

**ADDENDUM NO. 1
TO CONTRACT DOCUMENTS
FOR
LYNDON DRIVE STORMWATER REPAIRS
FOR
CITY OF LANCASTER, SOUTH CAROLINA**

BIDS DUE: January 10, 2023

The following modifications are hereby introduced as a part of the Contract Documents:

1. Replace Specification Section 004100, Bid Form, with the attached revised Section.
2. In Section 012200, Unit Prices, add the following paragraph 3.1.O:
 - O. Unit Price No. 15: Grassing
 1. Payment for this item shall be full compensation for providing all labor, equipment, and materials necessary to seed and mulch all disturbed surfaces within the project area. The work is to include preparing seed bed, providing and applying fertilizer and lime, moistening prepared area, providing and sowing specified seed mixture, raking seed into soil, providing and applying mulch, providing liquid asphalt and applying it to mulch and maintaining seeded areas, all as required in the Grassing specification. Reseeding and watering shall be included with this payment if required.
 2. Unit of Measurement: Square Yard (SY)
3. In Section 004100, Bid Form, line items 15-18 shall reference Unit Price No. 14: Landscaping Repair and Replace. These line items shall be priced per Exhibit No. 1 attached to this addendum. The successful contractor shall submit a schedule of values for each landscaping bed after the contract is awarded.

Bidders Questions:

1. Question: What defines select backfill material as called out in detail 8 on C3.0?
Answer: Please refer to note 2 under Construction Notes on sheet C2.0. Suitable material shall be used to backfill the trenches. Suitable material is defined in specification section 312000 under 2.1B.
2. Question: If work is to be completed outside the right of way, who is responsible for obtaining the easement to complete the work?
Answer: The City of Lancaster will be responsible for reaching an agreement with the property owner in order to complete the work.
3. Question: Can a flowable fill line item be added to the bid form?
Answer: Flowable fill will not be added to the bid form.
4. Can the landscaping line item be adjusted to not be lump sum?
Answer: The landscaping has been adjusted. See Addendum No. 1.
5. Is there a bid, performance or payment bond required for this project?
Answer: No. Please reference the bid advertisement.
6. Will the road be able to be completely closed during construction?
Answer: Yes. Please see plan sheet C2.0.
7. Is there a location that material can be staged at the site?
Answer: All material can be staged within the limits of construction as shown on the plans. (Within the closed roadway)
8. 15" RCP is not available and currently not being manufactured, can double walled HDPE be substituted? Or pipe in good condition be re-used.
Answer: We will discuss alternate materials with the Owner and evaluate those alternates during the submittal process.
9. Can an engineer approved stone be used as a suitable backfill material in lieu of dirt or pit gravel?
Answer: Please refer to note 2 under Construction Notes on sheet C2.0. Suitable material shall be used to backfill the trenches. Suitable material is defined in specification section 312000 under 2.1B.
10. Can it be confirmed for pricing and purchasing purposes that all items 1-14 will have to be performed?
Answer: Per note (2) under section 5.01 of the Bid Form, it is noted that "estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents."
11. Can equipment be left onsite inside the work zone?
Answer: Yes, it may be left within the limits of construction as long as it doesn't pose a safety risk or impede access to residences.
12. Will the owner work with winning GC on start time based on material availability?

Answer: Yes.

13. Who will do the quantification on item #8?

Answer: The Engineer will be responsible for verifying all quantities in the field.

14. Will someone from the City monitor the compaction or does the GC need to retain a Geotec/Engineer for both the backfill, proof rolls and asphalt install?

Answer: Per spec section 312000 – 3.17A the Contractor shall be responsible for all geotechnical testing regarding backfill. The Engineer will monitor proof rolls.

15. Will any certified as-builts be required or will redlines be adequate?

Answer: Redlines from the Contractor will be adequate.

16. Where do we include demo and haul of cost for each additional item? In that item?

Answer: Yes. Please reference spec section 012200 for the unit price descriptions for each line item.

Addendum Prepared By
KECK & WOOD, INC.
January 4, 2023



BID FORM

Lyndon Drive Stormwater Repairs
Lancaster, South Carolina
PROJECT NO. 226097

TABLE OF CONTENTS

	PAGE
ARTICLE 1 – Bid Recipient	1
ARTICLE 2 – Bidder’s Acknowledgements.....	1
ARTICLE 3 – Bidder’s Representations.....	1
ARTICLE 4 – Bidder’s Certification.....	2
ARTICLE 5 – Basis of Bid	3
ARTICLE 6 – Time of Completion.....	4
ARTICLE 7 – Attachments to this Bid.....	4
ARTICLE 8 – Defined Terms.....	4
ARTICLE 9 – Bid Submittal.....	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Lancaster, Attn: Steven Hutflles, 216 S Catawba Street, Lancaster, SC 29720

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 60 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>
1	01/04/2023
_____	_____
_____	_____
_____	_____

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):

Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Mobilization	LS	1		
2	Erosion Control	LS	1		
3	System Investigation/Camera	LS	1		
4	1.5" HMA Type C Surface Course	SY	160		
5	1.5" HMA Type C Intermediate Course	SY	160		
6	8" Aggregate Base Course	SY	160		
7	Remove and Replace Rolled Curb	LF	120		
8	Import Suitable/ Export Unsuitable Material	CY	590		
9	Remove / Replace 15" RCP	LF	48		
10	Remove / Replace 36" RCP	LF	44		
11	Remove and Replace Catch Basin	EA	2		
12	6" French Drain	LF	60		
13	Anti-Seep Collar	EA	1		
14	Grassing	SY	67		
15	Landscape Repair/ Replace Bed 1	LS	1		
16	Landscape Repair/ Replace Bed 2	LS	1		
17	Landscape Repair/ Replace Bed 3	LS	1		
18	Landscape Repair/ Replace Bed 4	LS	1		

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bid Price:

(numerical)

Dollars

(written)

ARTICLE 6 –

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.
- 6.02 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. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. List of Project References;
 - D. 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;
 - E. Contractor’s License No.: ;

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)

CAUTHEN HAZEL R & KAY C
 DB 479 - PG 62
 PB 2005 - PG 695
 TAX PARCEL 0062M-0A-010.00
 1025 LYNDON DRIVE

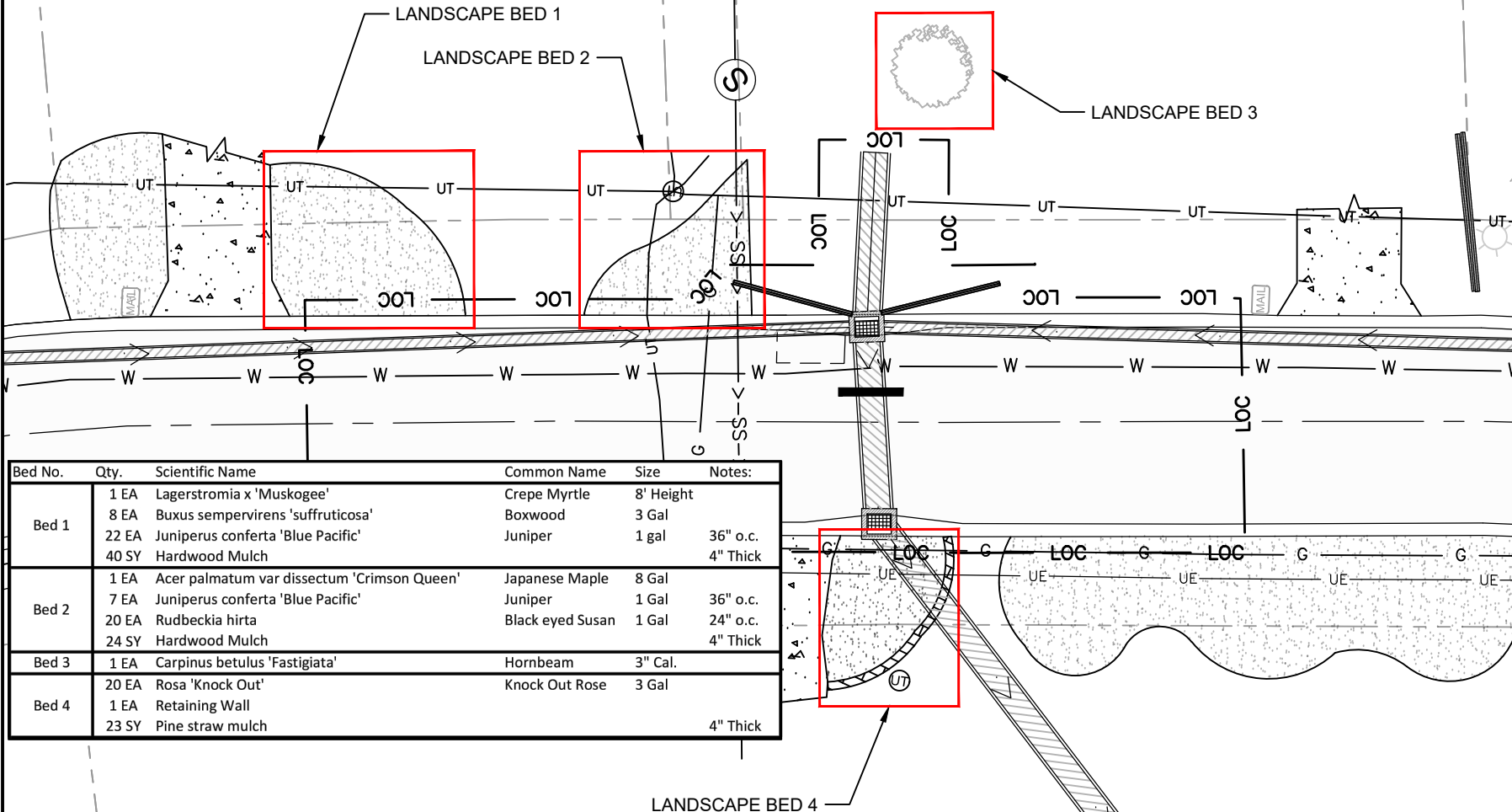
GIDEWALL EDWARD A & JESSICA C
 DB 1339 - PG 112
 PB 2005 - PG 695
 TAX PARCEL 0062M-0A-009.00
 1021 LYNDON DRIVE

EXHIBIT NO.

1

Lyndon Drive
 Stormwater Repairs
 Landscape Beds

JOB NUMBER: 226097



Bed No.	Qty.	Scientific Name	Common Name	Size	Notes:
Bed 1	1 EA	Lagerstromia x 'Muskogee'	Crepe Myrtle	8' Height	
	8 EA	Buxus sempervirens 'suffruticosa'	Boxwood	3 Gal	
	22 EA	Juniperus conferta 'Blue Pacific'	Juniper	1 gal	36" o.c.
	40 SY	Hardwood Mulch			4" Thick
Bed 2	1 EA	Acer palmatum var dissectum 'Crimson Queen'	Japanese Maple	8 Gal	
	7 EA	Juniperus conferta 'Blue Pacific'	Juniper	1 Gal	36" o.c.
	20 EA	Rudbeckia hirta	Black eyed Susan	1 Gal	24" o.c.
	24 SY	Hardwood Mulch			4" Thick
Bed 3	1 EA	Carpinus betulus 'Fastigiata'	Hornbeam	3" Cal.	
Bed 4	20 EA	Rosa 'Knock Out'	Knock Out Rose	3 Gal	
	23 SY	Pine straw mulch			4" Thick

CLEMMER DONALD W. & REBA P.
 DB 463 - PG 140
 PB 2005 - PG 695
 TAX PARCEL 0062M-0A-024.00
 1024 LYNDON DRIVE

Keck+Wood
 COLLABORATION BY DESIGN
 keckwood.com

SCALE: 1" = 20'
 CHECKED BY: MDC
 DRAWN BY: SDG
 DATE: 01/04/2023

