

ADDENDUM #1

To drawings and specifications for

**Maple Street Sewer Replacement
for the City of Sidney**

This Addendum must be acknowledged on the Proposal Form

To All Contractors:

This Addendum modifies the Original Drawings and Specifications and is to be taken into account in preparing proposals and will become part of the Contract Documents:

Legal Notice

Amend first paragraph from:

The City of Sidney is accepting sealed bids ... until 11:30 a.m. (EST) on Thursday, November 3, 2016 at which time all bids received will be publicly opened and read aloud. The non-refundable cost of the packet is \$20.00.

to:

The City of Sidney is accepting sealed bids ... until **11:30 a.m. (EST) on Thursday, November 10, 2016** at which time all bids received will be publicly opened and read aloud. The non-refundable cost of the packet is \$20.00.

Notice to Contractors

Amend first paragraph from:

Sealed proposals, properly endorsed, for the furnishing of all necessary labor until 11:30 a.m. (EST) on Thursday, November 3, 2016 and at that time publicly opened and read.

to:

Sealed proposals, properly endorsed, for the furnishing of all necessary labor Until **11:30 a.m. (EST) on Thursday, November 10, 2016** and at that time publicly opened and read.

Instructions to Bidders, Page 3

Amend third paragraph from:

Bidders are invited to be present at the opening of the proposals, which will occur at the City Municipal Building, 201 W. Poplar Street, Sidney, Ohio at 11:30 a.m. (EST) on Thursday, November 3, 2016.

to:

Bidders are invited to be present at the opening of the proposals, which will occur at the City Municipal Building, 201 W. Poplar Street, Sidney, Ohio at **11:30 a.m. (EST) on Thursday, November 10, 2016**.

Instructions to Bidders, Page 4

Amend third & fourth paragraphs from:

The contractor for the "General Construction" shall commence work under their contract and shall complete the work as follows:

- ⇒ Substantial completion shall include sanitary sewer pipe and manhole installation and be completed no later than **February 17, 2017**.
- ⇒ Final completion shall be completed no later than **April 28, 2017** and include final restoration and seeding.

If the above completion dates are not met, liquidated damages shall be applied against the appropriate contract total as follows:

- ⇒ Substantial Completion: \$200.00 (two hundred dollars) per day beyond the substantial completion date.
- ⇒ Final Completion: \$400.00 (four hundred dollars) per day beyond the final completion date.

to:

The contractor for the "General Construction" shall commence work under their contract and have the work fully complete and ready for final payment on or before **April 28, 2017**.

Bid Forms, Proposal Page 5

Amend third & fourth paragraphs from:

The bidder states that the undersigned is/are the only person(s) interested in the above bid, and agrees, that shall all or any of said bids be accepted, to enter into prescribed contract within seven (7) business days from the date of the Notice of Award, for the faithful performance of the labor and furnishing the materials in such bid or bids as accepted and to fully complete the said construction work as follows:

- ⇒ Substantial completion shall include sanitary sewer pipe and manhole installation and be completed no later than **February 17, 2017**.
- ⇒ Final completion shall be completed no later than **April 28, 2017** and include final restoration and seeding.

If the above completion dates are not met, liquidated damages shall be applied against the appropriate contract total as follows:

- ⇒ Substantial Completion: \$200.00 (two hundred dollars) per day beyond the substantial completion date.
- ⇒ Final Completion: \$400.00 (four hundred dollars) per day beyond the final completion date.

to:

The bidder states that the undersigned is/are the only person(s) interested in the above bid, and agrees, that shall all or any of said bids be accepted, to enter into prescribed contract within seven (7) business days from the date of the Notice of Award, for the faithful performance of the labor and furnishing the materials in such bid or bids as accepted and to fully complete the said construction work on or before **April 28, 2017**.

Contract Forms, Page 14

Amend second paragraph from:

The Contractor for and in consideration of certain payments, to be made to the Contractor hereinafter specified, hereby covenants and agrees to perform and execute all provisions of the accompanying Plans and the Specifications, and Proposal hereto attached and made a part thereof, and to be governed by the general provision contained under the headings "Instructions to Bidders" and "General Provisions" which hereto attached and made a part hereof, (in the event of a conflict, the provisions in the Specifications shall govern), and agrees to fully perform the

furnishing at their own proper cost and expense all labor, materials, tools, machinery, transportation, appliances, and appurtenances of every description necessary therefore, and to fully and completely carry out and perform the construction work herein under their contract as follows:

- ⇒ Substantial completion shall include sanitary sewer pipe and manhole installation and be completed no later than **February 17, 2017**.
- ⇒ Final completion shall be completed no later than **April 28, 2017** and include final restoration and seeding.

If the above completion dates are not met, liquidated damages shall be applied against the appropriate contract total as follows:

- ⇒ Substantial Completion: \$200.00 (two hundred dollars) per day beyond the substantial completion date.
- ⇒ Final Completion: \$400.00 (four hundred dollars) per day beyond the final completion date.

to:

The Contractor for and in consideration of certain payments, to be made to the Contractor hereinafter specified, hereby covenants and agrees to perform and execute all provisions of the accompanying Plans and the Specifications, and Proposal hereto attached and made a part thereof, and to be governed by the general provision contained under the headings "Instructions to Bidders" and "General Provisions" which hereto attached and made a part hereof, (in the event of a conflict, the provisions in the Specifications shall govern), and agrees to fully perform the

furnishing at their own proper cost and expense all labor, materials, tools, machinery, transportation, appliances, and appurtenances of every description necessary therefore, and to fully and completely carry out and perform the work herein provided for by or before April 28, 2017.

General Provisions, Page 30

Amend third & fourth paragraphs from:

The amount of the engineering charges to be retained by the Owner as a part of the liquidated damages and applied against the Contract total shall be Two Hundred Dollars (\$200.00) for each calendar day after the expiration of the time limit specified in the proposal for substantial completion, excepting Sundays and legal holidays unless work was actually performed on said Sundays and holidays until work is substantially complete.

After substantial completion, if Contractor fails to complete remaining work within time limits specified in the proposal for full completion and readiness for final payment, the amount of the engineering charges to be retained by the Owner as a part of the liquidated damages and applied against the Contract total shall be Four Hundred Dollars (\$400.00) for each calendar day after the expiration of the time limit specified in the proposal, excepting Sundays and legal holidays unless

work was actually performed on said Sundays and holidays until work is fully complete and ready for final payment.

to:

The amount of the engineering charges to be retained by the Owner as a part of the liquidated damages and applied against the Contract total shall be Two Hundred Dollars (\$200.00) for each calendar day after the expiration of the time limit specified in the proposal for full completion and readiness for final payment, excepting Sundays and legal holidays unless work was actually performed on said Sundays and holidays.

FOR REFERENCE ONLY
NOT FOR BID SUBMITTAL