

ADDENDUM NO. 001

EXTENSION OF BID OPENING DATE AND LENGTH OF PROJECT

FOR
THE REPLACEMENT OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM
AT THE FRENCH CREEK WASTEWATER TREATMENT PLANT
FOR THE
CITY OF NORTH RIDGEVILLE

Submitted by: Corey Timko, Superintendent of French Creek WWTP
on October 27, 2016.

To: The City of North Ridgeville

The matter of discussion noted therein, as well as the responses noted thereafter, shall become a part of the contract and shall supersede anything called for previously in the INVITATION TO BID, LEGAL NOTICE, PROPOSAL and BID FORM and the CONTRACT with change under ARTICLE 4. In addition to information included as a result of the mandatory pre-bid meeting, this addendum may also include additional changes to the specifications. This addendum shall be a part of the attached to the specifications.

Having read and examined the Contract Documents, including but not limited to the Plans and Specifications for the Project entitled:

**THE REPLACEMENT OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC)
SYSTEM AT THE FRENCH CREEK WASTEWATER TREATMENT PLANT
FOR THE CITY OF NORTH RIDGEVILLE**

Prepared by the City of North Ridgeville, French Creek Wastewater Treatment Plant Superintendent/ Assistant Superintendent/Engineering Staff for the performance and construction of the Project and having also received, read, and taken into account all Addenda, being:

Addendum No. 001 Date: 10/27/16 -Extension of Bid Opening date changed from November 2, 2016 at 10:00AM to November 16, 2016 at 10:00AM.

Date: 10/27/16 -Length of project to be extended from 90 days to 180 days.

Index to Addendum No. 001

1. Specification Changes

1. Specification Changes

1. Replace Invitation to Bid
2. Replace Legal Notice
3. Replace Proposal and Bid Form
4. Replace Contract Article 4 – Length of work to be performed.

INVITATION TO BID

Sealed bids will be received at the Office of the Mayor, G. David Gillock for the City of North Ridgeville, 7307 Avon Belden Road, North Ridgeville, OH 44039 until 10:00 AM on November 16, 2016 and will be opened and read immediately thereafter for:

REPLACEMENT OF THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM

Specifications, plans, and bidding documents will be required to use bid forms, which will be available at French Creek WWTP, 2350 Abbe Road, Sheffield, OH 44054, Monday through Friday from 8:00 AM to 4:00 PM.

Bidders must be in accordance with the bid specifications and are required to use the hard copy or digital forms that are provided by French Creek WWTP. Checks shall be made payable to the City of North Ridgeville, Ohio at a non-refundable cost of \$65.00 for the bid package. Any postage fee is at buyer's expense.

In order to be a responsible bidder, the following must be included in the sealed bid:

1. A bid guaranty shall be filed with the bid pursuant to ORC 153.54: Either a bond for the full amount of the bid or a certified check, cashier's check, or letter of credit equal to 10% of the bid and shall be made payable to City of North Ridgeville, Ohio, drawn on a solvent bank, as a guarantee that if the bid is accepted, a contract will be entered into and performed. Bid Bonds and checks accompanying rejected bids will be returned upon award of the contract. Sealed bids must be marked "**REPLACEMENT OF THE HVAC SYSTEM**" on the front of the envelope.
2. Each bidder shall submit a list of at least three projects showing evidence of its experience on projects of similar size and complexity. This list shall include project name, owner, and location, date of installation, contact name, and phone number.
3. All exceptions to the specifications for a bid item shall be submitted on a separate sheet entitled "Exceptions to Bid Conditions and Specifications."

Bidders must comply with the prevailing wage rates on Public Improvements in Lorain County and the City of North Ridgeville, Ohio, for work conducted in Lorain County, as determined by the Ohio Department of Industrial Relations for Lorain County, Ohio.

The successful bidder will be required to furnish a performance bond in the amount noted in the specification.

The City of North Ridgeville, Ohio reserves the right to waive any irregularities in bidding and also reject any and all bids, and to accept the lowest and best bid.

PROJECT OWNER: City of North Ridgeville
7307 Avon Belden Road
North Ridgeville, Ohio 44039

G. David Gillock, Mayor
Phone: 440.353.0810
Fax: 440.327.8593

Publication:
October 18, 2016
October 25, 2016

LEGAL NOTICE

Sealed proposals will be received at the Office of the Mayor, 7307 Avon Belden Road, North Ridgeville, Ohio 44039 until 10:00 AM on November 16, 2016 and will be opened and read immediately thereafter for:

REPLACEMENT OF THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM

The work will consist of the replacement of the heating, ventilation, and air conditioning (HVAC) system at the French Creek WWTP.

Bidders must be in accordance with the bid specifications and are required to use the hard copy or digital forms that are provided by French Creek WWTP, located at 2350 Abbe Road, Sheffield, Ohio 44054. Checks shall be made payable to the City of North Ridgeville, Ohio at a non-refundable cost of \$65.00 for the bid package. Any postage fee is at buyer's expense.

Each proposal shall be accompanied by a bid guarantee which shall consist of an Ohio Statutory Bid Guaranty and Contract Bond, substantially in the form prescribed by ORC 153.57 in a penal amount equal to or greater than 100% of the bid price. No other form of bond is acceptable. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

The City of North Ridgeville, Ohio reserves the right to reject and or all bids and to waive any irregularities in bidding.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity.

Sealed bids must be marked on the front of the envelope: **"REPLACEMENT OF THE HVAC SYSTEM at French Creek WWTP."**

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor, in the implementation of the project. Additionally, contractor compliance with the Equal Employment Opportunity requirements of Ohio Administrative Code, Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9, shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Lorain County and the City of North Ridgeville, Ohio, as determined by the Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour.

Pre-bid meeting and site visit: Interested bidders are encouraged to attend a pre-bid meeting and site visit at the French Creek WWTP, 2350 Abbe Road, Sheffield, Ohio 44054 on Thursday, October 20, 2016 at 11:00 AM and must attend a mandatory pre-bid meeting on Wednesday, October 26, 2016 at 11:00 AM.

THE CITY OF NORTH RIDGEVILLE, OHIO

G. DAVID GILLOCK, MAYOR

Published:

October 18, 2016

October 25, 2016

**PROPOSAL AND BID FORM FOR THE REPLACEMENT OF THE HVAC SYSTEM
AT THE FRENCH CREEK WWTP FOR THE CITY OF NORTH RIDGEVILLE, OHIO**

Submitted by: _____

On _____, 2016

To: The City of North Ridgeville, Ohio

Having carefully examined the site and system to be replaced and upgraded for the French Creek WWTP, for which the following proposal prices are submitted and having also carefully examined and read the bid specifications, form of contract, and instructions to bidders, which are understood and accepted as sufficient for the purpose, hereby propose to comply with said requirements to furnish all of said work in accordance with said bid specifications and conditions, and to complete said work within the time hereinafter stipulated for the following prices, to wit.

It is understood, further, that these quantities are approximate only, and that the Contractor to whom the Contract is awarded shall not be entitled to any claim for loss of profit or for other damages, should the quantity of work done prove to be greater or less than is herein given.

Prepared by the City of North Ridgeville, French Creek Wastewater Treatment Plant Superintendent, Assistant Superintendent, Engineering Staff for the performance and construction of the project and having also received, read, and taken into account all Addenda, being:

Addendum No. 001 and Date: October 27, 2016

Addendum No. and Date _____

And likewise having inspected the site of and the conditions affecting and governing the execution and construction of said project, the undersigned hereby proposes to furnish all material and equipment and to perform all labor, coordination and supervision, as required by the said Contract Documents, including but not limited to the plans and specifications, for the following contract for the sum shown on the following page.

BID FORM

THE REPLACEMENT OF THE HVAC SYSTEM

Bid Item No.	Description	Quantity	Unit	Unit price Labor	Unit price-Material	Total Unit Price	Item Total
1	Site work	1	Lump sum	\$	\$	\$	\$
2	Removal and Demolition of the old HVAC system	1	Lump sum	\$	\$	\$	\$
3	Furnishing and installation of the new Variant Refrigerant Flow (VRF) HVAC system	1	Lump sum	\$	\$	\$	\$
4	Contingency allowance		Lump sum			\$15,000	\$15,000
					Items 1-4	Total price bid	

The Contractor further agrees to complete all of the work specified for the Contract within one hundred eighty (180) consecutive days from the date of the Notice to Proceed, and he further agrees that the City of North Ridgeville may retain from monies that are, or which may become due, **five hundred dollars (\$500)** for each and every day the completion of the work may be delayed beyond the time stipulated above, and such amount so to be retained in hereby agreed to be liquidated damages according to the City of North Ridgeville to such delay.

The City does not warrant and the Bidder may not rely upon the period of time above mentioned as the period in which the Contractor will actually perform, or the time which will actually be required by the bidder to complete; all work to be performed under the contract. The Bidder's sole remedy for any delay, whatever the cause, shall be an extension of time in accordance with the Contract Documents.

The City of North Ridgeville reserves the right to non-perform any portion of the work.

The Bidder shall supplement its bid by supplying the following information for use in the preparation of the contract.

NAMES OF EACH PERSON INTERESTED IN THE BID: _____

NAME OF COMPANY/CORPORATION: _____

NAME OF PRESIDENT: _____

CORP. ORGANIZED UNDER THE LAWS OF THE STATE OF: _____

BUSINESS LOCATION OF MEETING OF THE BOARD OF DIRECTORS AND
EXECUTIVE OFFICERS OF THE CORP.: _____

ADDRESS: _____

FEDERAL TAX IDENTIFICATION NO.: _____

TELEPHONE NO.: _____

MAILING ADDRESS (if different from above): _____

CONTACT PERSON FOR CONTRACT PROCESSING: _____

CONTRACT

THE REPLACEMENT OF THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM AT THE FRENCH CREEK WWTP

For the City of North Ridgeville, Ohio

THIS AGREEMENT, made and entered into at the City of North Ridgeville this _____ day of _____, 20____, by and between the **City of North Ridgeville, French Creek Wastewater Treatment Plant, OWNER**, and _____ (a Corporation, Partnership, or Individual), **CONTRACTOR**.

The following form essential components of the contract are incorporated by reference regardless of actual attachment of this document (may vary with the job).

1. Legal Notice
2. Instruction to Bidders
3. Proposal and Related Exhibits
4. Non-Collusion Affidavit
5. Contact and Related Exhibits
6. Contract Performance and Payment Bonds
7. Specifications
8. Contract Drawings
9. Worker's Compensation Certificate
10. Evidence of Authority to Sign
11. Certificate of Insurance

NOW THEREFORE, in consideration of the mutual promises herein contained, the Contractor and the Owner hereby agree as follows:

ARTICLE 1. The Contractor, to the satisfaction of the City, shall provide all necessary materials, tools and equipment, and all utility and transportation services, and perform all labor, coordination and supervision necessary to complete in a satisfactory manner all the Work for a project known as **REPLACEMENT OF THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM** as set forth in the Bid Form dated _____, 20____, including any and all Addenda thereto in strict accordance with the Contract Documents on file in the office of the Clerk of Council, including but not limited to the Plans and Specifications prepared by **City of North Ridgeville**. The City reserves the right to accept any alternates bid upon or substitutions proposed as provided in the Contract Documents.

ARTICLE 2. Except for any submittals, including but not limited to Shop Drawings, which the Contractor is required to provide by the Contract Documents, the City shall furnish the contractor such further drawings or explanations as may be necessary to detail and illustrate the Work to be done. The Contractor shall conform to any drawings or explanations provided to the Contractor as a part of the Contract. The Contractor shall conform to any drawings or Shop Drawings approved in accordance with the Contract Documents as a part of the contract. It is mutually understood and agreed that all Plans and Specifications are and remain the property of the City.

ARTICLE 3. No extras, additions or alterations shall be made to the Work shown or described by the Contract Documents, including but not limited to the Plans and Specifications, except upon written Change Order, and when so made, the value of the Work added or omitted shall be computed in accordance with the Contract Documents and approved by the City, and the amount so ascertained shall be added to or deducted from the contract price. No modification, amendment or alteration shall be made in or to the Contract Documents, except by Change Order in accordance with the Contract Documents.

ARTICLE 4. The contractor shall complete all Work to be performed under the contract **within one hundred eighty (180) consecutive calendar days** in accordance with the Notice to Proceed with Work and the Project Schedule unless an extension of time is granted by the City in accordance with the Contract Documents.

ARTICLE 5. Upon failure by the Contractor to have all work to be performed under the Contract completed within the period above mentioned, then the Contractor shall forfeit and pay, or cause to be paid, to the City as liquidated damages, the sum of **Five Hundred Dollars (\$500.00) per day**, for each and every working day thereafter that such Work remains in an unfinished condition.

ARTICLE 6. The Contractor shall be held liable for any incidental damages suffered by the City as a result of Contractor's breach including expenses reasonably incurred in the inspection, receipt, transportation, and care and custody of goods rightfully rejected, any commercially reasonable charges, expenses, or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

ARTICLE 7. The Contractor shall provide that eight hours shall constitute a day's work and the prevailing wage rate of the locality as determined by the Bureau of Employment Services of the State of Ohio shall control the contract wages as stipulated in Chapter 4115, Ohio Revised Code.

ARTICLE 8. The hiring of employees for the performances of the Work under the Contract shall be done in accordance with Sections 153.59, 153.591 and 153.60 of the Ohio Revised Code.

ARTICLE 9. The City shall pay the Contractor for the performance of the contract as follows:

CONTRACTOR TO BE PAID FOR ACTUAL QUANTITY OF UNITS INSTALLED. THE CONTRACT PRICE IS BASED ON ESTIMATED QUANTITIES SHOWN

and _____/ 100 Dollars(_____) subject to any additions or deductions during construction pursuant to Change Orders. Such sum shall be paid in current funds by the City upon payment requests issued by the Contractor and approved by the City or the Authorized Representative and proportioned by item to agree with the total amount of the contract.

When the major portion of the contract is substantially completed and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion will be released and paid to the Contractor, withholding only the amount necessary to assure completion. The balance of funds shall be paid to the Contractor within thirty (30) days from the date of completion or either acceptance or occupancy by the City, provided, however, that nothing in the contract shall be construed to create an obligation or incur a liability against the City in excess of any encumbrances issued to support the contract or in excess of the contract price, as modified by all Change Orders.

This contract shall be fifty percent completed when the Contractor has been paid pursuant to the contract, an amount equal to fifty percent (50%) of the total cost of labor and materials of the contract.

The Contractor shall promptly make payment to all Subcontractors and Material Suppliers. The Contractor further agrees not to withhold a larger percentage of Subcontractors' and Material Supplier's payments, than the percentage of the Contractor's payments retained by the City. No partial or progress payment made by the City to the Contractor shall be construed as evidence of, or represent, the actual Work performed or material delivered or installed as of the date of approval of payment of said partial or progress payment.

If at any time there should be evidence of any lien or claim for which, if established, the City may become liable and which is chargeable to the Contractor, the City or the Authorized Representative shall cause to be retained an amount equal to the lien or claim from subsequent payments due the Contractor, as required by Section 1311.25, et seq., Ohio Revised Code or other applicable provisions of the Ohio Revised Code, for the purpose of securing such lien or claim. Should there prove to be any such claim after payments are made, the Contractor shall refund to the City, a sum of money equal to the sum of all monies that the City may be compelled to pay, other than from funds retained from the Contractor, in discharging any lien or claim on the premises made obligatory by the Contractor's actions.

ARTICLE 10. No certificate of Payment, no provision in the Contract Documents, and no partial or entire acceptance of the Project by the City shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear **within a period of three (3) years** from the date of final acceptance of the Work. A three (3)-year maintenance bond shall be provided in an amount of ten (10) percent of the construction cost.

ARTICLE 11. Note: Each party to this transaction recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser of goods and services; in this instance the ultimate purchaser is the City. Therefore, the following assignment is made:

For good cause and as consideration for executing the contract and intending to be legally bound, the Contractor, acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys and transfers to the City any and all right, title and interest in and to any and all claims and causes of action the Contractor may have or hereafter acquire under the antitrust laws of the United States of America or the State of Ohio, PROVIDED that the claims or causes of action relate to the particular goods, products, commodities, intangibles, or services purchased, procured, or acquired by or rendered to, the City pursuant to the contract, and EXCEPT as to any claims or causes of action which result from antitrust violations commencing after the price is established under the contract and which are not passed on to the City under an escalation clause, Change Order, or through some other means. In addition, the Contractor warrants and represents that the Contractor will require any and all of the Contractor's subcontractors and first-tier suppliers to assign any and all federal and state antitrust claims and causes of action to the City, subject to the provision and exception stated above. The provisions of this article shall become effective at this time the City awards or accepts the contract, without further acknowledgement by any of the parties.

ARTICLE 12. The parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE 13. The City hereby appoints the Director of Public Service as the Authorized Representative for all uses and purposes under the contract. In the absence or unavailability of the Director of Public Service, the designee of the Director of Public Service may serve as the Authorized Representative for all uses and purposes under the contract.

ARTICLE 14. The Contractor hereby agrees to take direction from the Authorized Representative and cooperate with the Engineer, the Authorized Representative and all other persons involved in the Project.

ARTICLE 15. The contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

ARTICLE 16. The Contract Documents consist of this Agreement, the Notice to Bidders, the Instructions to Bidders, the Bid Form, the Bidder Qualification Statement, the Substitution Sheet, the Non-Collusion Affidavit, the Bid Guaranty and Contract Bond or the Contract Bond, as applicable, the Minority Hiring and Equal Opportunity Provisions, the Notice to Proceed with Work, the General Conditions, the Plans and Specifications, the Prevailing Wage Rates and any Supplementary Conditions, Special Conditions, Addenda and Change Orders. The Contract Documents form the contract between the City and the Contractor are incorporated by reference into this Agreement to be as fully a part of this Agreement as if attached hereto or fully rewritten herein, and shall remain in effect during the term of the contract.

ARTICLE 17. The Contract Documents constitute the entire agreement between the City and the Contractor supersedes any prior agreements or understandings, written or oral.

ARTICLE 18. If any term or provision of the contract or the application thereof to any person or circumstance, is finally determined including any appeal taken, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the contract or the application of such term or provision to other person or circumstances, shall not be affected thereby, and each term and provision of the contract shall be valid and enforced to the fullest extent permitted by law.

(See next page for acceptance signatures)

IN WITNESS WHEREOF, the parties hereto have set their hands to as of the day and year first above mentioned.

OWNER: City of North Ridgeville

G. David Gillock, Mayor

Witness

Date

CONTRACTOR: _____ Company Name

Name, Title

Witness

Date

APPROVED AS TO FORM:

Law Director