



HENEGHAN AND ASSOCIATES, P.C.

CIVIL ENGINEERS • LAND SURVEYORS

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Addendum No. 1

for

Greene County Rural Water District –Phase VI
Contract “J”

for Greene County Rural Water District
Greene County, Illinois

H&A File No. 00355-405 Contract “J”
June 29, 2018

The Contract Documents prepared by Heneghan & Associates, P.C. for the Greene County Rural Water District–Phase VI Contract “J” for the Greene County Rural Water District, dated June 2018, are hereby amended or clarified as follows:

PROJECT SPECIFICATIONS

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

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

Alternate Bid #1 is to replace 600 existing Phase I, II, and III meters with new meters, transmitters, and antennae as described and specified in the Alternate Bid.

Alternate Bid #2 is to replace all existing meters (approximately 1,088) and the Line Item 29 of the Base Bid with Hosted and Cellular AMR/AMI meter system and necessary equipment to be read remotely. Project should be equal to Badger’s Beacon system, Orion Transmitters, and HR-E LCD meters.

Agreement Between Owner and Contractor shall be replaced with revised Agreement (Attached) with completion dates changed.

Technical Provisions:

11.16 The CONTRACTOR shall notify Larry Conrad - Archaeologist a minimum one week before beginning installation of the water main toward Ruth Hazelwood property on plan sheet 11

□ 838 East McCord
Centralia, IL 62801
(P) 618-533-6525
(F) 618-533-6652

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

□ 5213D Mae Drive
Godfrey, IL 62035
(P) 618-466-8076
(F) 618-466-8078

□ 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”

PROJECT DRAWINGS


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

None.

GENERAL

Attached is the Pre-Bid meeting Agenda and attendance list from the Pre-Bid meeting held June 26, 2018, 10:00 am at the Greene County Rural Water District Office, Carrollton, Illinois. The Agenda are made a part of this Addendum, and the items stated in the Agenda shall be followed.

End of Addendum.


Seth W. Elliott, P.E., M.B.A.,
Project Manager

GCRWD Phase VI
Booster Pump Station Replacement – Contract “J”
Pre-Bid Meeting Minutes
Tuesday, June 26, 10:00 A.M.
Greene County Rural Water District Office Board Room

1. Introduce
 - A. Heneghan & Associates’ Representatives
 - B. GCRWD Representatives

2. Please sign the Attendance Sheet.

3. Bid Opening **Thursday, July 12, 2018 @ 2:00 pm**, Greene County Rural Water District Office, Board Room, Carrollton, Illinois
 - A. Addendum must be acknowledged (Addendum will be faxed and mailed by Friday June 29, 2018). Items listed as of today on addendum will be discussed later.
 - B. 5% Bid Bond.
 - C. Must use prevailing wage rates listed in the specifications.
 - D. GCRWD is tax exempt as a not for profit organization.
 - E. Hold bid prices for 90 days.
 - F. Engineer’s estimate for Phase VI is \$2,500,000.00

4. If the Bids are acceptable, a recommendation will be given to GCRWD. If accepted, the Contract will be tentatively awarded at GCRWD’s July 19, 2018, Regular monthly board meeting. RD concurrence on the Award would be expected within 1 week, 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 by approximately September 21, 2018, with a construction start date of approximately October 1, 2018. Based on the schedule above, the completion date will be September 30,2019.

5. Easements - GCRWD is in the process of acquiring the required easements necessary for the project. A portion of the project is located within Township, County, and State Highway ROW.

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 \$9.00 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 and subsequent warranty period.
 - 11.06 Contractor attention is drawn to the Highway permits provided 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. Contractor attention is drawn to the additional easement language that has been added to amend Section 11.06 in the Addendum.
- 11.10 Clean up is very important to GCRWD! 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, 2, 3, 7, 8, and 9, until final clean up/seeding work is satisfactory.
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.
- 11.14 This project cannot get an operating permit until the booster pump station (Contract K) is online. This contract is being bid at the same time as the booster pump station, which has a substantial completion date of June 28, 2019. Once the booster pump station is online, the following paragraph will go into effect..
- 11.21 An NPDES Permit for Construction Site Activities governs the erosion protection practices of this work. The Contractor shall familiarize himself with the NPDES Permit, associated 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%). Cleanup retainage will be 12% until certificate of final completion is issued. Rock backfill/road restoration - trench backfill across gravel drives and field entrances is incidental, and required for full trench width/depth. Backfill for longitudinal installation along township roads within 2 ft of roadway edge is pay item.
- 31.10 The price for rock excavation is set to a max of \$250.00/CY. The RPR is required to measure the volume for rock excavation. This shall remain uncovered or water main of the respective size will be paid. If an earth/rock type profile is encountered, then only the rock profile is paid in rock excavation unit price.
- 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), Bio-Penetrant, and disinfection are all incidental to water main installation.
- 41.08 2 passing Bacteriological samples shall be taken 48 hours apart. OWNER shall be present when both samples are taken. Samples shall be taken to an IEPA approved laboratory. Results shall be given to Owner and Engineer.
- 41.08.A Flushing operations must be coordinated with GCRWD to minimize low pressure situations. During flushing operations a fire hose(s) 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.
- 41.08.I An IEPA approved sampling plan has been included on Sheet 3 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.

- 51.08.A A full length of pipe shall be used where PVC pipe connects to a fitting or appurtenances that require blocking. Where a full length of pipe cannot be utilized for any reason, a UFR joint restraint, manufactured by The Ford Meter Box Company, Inc, 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 for gate valves 4-12") and this work shall be incidental to the price for gate valves with box.
- 51.09.07 A meter skin by Muncipal and Contractor Ceiling Products or equal shall be installed in a 30" meterpit over the top of the air release valve.
- 51.09.17 Casing spacers are required. Either end seals or a method approved by the OWNER shall be used to seal the end of the casing.
- 51.09.18 Service Connection Relocations are a separate pay item.

- 7. Submit pay request(s) seven (7) days prior to monthly Board meeting (Third Thursday of each month) to Engineer. After GCRWD approves, pay request submitted to RD. Once approved at RD typically less than or equal to 30 days, pay request paid by GCRWD (within 30 days).
- 8. Planholder's lists available upon request and online at haengr.com.
- 9. Changes/Clarifications to the Plans and specifications currently include the following:
Plans:

NONE

Specs:

- 11.06 The following paragraph shall replace the second paragraph of Section 11.06:

Some property owners have restrictive clauses in their easement regarding trees and shrubbery, fences, private utilities, width of easement, forcing construction in road right-of-way, etc. The CONTRACTOR shall comply with these restrictive clauses. It is entirely the CONTRACTOR'S responsibility to be aware of all restrictions and easements, and no increase in the contract price shall be allowed for any construction methods, landowner notifications, etc., necessary to comply with the restrictions. Note that an attempt has been made to show easements obtained and those with restrictions on the plan sheets. Restricted easements are indicated on the plan sheet with an "®". The CONTRACTOR shall refer to the individual easements for details regarding the restriction(s). The CONTRACTOR shall take whatever means necessary to assure themselves that they have the easements necessary to proceed with the work and that they are abiding by all listed restrictions. Neither the Owner, the Engineer, nor the District's Attorney makes any warranty that the easements and/or restrictions shown on the plan sheets are 100% accurate or inclusive. The information plotted on the drawings is for the RPR and CONTRACTOR'S use, but information so given is not to be construed as a representation that said easements/restrictions are 100% accurate or inclusive as plotted. The easements will be available for CONTRACTOR review at Greene County Rural Water District's office, as well as the Engineer's office.

51.02.E. All water main is to be installed within three days of stringing.

11.10 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.

Road Permits for various State, County, and Township Roads and Railroads are included in the Specifications and shall be followed.

10. Representatives of HA and GCRWD are available to review the water main route after the pre-bid meeting.

11. Comments from HA:

14. Comments from GCRWD representatives:

15. Comments/Questions from Contractor's:

Proposed Greene County Rural Water District Phase VI
Contract "J"
Greene County, Illinois

Pre-Bid Meeting – Tuesday June 26, 2018, 10:00 am
Greene County Rural Water District
323A 6th Street
Carrollton, IL 62016

Attendance List

Name	Company	Title
<u>Beth Wellcott</u>	<u>Heneghan and Associates, P.C.</u>	<u>Project Manager</u>
	<u>Heneghan and Associates, P.C.</u>	<u>Project Engineer</u>
<u>Charlie Rives</u>	<u>Greene County Rural Water</u>	<u>Operator</u>
<u>Menny Waple</u>	<u>H+A</u>	<u>Engineering Tech.</u>

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Greene County Rural Water District (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Greene County Rural Water - Phase VI Contract J Install approximately 240,800 lineal feet of 4” PVC water main, 98,130 lineal feet of 6” PVC water main, and related appurtenances.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Heneghan and Associates, P.C.

3.02 The Owner has retained Heneghan and Associates, P.C. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before September 30, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 31, 2020.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$800.00 or actual damages whichever is greater for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$800.00 or actual damages whichever is greater for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$800.00 or actual damages whichever is greater for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

[Deleted]

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **third Thursday** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage); If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long

as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor 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 General 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 General Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor 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.

- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to [redacted], inclusive).
 - 2. Performance bond (pages [redacted] to [redacted], inclusive).
 - 3. Payment bond (pages [redacted] to [redacted], inclusive).
 - 4. Other bonds.
 - a. [redacted] (pages [redacted] to [redacted], inclusive).
 - 5. General Conditions (pages [redacted] to [redacted], inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of [redacted] sheets with each sheet bearing the following general title: [redacted] [or] the Drawings listed on the attached sheet index.
 - 8. Addenda (numbers [redacted] to [redacted], inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [redacted] to [redacted], inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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 execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

BID FORM

**Greene County Rural Water District
Greene County Rural Water - Phase VI
00355-405**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***David Longmeyer, Chairman
Greene County Rural Water District
323A 6th Street, Carrollton, IL, 62016***

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:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- 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 any thing 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 execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

PROJECT: GCRWD Phase VI Contract "J"

H&A FILE NO.: 00355-405

REVISED BID FORM

ITEMS - BASE BID "A"		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
1	4" PVC Pipe, CL 160, SDR 26	166,885	L.F.	\$	\$
2	4" PVC Pipe, CL 200, SDR 21	72,790	L.F.	\$	\$
3	4" Restrained-Joint PVC, CL 200	6,175	LF	\$	\$
4	4" Restrained-Joint PVC, CL 200 within Casing Pipe	1,200	L.F.	\$	\$
5	4" Restrained-Joint PVC, CL 200 - Bores	1,940	L.F.	\$	\$
6	Bore 4" Water Main	1,510	L.F.	\$	\$
7	6" PVC Pipe, CL 160, SDR 26	57,500	L.F.	\$	\$
8	6" PVC Pipe, CL 200, SDR 21	33,810	L.F.	\$	\$
9	6" Restrained-Joint PVC, CL 200	280	LF	\$	\$
10	6" Restrained-Joint PVC, CL 200, within Casing Pipe	1,040	L.F.	\$	\$
11	6" Restrained-Joint PVC, CL 200 - Bores	880	L.F.	\$	\$
12	Bore 6" Water Main	740	L.F.	\$	\$
13	8" PVC Pipe, CL 160, SDR 26 - Septic Encasement	20	L.F.	\$	\$
14	12" PVC Pipe, CL 160, SDR 26 - Septic Encasement	20	L.F.	\$	\$
15	Directional Bore 8" Steel Casing RR	250	LF	\$	\$
16	Bore & Jack 16" Steel Casing Pipe	120	L.F.	\$	\$
17	Bore 8" Steel Casing (Roads)	660	LF	\$	\$
18	Bore 12" Steel Casing (Roads)	640	LF	\$	\$
19	4" x 4" Tapping Sleeve with 4" Gate Valve with Box	5	Each	\$	\$

ITEMS - BASE BID "A"		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
20	6" x 6" Tapping Sleeve with 6" Gate Valve with Box	4	Each	\$	\$
21	4" Gate Valve with Box	39	Each	\$	\$
22	6" Gate Valve with Box	20	Each	\$	\$
23	Creek Crossing Meter and Valve Set - 4"	3	Each	\$	\$
24	2-1/4" Flushing Hydrant with Gate Valve with Box	17	Each	\$	\$
25	Auto Flusher	3	EACH	\$	\$
26	Sample Stations	4	EACH	\$	\$
27	Drainage Ditch Crossing - Set Up	27	Each	\$	\$
28	Combination Air Release Valve	7	Each	\$	\$
29	5/8" x 3/4" Service Connection w/Pressure Regulator	100	Each	\$	\$
30	1" P.E. Service Line	4,270	L.F.	\$	\$
31	2" P.E Service Line	2,900	LF	\$	\$
32	Boring Service Line	2,600	L.F.	\$	\$
33	Drain Tile Repair	75	Each	\$	\$
34	Rock Excavation (\$250/CY Max.)	300	Cu Yd	\$	\$
35	Unsuitable Backfill Material	1,000	L.F.	\$	\$
36	Compacted Rock Backfill	5,000	L.F.	\$	\$
37	Service Connection Relocation	1	Each	\$	\$
38	Temprary Seeding and Mulch	93,218	EACH	\$	\$
39	Dirt Berm	6	Each	\$	\$

ITEMS - BASE BID "A"		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
40	Bacteriological Sampling	71	Each	\$	\$
41	Dir. Bore 360 L.F. 6" RJ CL200 (DB-6-5-1)	1	LS	\$	\$
42	Dir. Bore 200 L.F. 4" RJ CL200 (DB-6-7-1)	1	LS	\$	\$
43	Dir. Bore 200 L.F. 6" RJ CL200 (DB-6-7-2)	1	LS	\$	\$
44	Dir. Bore 120 L.F. 6" RJ CL200 (DB-6-7-3)	1	LS	\$	\$
45	Dir. Bore 160 L.F. 4" RJ CL250 (DB-6-10-1)	1	LS	\$	\$
46	Dir. Bore 180 L.F. 4" RJ CL250 (DB-6-10-2)	1	LS	\$	\$
47	Dir. Bore 160 L.F. 4" RJ CL200 (DB-6-10-3)	1	LS	\$	\$
48	Dir. Bore 60 L.F. 4" RJ CL200 (DB-6-10-4)	1	LS	\$	\$
49	Dir. Bore 100 L.F. 4" RJ CL250 (DB-6-11-1)	1	LS	\$	\$
50	Dir. Bore 100 L.F. 4" RJ CL200 (DB-6-14-1)	1	LS	\$	\$
51	Dir. Bore 60 L.F. 6" RJ CL200 (DB-6-14B-2)	1	LS	\$	\$
52	Dir. Bore 200 L.F. 4" RJ CL200 (DB-6-15-1)	1	LS	\$	\$
53	Dir. Bore 80 L.F. 4" RJ CL200 (DB-6-17-1)	1	LS	\$	\$
54	Dir. Bore 160 L.F. 4" RJ CL200 (DB-6-18-1)	1	LS	\$	\$
55	Dir. Bore 180 L.F. 4" RJ CL250 (DB-6-18-2)	1	LS	\$	\$
56	Dir. Bore 140 L.F. 4" RJ CL250 (DB-6-18-3)	1	LS	\$	\$
57	Dir. Bore 100 L.F. 4" RJ CL200 (DB-6-18-4)	1	LS	\$	\$
58	Dir. Bore 80 L.F. 4" RJ CL200 (DB-6-20-1)	1	LS	\$	\$
59	Dir. Bore 100 L.F. 6" RJ CL200 (DB-6-21-1)	1	LS	\$	\$

ITEMS - BASE BID "A"		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
60	Dir. Bore 80 L.F. 6" RJ CL200 (DB-6-21-2)	1	LS	\$	\$
61	Dir. Bore 80 L.F. 6" RJ CL200 (DB-6-21-3)	1	LS	\$	\$
62	Dir. Bore 80 L.F. 6" RJ CL200 (DB-6-22-1)	1	LS	\$	\$
63	Dir. Bore 100 L.F. 6" RJ CL200 (DB-6-23-1)	1	LS	\$	\$
64	Dir. Bore 360 L.F. 6" RJ CL200 (DB-6-23-2)	1	LS	\$	\$
65	Dir. Bore 160 L.F. 6" RJ CL200 (DB-6-23-3)	1	LS	\$	\$
66	Dir. Bore 360 L.F. 6" RJ CL200 (DB-6-23-4)	1	LS	\$	\$
67	Dir. Bore 160 L.F. 6" RJ CL200 (DB-6-25-1)	1	LS	\$	\$
68	Dir. Bore 160 L.F. 4" RJ CL200 (DB-6-25A-1)	1	LS	\$	\$
69	Dir. Bore 260 L.F. 4" RJ CL200 (DB-6-27-1)	1	LS	\$	\$
70	Dir. Bore 160 L.F. 4" RJ CL200 (DB-6-27-2)	1	LS	\$	\$
71	Dir. Bore 200 L.F. 4" RJ CL200 (DB-6-27-3)	1	LS	\$	\$
72	Dir. Bore 140 L.F. 6" RJ CL200 (DB-6-28A-1)	1	LS	\$	\$
73	Dir. Bore 80 L.F. 4" RJ CL200 (DB-6-28A-3)	1	LS	\$	\$
74	Dir. Bore 240 L.F. 4" RJ CL200 (DB-6-28A-2)	1	LS	\$	\$
75	Dir. Bore 160 L.F. 6" RJ CL200 (DB-6-30-1)	1	LS	\$	\$
76	Dir. Bore 180 L.F. 6" RJ CL200 (DB-6-31-1)	1	LS	\$	\$
77	Dir. Bore 100 L.F. 4" RJ CL200 (DB-6-31-1)	1	LS	\$	\$
78	Dir. Bore 200 L.F. 6" RJ CL200 (DB-6-32-1)	1	LS	\$	\$
79	Dir. Bore 750 L.F. 2" PE Service	1	LS	\$	\$

TOTAL BASE BID "A" AMOUNT		
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Dollars

(In Words)

ALTERNATE # 1:

The CONTRACTOR shall provide a unit bid price to replace the OWNER's existing (Phase I and II) service meters. Included in this unit price will be the modification or replacement of the meter box lid. If the CONTRACTOR chooses to replace the meter box lids they shall be replaced with a lid equal to the one in these specifications and shall be approved by the ENGINEER. The Alternate #1 bid provided by the CONTRACTOR will be in addition to the Base Bid if Alternate #1 is chosen.

ITEMS - ALTERNATE BID #1		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
A1-1	Replace Phase I and II Residential Meters	600	Each	\$	\$
TOTAL ALTERNATE #1 BID AMOUNT					

Dollars

(In Words)

ALTERNATE # 2:

The CONTRACTOR shall provide a unit bid price to replace all the OWNER's existing meters (approximately 1,088) Item As-1 and the Line Item 29 of the Base Bid A2-2 with Hosted and Cellular AMR/AMI meter system and necessary equipment to be read remotely. Project should be equal to Badger's Beacon system, Orion Transmitters, and HR-E LCD meters. Included in this unit price will be the modification or replacement of the meter box lid. If the CONTRACTOR chooses to replace the meter box lids they shall be replaced with a lid equal to the one in these specifications and shall be approved by the ENGINEER. The Alternate #2 bid provided by the CONTRACTOR will be in addition to the Base Bid, less Line Item 29, if Alternate #2 is chosen.

ITEMS - ALTERNATE BID #2		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
A2-1	Replace Existing Residential Meters with Cellular Read Meters	1,088	Each	\$	\$
A2-2	5/8" x 3/4" Service Connection w/Pressure Regulator	100	Each	\$	\$
TOTAL ALTERNATE #2 BID AMOUNT					

Dollars

(In Words)

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.

6.03 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; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Required Bidder Qualification Statement with supporting data; and Qualification Statement (Items 1 thru 4 and item 11 with Schedules A and B only)
- D. If bid amount exceeds \$10,000, signed Compliance Statement (RD400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
- E. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);
- F. If Bid amount exceeds \$100,000, signed RD Instructions 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.
- G. Non-collusion Affidavit of Prime Bidder

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:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)