

SECTION 00 91 13.1 ADDENDUM #1

1.1 PROJECT INFORMATION

- A. Production and Gowen Road Utilities Project
- B. Owner: Capital City Development Corporation
- C. Date of Addendum: July 30, 2021

1.2 NOTICE TO BIDDERS

- A. This addendum serves to clarify, revise, and supersede information in the Project Manual, Special Provisions, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated in the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

1.3 REVISIONS TO DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. Document 00 01 10 TABLE OF CONTENTS: Revised to insert line 00 91 13.1 ADDENDUM #1
- B. Document 00 41 13 BID FORM: Revised to add UPRR Flagging Allowance. See new Bid Form attached; Bidder to use new form.

1.4 QUESTIONS AND ANSWERS

- A. The following questions regarding the Project have been submitted. The following answers are provided by the Engineer to assist Bidders.
 - 1. Is temp asphalt allowed or does it have to be paved the same day?
ANSWER: Temporary pavement will have to be approved by ACHD inspector.
 - 2. Compaction testing is required. Is Select backfill required?
ANSWER: Native material shall be allowed for trench backfill. Conduit bedding shall be fine soil or sand per project specifications. Backfill for asphalt cuts and concrete repair shall meet ACHD and ISPWC requirements.
 - 3. The asphalt cuts are only shown as Lineal footage. How wide are they wanting the repairs to be? Besides the 20ft wide on Gowen rd and Amity.
ANSWER: Widths shall be kept to a minimum as needed to install conduit and meet ACHD permit requirements.

4. Boring under the Train tracks will be a lot longer than 78ft due to the steel casing and depth required by union pacific. Do I still bid for only 78ft?
ANSWER: Only bid 78 feet, this is the length of steel casing to be installed to meet Union Pacific minimum setbacks from the tracks.

5. Union Pacific flagging will be required. Will contractor be responsible to pay for this?
ANSWER: See attached revised 00 41 13 Bid Form.

6. 120 days are given to complete the project. What is the anticipated start date?
ANSWER: CCDC intends to seek approval to award the low bid construction contract at its September 13, 2021 Board meeting with an anticipated NTP date by the end of September. The awarded Contractor shall diligently submit the necessary permits and notifications in order to commence work soon after.

<u>LIST OF DOCUMENTS</u>	<u>NO. OF PAGES</u>
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END OF SECTION 00 91 13.1

SECTION 00 41 13 BID FORM

BID FORM – REVISED JULY 30, 2021

PROJECT: PRODUCTION AND GOWEN ROAD UTILITIES PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **Production and Gowen Road Utilities Project**
121 N. 9th Street, Suite 501
Boise, Idaho 83702

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.
- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.

- g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.05 Bidder represents that 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 agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.06 Bidder will complete the Work in accordance with the bid schedule subject to changes as provided in the Contract Documents for the sum given, which includes all labor, materials, equipment, taxes, overhead and profit and incidentals per the Contract Documents. Bidder acknowledges 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 provided, determined as provided in the Contract Documents.
- Bidder acknowledges that the quantities specified herein for the repairs are approximate and that actual quantities in the field may increase or decrease from the quantities estimated. Bidder hereby agrees to perform all quantities of Work as either increased or decreased, as required by the Project Engineer and in accordance with the provisions of the Contract Documents. The final payment to the Bidder shall be based on the Total Bid Amount and the actual quantities completed (for items that are not lump sum).
- 1.07 In determining the amount proposed by each Bidder, CCDC shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the bid. When an item price is required to be set forth in the bid and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times CCDC's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of CCDC, such a procedure would be inconsistent with the policy of the bid procedure. The total paid for each such item of work shall be based upon the item price and not the total price.
- Should the bid contain only a total price for the item and the item price is omitted, CCDC shall determine the item price by estimated quantities of work to be performed as items of work.
If the bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the bid shall be non-responsive.
- 1.08 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.09 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.10 The following document is attached to and made a condition of this Bid: 1.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.

BIDDERS NAME: _____

1.11 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:

- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
- b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
- c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.
- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing

Address: _____

Public Works License No. _____

Idaho Plumbing Contractors License No. _____

Heating & Air Conditioning

Address: _____

Public Works License No. _____

Idaho HVAC Contractors License No. _____

Electrical

Address: _____

Public Works License No. _____

Idaho Electrical Contractors License No. _____

BIDDERS NAME: _____

BID SCHEDULE – Revised July 30, 2021

All Work, including labor, materials, overhead and profit, bonds, insurance, and any other incidentals required to construct the Project, complete, based on the Estimated Quantities given below, for the Contract Sum listed below and identified as the Total Bid Amount. Bidder shall provide a lump sum or unit price bid amount for each individual item as identified below. Bid shall be awarded on the Total Bid Amount.

	DESCRIPTION	EST QNTY	UNIT	UNIT PRICE	TOTAL
302.4.1.A.1.	ROCK EXCAVATION	500	CY		
307.4.1.F.1.	TYPE P SURFACE RESTORATION (ASPHALT ROADWAY)	1,596	LF		
308.4.1.A.1.	10"Ø 3/8" THICK STEEL CASING PIPE BORING AND JACKING	78	LF		
706.4.1.G.1.	CONCRETE REPAIR	96	SY		
1001.4.1.A.1.	SEDIMENT CONTROL	1	LS		
1103.4.1.A.1.	CONSTRUCTION TRAFFIC CONTROL	1	LS		
2010.4.1.A.1.	MOBILIZATION	1	LS		
SP-1	FIBER OPTIC CONDUIT DUCT BANK	5,504	LF		
SP-2a	3'X3'X3' PULL BOX VAULT	12	EA		
SP-2b	6'X6'X6' MANHOLE VAULT	3	EA		
SP-3	CONNECT CONDUIT DUCT BANK TO EXISTING VAULT	4	EA		
SP-4	LAWN SOD RESTORATION	577	SF		
UPRR	UPRR Flagging Allowance	1	CA	\$4,000	\$4,000
TOTAL BID AMOUNT:					\$

Bidder agrees to perform all the work for the Production and Gowen Road Utilities Project as described in the Project Manual, including but not limited to the General Requirements, Technical Specifications, Special Provisions, and Drawings prepared by Civil Survey Consultants, Inc. and dated August 2020 and stamped by Engineer November 11, 2020 for the Work; and having examined the Project Location and being familiar with all of the conditions surrounding the proposed Work including availability of materials and labor the undersigned hereby proposed to furnish all labor, materials and supplies as specified, including all expenses incurred in bonding, obtaining insurance; and to perform the Work in accordance with the Contract Documents within the times set forth therein for the total Bid Amount of:

_____ (\$ _____) Dollars, lawful money of the United States.

[Show amounts in both words and figures; in event of discrepancy, the amount in words shall govern.]

BIDDERS NAME: _____

BID FORM SIGNATURE

SUBMITTED on _____, 2021.

X _____
SIGNATURE

_____ Idaho Public Works Contractor License No.

_____ Print Name and Title

_____ License Expiration Date

_____ Contractor / Company

_____ Federal Tax ID #

_____ Address

_____ E-mail Address

_____ City, State, Zip

_____ Phone No.

_____ Fax No.

ATTENTION: Did you remember the Contractor's Affidavit Concerning Taxes?

IF CONTRACTOR'S AFFIDAVIT IS NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13