes and attendance list from the Pre-Bid meeting held September 13, 2022, 2:00 PM at 4214 Tonti Road, Salem, IL 62881. The Minutes are made a part of this Addendum, and the items stated in the Minutes shall be followed.

End of Addendum.

Lindsey L. Bowlin, P.E., Project Manager
Heneghan & Associates

BID FORM FOR CONSTRUCTION CONTRACT – REVISED PER ADDENDUM #1

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, and the General Conditions, ~~and the Supplementary Conditions.~~

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Keith Ritter, President

Northeast Marion County Water Company

4214 Tonti Road, P.O. Box 1267, Salem, IL, 62881

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;
- 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 Sections, Article 1, 2, 3, 8.01, 8.03, 8.04 with supporting data; ~~and~~
- G. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the ~~Supplementary~~General Conditions of the Construction Contract (EJCDC C-800);**
- H. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
- I. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

~~J.—[List other documents and edit above as pertinent].~~

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices: REVISED PER ADDENDUM #1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	4" PVC Pipe, CL 160, SDR 26	LF	40515		\$
2	3" PVC Pipe, CL 160, SDR 26	LF	3240		\$
3	4" Gate Valve with Box	EACH	16		\$
4	3" Gate Valve with Box	EACH	2		\$
5	Bore 4" Water Main	LF	1390		\$
6	Bore 3" Water Main	LF	100		\$
7	4" Restrained Joint PVC, CL 200, SDR 21	LF	1700		\$
8	3" Restrained Joint PVC, CL 250, SDR 17	LF	120		\$
9	4" D.I. Pipe with Hydrocarbon Resistant Gaskets	LF	250		\$
10	Bore & Jack 10" Steel Casing Pipe	LF	120		\$
11	2-1/4" Flushing Hydrant	EACH	16		\$
12	Remove Existing Flushing Hydrant	EACH	3		\$
13	6" x 4" Tapping Sleeve with 4" Gate Valve with Box	EACH	4		\$
14	4" x 4" Tapping Sleeve with 4" Gate Valve with Box	EACH	5		\$
15	4" x 3" Tapping Sleeve with 3" Gate Valve with Box	EACH	2		\$
16	Connect to 4" Gate Valve	EACH	3		\$
17	Granular Backfill for 4" Water Main	LF	270		\$
18	Granular Backfill for 3" Water Main	LF	30		\$
19	5/8" x 3/4" Service Connection w/Pressure Regulator	EACH	29		\$
20	1" P.E. Service Line	LF	530		\$
21	Boring Service Line	LF	260		\$
22	Rock Excavation	CU YD	25		\$
23	10" PVC Casing Pipe, CL 160, SDR 26	LF	135		\$

24	Bore 10" Restrained-Joint PVC Casing Pipe, CL 160, SDR 26	LF	80		\$
25	Field Drain Repair	EACH	5		\$
26	Valve Marker	EACH	29		\$
27	Unsuitable Backfill Material	LF	500		\$
28	Bacteriological Sampling	EACH	20		\$
29	NPDES Permit, Erosion Control, and Inspection	LS	1		\$
Total of All Unit Price Bid Items					\$

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 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.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *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.

5.03 *Receipt of Addenda*

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

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 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.**
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the SupplementaryGeneral Conditions, with respect to the Technical Data in such reports and drawings.
 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 SupplementaryGeneral 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 SupplementaryGeneral 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.

EJCDC® C-410, Bid Form for Construction Contract.

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

6.02 *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) _____

Northeast Marion County Water Company
Phase VI Water Main Extensions
Pre-Bid Meeting Agenda Minutes
Tuesday, September 13, 2022, 2:00 P.M.
4214 Tonti Road, Salem, IL 62881

1. Introduce:
 - A. Heneghan & Associates' Representatives
 - B. Northeast Marion County Water Company (NEMCWC) Representatives
 - C. *Beth Furlong - Furlong Excavating*
2. Please sign the Attendance Sheet.
3. Bid Opening: **Tuesday, October 4, 2022, @ 2:00 pm**
Northeast Marion County Water Company, 4214 Tonti Road, Salem, IL 62881
Mail bids to P.O. Box 1267, Salem, IL 62881
 - A. Addendum must be acknowledged (Addendum will be faxed and mailed by end of day Friday, *September 30, 2022*). Items listed as of today on addendum will be discussed later.
 - B. 5% Bid Bond.
 - C. Northeast Marion County Water Company is tax exempt.
 - D. Hold bid prices for 90 days.
 - E. Engineer's estimate is \$840,000.00
4. If the Bids are acceptable, a recommendation will be given to NEMCWC. If accepted, the Contract will be tentatively awarded at the NEMCWC's October 6, 2022 regular board meeting, after concurrence from Rural Development at which time the CONTRACTOR would be sent a Notice of Award. The CONTRACTOR will then have two weeks to execute the necessary paperwork and bonding requirements. The Notice to Proceed would be issued around November 25, 2022, with a construction start date of approximately December 1, 2022. Based on the schedule above, the substantial completion date will be approximately June 1, 2023 (180 days from the Notice to Proceed).
5. Submit pay request(s) seven (7) days prior to monthly Board meeting (1st Thursday of each month) to Engineer. See Article 15 (page 61 of 80) of the "Standard General Conditions of the Construction Contract" for further information regarding progress pay requests.
6. Items in specifications to be aware of that are specific to this project or different/changed from Heneghan & Associates' typical rural water specifications (listed by section number, in technical provisions of project specifications):
 - 11.04 Water used by the Contractor to fill, test, and flush water lines and service connections will be billed at \$5.50 per thousand gallons used. Unless actually metered, this will be charged to the CONTRACTOR at ten times the entire pipeline volume, plus leaks and line breaks, during construction subsequent warranty period.
 - 11.06 CONTRACTOR's attention is drawn to the local roadway and highway permits included in the specifications. Also see Sec 11.12 COORDINATION WITH LOCAL ROADWAY OFFICIALS.
 - 11.06 Easements will be available to be viewed at the Heneghan and Associates office. Easements may also be viewed following the pre bid meeting.

The plans indicate a signed easement by a “★” symbol next to the landowner’s name. The plans do not necessarily indicate every signed easement as the OWNER will continue to obtain signed easements during the bidding and loan closing phase of the project. If the OWNER obtains a private easement, the CONTRACTOR must use the private easement.

- 11.10 Clean up is very important! Payment for clean up will be incidental to water main installation. The Owner will withhold 12% of the installed cost of all water main, items 1 and 2 until final clean up/seeding work is satisfactory. Cleanup retainage will be 12% until certificate of final completion is issued.
All debris including old fences, brush, stumps must be removed and disposed of off-site. Debris cannot be piled along side of the road. Disposal is to be continuous with land clearing operations.
No fences are to be cut unless absolutely necessary. If fences are referenced in an easement restriction, they may not be cut under any circumstance. All fences must be properly repaired.
- 11.21 An NPDES Permit for Construction Site Activities governs the erosion protection practices of this work (See Section 34 of Specifications). The CONTRACTOR shall familiarize himself with the SWPPP and the site.
- 31.01 All areas trenched between May 1 and December 31 must be cleaned up, final graded, and permanent seeded by May 21 of the following year. All areas trenched between January 1 and April 30 must be cleaned up, final graded, and permanent seeded by September 30 of the same year.
Total retainage is 10% of entire project as stated in the General conditions plus cleanup retainage (12%). Trench backfill across gravel drives and field entrances is required for full trench width/depth. Backfill for longitudinal installation along township roads is required within 2 ft of roadway edge. This backfill is a pay item.
- 41.07 Leak test is not allowed. RPR shall be present when pressure testing water main.
- 41.08 Flushing, pigging (2 pigs per line segment), and disinfection are all incidental to water main installation.
- 41.08.A Flushing operations must be coordinated with NEMCWC to minimize low pressure situations. During flushing operations a fire hose(s) or other method to prevent soil erosion is to be used to direct flush water to the nearest natural drainage ditch or waterway. Co-ordinate flushing and tie-ins/hot taps with system operator.
- 41.08B Bio-Penetrant is required on this project.
- 41.08.I An IEPA approved sampling plan has been included on Sheet 28 of the plan set. The Contractor must take Bac-T samples in accordance with this plan. Each Bac-T sampling pay item includes 2 passing samples taken 48 hours apart that may be checked by the OWNER. Results shall be provided to OWNER/ ENGINEER.
- 41.20 Casing spacers shall be used for full length of casing. End seals shall be pull on type, not tapered, or method approved by ENGINEER.
- 51.02.E All water main is to be installed within three days of stringing pipe.
- 51.08 A full length of pipe shall be used where PVC pipe connects to a fitting or appurtenances. Where a full length of pipe cannot be utilized for any reason, a joint restraint, approved by the OWNER/ENGINEER, shall be used at the next nearest joint to the fitting such that the length of restrained pipe is greater than or equal to twenty (20) feet.
- 51.09.05 All valve boxes shall be installed upon the valve with the use of a Valve Box Alignment Device (Gate Valve Adapter II for gate valves 4-12”) and this work shall be incidental to the price for gate valves with box.
- 51.09.21 The owner will furnish all 5/8”x3/4” residential meters. The Contractor will be responsible for installing all meters in the project. The owner will furnish and install the

MXUs associated with the meters for integration into the existing Advanced Metering Infrastructure (AMI) system.

7. Plan holders' list is available upon request. *Current list is available on haengr.com as well.*
8. Easements - NEMCWC has all the required easements necessary for the project. A portion of the project is located within Township and County ROW.
9. Users are continuously being added to this project. The number of users may increase as the project progresses.
10. Temporary construction sign required for Rural Development. Location to be determined by the owner. *The owner would like the sign to be placed at the water company office on the fence facing Tonti Road.*
11. The quantities on the bid form for 4" PVC Pipe, CL 160, SDR 26 (line item 1) and 3" PVC Pipe, CL 160, SDR 26 (line item 2) were incorrect and updated quantities for these items will be include in the revised bid form within Addendum No. 1.
12. Changes/Clarifications to the Plans and specifications currently include the following:
 - Plans:

Sheet 12: One additional meter shall be added to the Jeffrey Michael Hackmann and Lisa Marie Hackmann property (easement NEMC-PH VI-CL-26). The revised bid form included in Addendum No. 1 will include this change.
 - Specs:

51.09.02.1 Hydrant shoe and gate valve shall be 4-inch diameter for mains 4-inch and larger.

The IDNR EcoCAT review letter included in the specifications refers to sheet 17 Wilson Road. The EcoCAT indicates records for the state and federally listed species, Illinois Nature Preserves, Illinois Department of Natural Resources Lands, and Illinois Natural Areas Inventory Sites within the project vicinity, and the letter outlines all requirements and recommendations set forth by the IDNR for each of these.
13. Comments from HA:
14. Comments from NEMCWC:
 - *Keith asked if AIS is required. Lindsey responded yes that AIS is required per USDA.*
 - *A question was asked if prevailing wage rates were required. Lindsey responded that the General Conditions Article 20 indicate that prevailing wages are not required and Heneghan will specify via the meeting minutes in Addendum No. 1. The wage rates provided in the spec book are the current Marion County prevailing rates and are intended to representative of local rates however are not the wage rates required for this project.*
15. Comments/Questions from Contractors: