

## **Urbana Municipal Building Chairlift Replacement Addendum #1**

**To: All Bidders**

**From: Craig E. Dillon, Architect; Doug Crabill, City of Urbana  
Administration**

**Date: January 19, 2012**

**Re: Addendum #1**

### **Instruction to Bidders (Change to #13)**

Item #13 (Addenda and Interpretations) shall be revised to read as follows:  
No official representation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Doug Crabill, City of Urbana, Ohio Administration, and to be given consideration, must be received at least seven (7) days prior to the date fixed for the opening of bids. These requests will be forwarded to Craig E. Dillon, Architect for response. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed or faxed with delivery confirmation requested to all prospective bidders (at the respective email addresses and/or fax numbers furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

### **Legal (Advertisement for Bids) Clarification**

Prior to the publication of the legal notice, an earlier version of the legal notice was posted on the city's website under the bid section. This earlier version had to be revised prior to publication in the Urbana Daily Citizen and prior to release of bid documents. For clarification, the bid date and time is January 24, 2012 at 1:00PM. Furthermore, for clarification, the publication dates for the legal notice are as follows: December 30, 2011; January 6, 2012; and January 13, 2012.

### **Revision to Form Entitled Proposed Subcontracts' Breakdown**

The form entitled Proposed Subcontracts' Breakdown shall be revised as follows: The column labeled "Is Contractor a Registered MBD?" shall be revised to read "Is Contractor a Registered MBE/DBE/WBE?" Furthermore, MBE is defined as

Minority Business Enterprise, DBE is defined as Disadvantaged Business Enterprise, WBE is defined as Women's Business Enterprise.

**Davis Bacon Wage Decision**

The wage decision included in the bidding documents shall be replaced with the attached wage decision with the effective date of 1/6/2012.

**Federal Labor Standards Provisions**

The attached 5 page document (HUD 4010) entitled Federal Labor Standards Provisions shall hereby be incorporated into the bid/contract documents. These provisions shall be incorporated into Section H right behind the cover page for this section.

**Bidder Suggestion for Rubber Treads on the Steps in Alternate #2**

A prospective bidder suggested that rubber treads be placed on the steps in Alternate #2 in lieu of repainting the steps. This request shall be denied.

**Architect's Estimate**

The architect's estimate where noted in the bid/contract documents shall be revised to be \$86,000 (excluding alternates).

**Instruction to Bidders (Change to #19)**

Item #19 (Miscellaneous Provisions), Letter D (Allowances) shall be revised to read as follows: Section 09681 of the Technical Specifications calls for a carpet allowance. This carpet allowance shall be \$25.00 per sq. ft. installed and shall be included in Item 1 (Base Bid). The owner shall make the final color selection.

**Supplemental General Conditions**

Under stated allowances in Supplemental General Conditions, the carpet tile allowance noted in the revision to the Instructions to Bidders shall be included.

**Revision to Section 01230 of the Technical Specifications**

Alternate 2A shall be deleted from the technical specifications to be consistent with the bid/contract documents.

**Revision to Section 01100 of the Technical Specifications**

Item 1.1, Letter B of this section shall be revised to read as follows: The drawings and project specifications were prepared for the Project by Craig E. Dillon, AIA Registered Architect.

**Designer or Architect Certification**

Architect's Certification and Designer Certification documents shall be executed by the City of Urbana and included in the contract document for the successful bidder for this project. These documents shall not be required to be included with the bidder's response.

### **Federal Requirements**

All bidders shall be made aware that this project is a federally assisted project. As a result, federal requirements are part of this bidding process and subsequent contract.

Furthermore, all bidders shall be advised that the following documents are to be executed and returned with the bidder's response:

- a) Section 3 Plan Format
- b) Proposed Subcontracts Breakdown (Table A)
- c) Table B (Estimated Project Workforce Breakdown)
- d) Certification of Bidder Regarding Equal Employment Opportunity (Contractor's Certification)
- e) Certification of Bidder Regarding Equal Employment Opportunity (Subcontractor's Certification)
- f) Certification of Bidder Regarding Section 3 and Segregated Facilities
- g) Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
- h) Certificate of Compliance with Federal Labor Standards Provisions
- i) Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- j) Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

### **Additions to General Contract Conditions**

The following sections shall be added to the General Contract Conditions:

#### **ARTICLE 16 - INDEMNIFICATION FOR ACCIDENTS**

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contractor Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

## **ARTICLE 17 - LAWS AND REGULATIONS**

The Contractor shall keep himself fully informed of all Federal and State Laws in any way affecting those engaged or employed in the work, the material used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or political subdivisions having any jurisdiction or authority over the same. If any discrepancy or inconsistency shall be discovered in this Contract or in the Drawings and Specifications herein referred to in relation to any such law, regulation, decree, or order, the Contractor shall forthwith report the same in writing to the Architect. He shall at all times himself observe and comply with, and shall cause all of his agents and employees to observe and comply with, all such existing and future laws, regulations, orders and decrees; and shall protect and indemnify the County, its officers and agents against any claims or liability arising from or based on the violation of such law, regulation, order or decree whether by himself or by his employees.

## **ARTICLE 18 - PARTIAL PAYMENTS**

Before the contract is fifty percent completed, labor performed on the project and materials delivered on site shall be paid for at a rate of ninety-two percent of the estimates for partial payment as submitted by the Contractor, checked and prepared by the Architect, and approved by the Architect.

## **ARTICLE 19 - ADJUSTMENT OF RETAINED PERCENTAGES**

After the Contract is more than fifty percent completed, labor performed shall be paid for at the rate of one hundred percent of the estimates submitted by the Contractor, checked and approved by the Architect.

All materials delivered on the site after the Contract is fifty percent completed shall be paid for at a rate of ninety-two percent of the invoiced value of the material. The balance of such estimate shall be paid when the material is incorporated into and becomes a part of the project.

The Contract shall be fifty percent completed when the Contractor has been paid an amount equal to fifty percent of the total cost of the labor of the Contract and fifty percent of the total cost of the material of the Contract.

## **ARTICLE 20 - PARTIAL PAYMENT MAY BE WITHHELD**

Partial payments may at any time be withheld or reduced if, in the opinion of the Architect, the work is not proceeding in accordance with this Contract.

## **ARTICLE 21 - FINAL ESTIMATE**

When, in the opinion of the Architect, all the work contemplated by this Contract is completed, he shall measure up said work and prepare a final estimate of the same. The Contractor shall aid the Engineer in the preparation of this estimate by submitting to him, as soon as possible following the completion of work an estimate of the work he has done under this Contract, broken down by items and containing supporting computations. The Owner shall, within thirty days after receiving the said final estimate, make payment of ninety-six percent of the amount of said estimate, less previous payments to the Contractor and such other sums as may lawfully be retained under the terms of this Contract, provided that all terms of this Contract have been complied with by said Contractor. Such estimate shall be dated as of the day on which the Contractor shall have completed the work called for to be done under this Contract.

## **ARTICLE 22 - FOUR PERCENT RESERVE**

The said Contractor hereby further agrees that the Owner shall be, and is hereby authorized to retain for a period of thirty days subsequent to the date of the final acceptance of work, out of the money payable to said Contractor under this agreement, the sum of four percent of the amount of the Contract, and to expend the same in making such repairs of the said work for which the Contractor is responsible as the Architect may deem necessary in case such repairs are neglected by the Contractor after reasonable notice.

## **ARTICLE 23 - FINAL PAYMENT**

The Owner agrees that upon the expiration of said period of thirty (30) days, provided all the work shall at that time be in good order and approved by the Owner following the final inspection, the said Contractor shall be entitled to receive the whole or that part of the above mentioned sum as may remain after the expense of making such repairs shall have been paid thereto. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The Owner hereby agrees to pay and the Contractor hereby further agrees to receive in full compensation for furnishing all materials and doing all work as contemplated and set forth by these Specifications and the accompanying drawings, the several sums and prices set forth in the proposal sheet hereto attached.

## **ARTICLE 24 - LIENS**

If, at any time within thirty (30) days after the whole work herein agreed to be performed and all labor and material herein agreed to be delivered have been

performed and delivered or completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnishing any materials toward the performance or completion of this Contract shall file with the Owner notice according to law, the Owner shall retain until the discharge thereof, from all money under its control, such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.