



Date

January 25, 2018

Subject

Village of Ada  
Willeke Avenue Reconstruction Phase 1

## Dear Prospective Bidder:

Enclosed please find Addendum No. 1 dated January 25, 2018.

Please acknowledge your receipt of this Addendum on page B-1, Article 3.01.A of your bid submittal.

If you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink that reads "Matthew J. Hoying".

Matthew J. Hoying  
Project Manager

Enclosures: Addendum No. 1

West Central Ohio  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

S. Ohio/N. Kentucky  
203 W. Loveland Ave.  
Loveland, OH 45140  
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# Village of Ada

## Willeke Avenue Reconstruction Phase 1

### Ada, Ohio

January 25, 2018

#### ADDENDUM No. 1

Bidding Documents  
Supplementary Conditions  
SC-6

**The following shall be inserted under SC-6.03 Contractor's Insurance:**

Delete paragraph GC-6.03.F in its entirety and insert the following:

- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy in the amount of \$25,000.00 covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

Adding the above verbiage has adjusted the remainder of the Supplementary Conditions pages, so, we have included the rest of the pages for that reason.

## BID CLARIFICATION

This bid clarification is in response to questions presented by contractors during the advertisement period.

Are there any known dump sites?

- The Village is not aware of any. The Village site is full.

Are there any tap fees for the water main?

- All fees will be waived.

What type of testing will be required for the sanitary sewer work?

- On the Village of Ada standard sanitary sewer testing notes listed on sheet 10 of 36 (Ada standard drawing 900-10) in the plans, only the deflection test will be required.

Following GC-6.01.F add the following:

- G.** If the Contractor provided a certified or cashier's check or letter of credit as Bid Security, he shall furnish a Performance Bond in an amount at least equal to 100% of the Contract Price as security for the faithful performance of this agreement.
- H.** Each of the Bonds shall be on the forms attached to the Contract Documents, and shall have a Surety thereon. Such Surety company or companies as are approved by the Owner and in accordance with GC-6.01. Each of the Bonds shall be submitted in accordance with GC-2.01.

**SC-6.03 Contractor's Insurance**

Delete paragraph GC-6.03.E in its entirety and insert the following:

- E.** *Umbrella or excess liability:* in the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.

Delete paragraph GC-6.03.F in its entirety and insert the following:

- F.** Contractor's pollution liability insurance: Contractor shall purchase and maintain a policy in the amount of \$25,000.00 covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

Following GC-6.03 add the following:

- K. Workers' Compensations and related coverages** under paragraphs 6.03.A of the General Conditions:

1. State: Statutory
2. Applicable Federal (e.g., Longshoreman's): Statutory
3. Employer's Liability: \$1,000,000

- L. Contractor's General Liability** under paragraphs 6.03.B of the General Conditions which shall include completed operations and product liability coverages:

1. General Aggregate: \$1,000,000 shall apply per project.

2. Products -- Completed Operations Aggregate: \$1,000,000
3. Personal and Advertising Injury (per Person/Organization): \$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
5. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.
6. Excess or Umbrella Liability:
  - 1) General Aggregate: \$1,000,000
  - 2) Each Occurrence: \$1,000,000

**M. Automobile Liability or Business Auto Liability** under paragraph 6.03.D of the General Conditions:

1. Bodily Injury: Each person: \$500,000  
Each accident: \$1,000,000

and

2. Property Damage: Each accident: \$100,000

or a

3. Combined Single Limit of: \$1,000,000 each accident

**N. Contractual Liability** coverage required by paragraph 6.03.C of the General Conditions shall provide coverage for not less than the following amounts:

1. General Aggregate: \$1,000,000
2. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

**SC-6.05 Property Insurance**

Delete paragraph 6.05.A of the General Conditions in its entirety and insert the following in its place:

- A.** Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, subcontractors, Engineer, and any other Individuals or Entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. be written on a Builder's Risk "all-risk" or Installation Floater policy form that shall at least include insurance for physical loss and damage to the Work, temporary installation buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with written notice to each other loss payee to whom a certificate of insurance has been issued in accordance with the policy provisions; and
8. comply with the requirements of Paragraph 6.05.C of the General Conditions.

Delete GC-6.05.E in its entirety.

**SC-6.06 Waiver of Rights**

Add the following language after GC-6.06.D:

- E. The Owner and the Engineer waive claims against the Contractor and Contractor waives claims against the Owner and Engineer for consequential damages arising out of or relating to this Contract. This mutual waiver

includes: damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Engineer and Contractor for principal home office expenses, including compensation of personnel stationed there, for losses of financing, business and reputation, for loss of profit and for loss of business opportunity. This mutual waiver is applicable, without limitation, to all consequential damages due to termination in accordance with Article 16. Nothing contained in this subparagraph 5.07.E shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**SC-7.01 Supervision and Superintendence**

Delete the first sentence of GC-7.01.A and insert in its place the following: Contractor shall supervise, inspect, and direct the work competently and efficiently according to the standard of care normally exercised by construction organizations within Ohio which are engaged in performing comparable services devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Contract Documents.

**SC-7.06 Concerning Subcontractors, Suppliers, and Others**

Add the following sentence at the end of paragraph GC-7.06.A:  
If requested by Owner, Contractor must furnish names of Subcontractor, Suppliers, or other persons or organizations within five days after Bid opening. See Instruction to Bidders, Article 12 for additional information.

**SC-7.09 Taxes**

Add a new paragraph immediately after paragraph GC-7.09.A:

- B.** Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work:
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

**SC-10.08 Limitations on Engineer's Authority and Responsibilities**

Add the following paragraph directly after GC-10.08.E:

- F.** Under no circumstances is Engineer authorized to approve on behalf of Owner variations in the Work which result in adjustments to the contract

times or contract price. Contractor may not rely upon any verbal communication from any party as to the authorization to perform work which may give rise to adjustments in contract times or contract price.

**SC-11.05 Change of Contract Times**

Replace GC-11.05.B with the following language:

If the Contractor wishes to make a claim for an increase in the contract times, prompt written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the work, a detailed schedule which identifies the critical portions of the Work impacted by the delaying event and the dates of such impact, and a statement from Contractor that the increase requested is the entire increase in the contract time associated with the claim. The failure to provide such information and statement within the time period established in Article 11 shall constitute an irrevocable waiver of the claim. In the case of a continuing delay occurring on consecutive days, only one claim is necessary, provided, however, that within ten (10) days of the cessation of the cause of the continuing delay, the Contractor shall notify the construction manager in writing that the cause of the delay has ceased. The failure to give notice of the cessation of the cause of the continuing delay shall constitute an irrevocable waiver of any claim based upon the continuing delay.

Add the following paragraph immediately after GC-11.05.B

C. In addition to the requirements of clause 11.05.B, if adverse weather conditions are the basis for a claim for additional time, the Contractor shall support such claim with data acceptable to the Owner and Engineer that substantiates that weather conditions were abnormal for the period of time and could not have reasonably been anticipated and that weather conditions had an adverse effect on a critical element of the scheduled construction. Notwithstanding any other provision of the Contract Documents to the contrary, the project times will not be adjusted on account of the impact of any normal adverse weather on any of the work or on account of the impact of any abnormal adverse weather on non-critical elements of the Work. The support for and evaluation of all adverse-weather claims shall be based upon average weather conditions over the ten (10) years immediately preceding the dates at issue and the claim as such weather conditions are recorded at Port Columbus International Airport, Columbus, Ohio.

**SC-11.07 Execution of Change Orders**

Insert the following paragraph following GC-11.07.A.4:

5. In no event is the Contractor entitled to reserve any rights or take other similar action with respect to a change order if the effect or intent of such reservation or action would be to accommodate a further adjustment in the

contract times, contract price, or both, after the Contractor executes the change order. By executing a change order, the Contractor irrevocably certifies that the elements of the change order described are completely satisfied and waives all rights to seek further adjustment of the contract times, contract price, or both at a later date with respect to the associated change in the work.

**SC-13.01 Cost of the Work**

Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
  - c. Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

**SC-15.01 Progress Payments**

Replace GC-15.01.B.2 in its entirety with the following:

- 2. Beginning with the second application for payment, each application shall include an affidavit of contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated the prior applications for payment. In addition to any other information that the Owner or Engineer may require, the Contractor's application for payment package shall include: (1) a partial conditional lien waiver from the Contractor for the total payment requested in the application for payment; (2) a partial conditional lien waiver from all subcontractors (regardless of tier) and material and equipment suppliers on those account the Contractor is seeking payment in the application for payment for the total amount of such payment requested; (3) a partial unconditional lien waiver from the Contractor for the sum of all previous paid progress payments;

Insert the following paragraphs immediately following GC-15.01.E.3:

- 4. Notwithstanding any other provision of the contract documents to the contrary, if Contractor disputes any determination by the Owner or Engineer with regard to an application for payment or a certificate for payment, the Contractor must nevertheless continue to prosecute the Work expeditiously.

5. The Contractor shall keep the funds encumbered for the work free and clear of all claims as defined under Ohio Revised Code Section 1311.25, et seq., which claims are also referred to throughout the Contract Documents as liens. Notwithstanding any other provision of the Contract Documents to the contrary, if any such claim is filed or asserted, or where there is any reason to believe that any such claim may be filed or asserted at any time, the Owner may refuse to make any payment otherwise due to the Contractor or withhold from any payment due the Contractor a sum sufficient, in the opinion of the Owner or as required by law, to pay all obligations and expenses necessary to satisfy such claim and to indemnify the Owner against any such claim and until the Contractor furnishes satisfactory evidence that the indebtedness and the claim in respect thereof, if any, has been satisfied, discharged, and released of record, if any, as provided by law pending the resolution of any dispute between the Contractor and the entity filing such claim. If such evidence is not furnished by the Contractor to the Owner within a period of seven (7) days after demand therefore, the Owner may discharge such indebtedness as provided by law and deduct the amount required therefore together with any and all losses, costs, damages and attorneys' fee (incurred through an attorney of the Owner's choosing) suffered or incurred by the Owner from any sum payable to the Contractor. If payments then and thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall immediately pay the difference to the Owner. Final payment to the Contractor may be withheld until the work and any funds encumbered therefore are free and clear of any and all claims or rights thereto arising because of the Work performed or materials furnished under the Contract Documents.

**SC-15.03 Substantial Completion**

Add the following new sub paragraph to paragraph GC-15.03.B:  
In the event that the Contractor fails to achieve substantial completion of the work within the contract times, the Owner and the Contractor acknowledge it would be difficult, if not impossible, to determine the actual damages to the Owner. Consequently, the Owner and the Contractor agree that as liquidated damages and not as a penalty, the Contractor must pay or credit to the Owner the liquidated damages per diem sums set forth in Section 4.03 of the Agreement for each day beyond the contract times that the Contractor fails to achieve substantial completion in accordance with the requirements of the Contract Documents.

**SC-15.06 Final Payment**

Add this additional paragraph immediately after GC-15.06.D:

- E. Notwithstanding any provision of the Contract Documents to the contrary, (a) the Owner may make final payment or any part thereof jointly to the Contractor and its subcontractors (regardless of tier) and material and

equipment suppliers; and (b) final completion of the Work will not occur until:

1. The Work is entirely complete in accordance with the Contract Documents;
2. The Contractor has fulfilled all of its duties and obligations under the contract (other than warranty and similar obligations which survive final completion);
3. The Contractor delivers to the Owner a final unconditional lien waiver from the Contractor and each of the Contractor's subcontractors (regardless of tier) and material and equipment suppliers; and
4. The Contractor has fulfilled all of its project close-out obligations, including, but not limited to, providing all maintenance and operating instructions and manuals, and all plans, certificates, bonds, guarantees, and other documents required by the Contract Documents to the construction manager or Owner as appropriate.