



MEMORANDUM – ADDENDUM NO. 1

To: Interested Vendors
From: Cindy Clack
Date: 08/28/2025
Re: RFB2026-03 Northwest Elevated Water Storage Tank -- Addendum No 1 (13 Pages with attachment)

Please see below for questions/answers that have been received to date. **Also attached is a REVISED PROPOSAL FORM (12 PAGES). Use the form attached when submitting your bid.**

General Information:

1. Attached is a revised Section III Proposal section to be used when bidding. Note the addition of section 8.5.

Change to Documents:

Change:

Section V, Section 4B:

Time Is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and the County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **five hundred dollars and 00/100 (\$500.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.

To:

Section V, Section 4B:

Time Is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and the County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **one thousand dollars and 00/100 (\$1,000.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.

Questions/Answers:

Q1. *The soils report lists Auger Cast Piles as the foundation recommendation. However, we believe this site is a good candidate for ground improvements. Would rammed aggregate piers be acceptable?*

A1. Ground improvement with compacted aggregate piers could also be a viable option for this tank. Contractor may submit an aggregate pier design package for review with the bid. If approved, the Contractor shall include a confirmatory modulus test in the area of Boring B-03.

furnished by the OWNER or included in these Documents. Failure by the CONTRACTOR to acquaint himself with the physical conditions of the site and all available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

- 1.5 The Bidder warrants that as a result of his examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of the OWNER. The OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of the Agreement, unless (1) such representations are expressly stated in the Agreement Form, and (2) the Agreement Form expressly provides that the responsibility therefore is assumed by the OWNER.
- 1.6 Bidder shall include the following additional documents and information with this Bid Form:
 - 1.6.1 Bid Security
 - 1.6.2 Bidder's Certification of License Number on the outside of envelope containing this Bid Form.

2. CONTRACT EXECUTION AND BONDS

- 2.1 The Contractor grants to the OWNER the exclusive right and option to accept its bid, upon the terms and conditions provided for in the Bidding Documents. The Contractor shall be obligated to hold its bid open for sixty (60) days from the date of the submittal of its bid. The OWNER may exercise its right to accept the bid at any time during this sixty (60) day period.
- 2.2 All bidders are required to execute the Construction Agreement included in this bid package to indicate the bidder's willingness to comply with all terms of the Agreement and to submit the executed Agreement with the bid. Upon award of the Project to the winning bidder, the County will execute the Agreement. There will be no re-negotiation of terms of the Agreement. Please be advised that the bidder's execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement.

The Bidder will, within 5 days from receiving Notice of Award, deliver to the OWNER the Performance Bond, Payment Bond, and Certificate(s) of Insurance, required herein, and will, to the extent of his bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Bidding and Contract Documents.

3. CERTIFICATES OF INSURANCE

- 3.1 The Successful Bidder agrees to furnish the OWNER, within 5 days from receiving Notice of Award, both the Certificate of Insurance required herein and the insurance company's own Certificate of Insurance.
- 3.2 The Successful Bidder further agrees that the total bid amount stated herein includes specific consideration for the insurance coverages, including contractual liability, specified in the Bidding and Contract Documents.

4. START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

4.1 The Successful Bidder further agrees to promptly mobilize and begin work within 15 days from the Contract start date specified in the OWNER'S Notice to Proceed, and to be substantially complete, as defined in the General Conditions, within **360** days from the Contract start date specified in the OWNER'S Notice to Proceed. All work tasks of the total project shall be complete in all respects within **390** days from the date specified in the OWNER'S Notice to Proceed.

5. ADDENDA

5.1 The Bidder hereby acknowledges that he has received Addenda No's __, __ __, __ __ __ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Bidding and Contract Documents, and the Bidder further agrees that his Bid Form includes all impacts resulting from said addenda.

6. SALES AND USE TAXES

6.1 The Bidder agrees that all sales and use taxes, if applicable, are included in the stated bid prices for the work.

7. BASIS OF AWARD

7.1 Award of Contract will be made in accordance with Paragraph 16 (Award of Contract) of the INSTRUCTIONS TO BIDDERS.

8. TOTAL BID AMOUNT

8.1 The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Bidding and Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved for each. The Bidder agrees that the unit prices represent a true measure of all labor and materials required to perform the work, including all allowances for overhead, profit, bond cost and any and all other costs associated with the work for each type and unit of work called for in these Bidding and Contract Documents. The unit price amounts shall be shown in both words and figures. In case of a discrepancy, the amounts shown in words shall govern.

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8.2 UNIT PRICE

Bid Item

<u>No.</u>	<u>Bid Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total Amount</u>
1	750,000 Gallon Elevated Water Storage Tank	1	LS	\$_____	_____ Dollars
2	Reservoir Hydrodynamic Mixing System	1	LS	\$_____	_____ Dollars
3	Stormwater/Erosion Control Monitoring Program	1	LS	\$_____	_____ Dollars
4	Rock Outlet Temp. Sediment Trap (Sd4-C)	1	EA	\$_____	_____ Dollars
5	Rip Rap Spreader Berms	2	EA	\$_____	_____ Dollars
6	Silt Fence Type 'S' (Sd1)	500	LF	\$_____	_____ Dollars
7	Orange Barrier Fence	220	LF	\$_____	_____ Dollars
8	Erosion Control Matting	100	SY	\$_____	_____ Dollars
9	Rip Rap, Type 3	15	SY	\$_____	_____ Dollars

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<u>Bid Item No.</u>	<u>Bid Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total Amount</u>
10	Fire Hydrant Assembly - Complete	1	EA	\$ _____	_____ Dollars
11	10" Diameter DIP, Class 350 Water Main	100	LF	\$ _____	_____ Dollars
12	12" Diameter DIP, Class 350 Water Main	175	LF	\$ _____	_____ Dollars
13	Gate Valves, 10" Diameter	1	EA	\$ _____	_____ Dollars
14	Tapping Sleeve & Valve, 12"x12"	1	EA	\$ _____	_____ Dollars
15	Altitude Valve Assembly Vault	1	EA	\$ _____	_____ Dollars
16	Check Valve Assembly Vault	1	EA	\$ _____	_____ Dollars
17	Asphalt Pavement Resurfacing	1,040	SY	\$ _____	_____ Dollars
18	Geotechnical Allowance	1	LS	\$ _____	_____ Dollars

NOTE: All labor, material and equipment required to complete the work as shown on the plans but not specifically itemized in the above bid items but shown or called out on the plans shall be included in the price.

BASE BID: TOTAL OF EXTENDED AMOUNT FOR UNIT PRICES FOR BID ITEMS 1-18:

_____ Dollars

and _____ Cents \$ _____

(Amount written in words has precedence)

8.3 Bidder acknowledges that the unit prices have been computed in accordance with the General Conditions. Bidder further acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in Bidding and Contract Documents.

8.4 Total Bid Summary:

8.4.1 TOTAL BASE BID AMOUNT: \$ _____
(including bond premium)

8.5 The undersigned Bidder acknowledges and accepts the Contract Time requirements as outlined in the Contract Documents. The Bidder understands that, if awarded the contract, the official Notice to Proceed will establish the exact dates for Substantial Completion and Final Completion.

This acknowledgment shall be considered a binding part of the Bidder's proposal and, if awarded the contract, of the executed agreement.

Contract Times		
Bidder agrees to reach Substantial Completion in	360	days
Bidder agrees to reach Final Completion in	390	days

Company Name: _____

Authorized Representative: _____

Title: _____

Date: _____

Signature: _____

9. **EXPERIENCE OF BIDDER**

9.1 The Bidder submits the following list of at least five clients for whom projects involving similar construction have been performed within the past 5 years. Verify Client Contact is a current and Contact Email is valid. References will be contacted two (2) times and will be deemed non-responsive if no answer.

1) Name of Client (Owner and Contact) _____

Email Address _____ Telephone Number _____

Street _____

City _____ State _____ Zip _____

Project Name _____

Date Completed _____ Total Contract Amount _____

2) Name of Client (Owner and Contact) _____

Email Address _____ Telephone Number _____

Street _____

City _____ State _____ Zip _____

Project Name _____

Date Completed _____ Total Contract Amount _____

3) Name of Client (Owner and Contact) _____

Email Address _____ Telephone Number _____

Street _____

City _____ State _____ Zip _____

Project Name _____

Date Completed _____ Total Contract Amount _____

4) Name of Client (Owner and Contact) _____

Email Address _____ Telephone Number _____

Street _____

City _____ State _____ Zip _____

Project Name _____

Date Completed _____ Total Contract Amount _____

5) Name of Client (Owner and Contact) _____

Email Address _____ Telephone Number _____

Street _____

City _____ State _____ Zip _____

Project Name _____

Date Completed _____ Total Contract Amount _____

10. **PERFORMANCE OF WORK BY CONTRACTOR**

10.1 The Bidder shall perform at least 50 percent of the work with his own forces.

11. **SUBCONTRACTORS**

11.1 The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Name _____

Type of Work _____

Street _____

City _____ State _____ Zip _____

Name _____

Type of Work _____

Street _____

City _____ State _____ Zip _____

Name _____

Type of Work _____

Street _____

City _____ State _____ Zip _____

12. SURETY

12.1 If the Bidder is awarded a construction Contract, the Surety who provides the Performance Bond and Payment Bond will be:

_____ whose address is
Street _____
City _____ State _____ Zip _____

13. BIDDER

13.1 The name of the Bidder submitting this Bid Form is

_____ doing business at
Street _____
City _____ State _____ Zip _____

which is the address to which all communications concerned with this Bid Form and with the Agreement Form shall be sent.

13.2 The names of the principal officers of the corporation submitting this Bid Form, or of the partnership, or of all persons interested in this Bid Form as principals are as follows:

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If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2025.

Signature of Bidder

Title

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If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2025.

(SEAL)

Name of Corporation

By

Title

Attest

Secretary

End of Section

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