



ADDENDUM NO. 3

DATE OF ISSUE

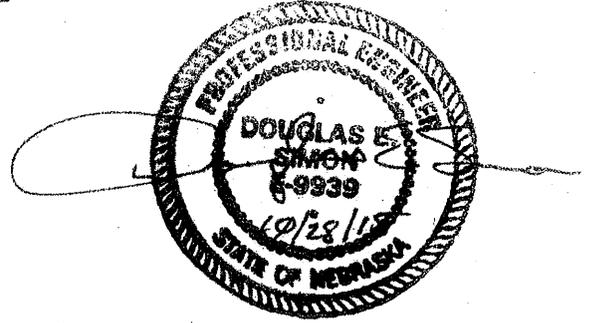
October 26, 2015

DATE OF ADVERTISEMENT

September 2, 2015

DATE OF BID OPENING

November 18, 2015



PROJECT NO.: OPW 52494-MISSOURI RIVER WASTEWATER TREATMENT PLANT BANK STABILIZATION

NOTICE TO PLAN HOLDERS:

THE FOLLOWING CHANGES, CORRECTIONS, CLARIFICATIONS OR ADDITIONS SHALL BE MADE TO THE CONTRACT DOCUMENTS FOR THE ABOVE NAMED PROJECT AND SHALL BE BINDING AS IF INCORPORATED INTO THE ORIGINAL CONTRACT DOCUMENTS. THIS ADDENDUM SHALL BE ACKNOWLEDGED ON PAGE 00 41 13-1 ARTICLE 3.01 A. OF THE BID FORM.

The following shall be revised, deleted, clarified or modified. Deletions are denoted using ~~strikethrough text~~. Additions are denoted using **bold text**.

I. PROJECT MANUAL

- a. Bid Form, Section 00 41 13. Delete Section in its entirety and replace with the attached Bid Form, Section 00 41 13.
- b. Measurement and Payment, Section 01 22 00. Delete Article 1.2 G.1. o. in its entirety and replace with the following.
  - o. **Item 9000.025 – Bench Scale Testing – Deep Soil Mixing**
    - 1) **Bid item shall include all material, equipment, labor, and materials testing necessary to perform the bench scale testing and reporting requirements as specified. Payment will be on a lump sum basis.**
  - p. **Item 9000.050 – Field Validation Program – Deep Soil Mixing**
    - 1) **Bid item shall include all material, equipment, labor, and materials testing necessary to perform the field validation program and reporting requirements as specified. Payment will be on a lump sum basis.**
  - q. **Item 9000.100 – Construct Deep Soil Mixing Stabilization**

1. Bid item shall include all material, equipment, and labor necessary to construct the deep mixing method elements and perform field quality control. The temporary relocation and replacement of timber matting, surface course, and geotextile fabric to complete the construction shall be considered subsidiary to this bid item. Initial installation and removal of the timber matting, surface course, and geotextile fabric following construction shall be paid for separately. Item shall be measured and paid for based on the unit contract price per cubic yard. The Contractor will be paid 50 percent of the installed volume at the time of production with the balance due upon submittal of acceptable test results for the samples associated with the pay application.
- r. Item 9200.100 – Site Grading
  1. Bid item shall include all material, equipment, and labor necessary to grade within the construction corridor to create a more uniform ground surface while maintaining positive drainage to the Missouri River to allow for the reestablishment of wetlands. This shall include any fine grading that may be required following construction to maintain positive drainage to the Missouri River upon project completion. Grading shall be limited to movement of soils within the construction corridor. No imported soil may be used. Payment shall be on a lump sum basis.

## II. PROJECT PLANS

- a. Refer to Sheets 2 of 16, Index of Drawings, General Notes, and Legend. Add the following to General Site Notes.
  19. **UPON NOTICE BY THE CONSTRUCTION MANAGER OR OWNER, THAT THE MISSOURI RIVER LEVEL AT THE USGS GAUGE AT I-480 IS AT 24 FEET AND RISING, CONTRACTOR IS TO REMOVE CONTRACTOR'S STAFF, MATERIALS, AND EQUIPMENT FROM THE AREA TO HIGHER/FLOOD PROTECTED GROUND TO ALLOW FOR INITIATION BY OWNER OF OWNER'S FLOOD OPERATIONS AND EMERGENCY PLANT ASSET PROTECTION PROCEDURES. REGARDLESS OF WHETHER OWNER IMPLEMENTS OWNER'S FLOOD OPERATIONS AND EMERGENCY PLANT ASSET PROTECTION MEASURES. OWNER IS NOT RESPONSIBLE FOR THE PROTECTION OF CONTRACTOR'S WORKS IN THE EVENT OF FLOODING.**
- b. Refer to Sheets 4 through 8 of 16, Site Plan and Sheets 10 through 14 of 16, SWPPP and Landscaping Plan. Change construction corridor dimension from 30 feet to 40 feet. Delete dimension from OHWM to eastern edge of Construction Corridor limits.
- c. Refer to Sheets 6 of 16, Site Plan - K. Add the following to General Sheet Notes.
  5. **NOT USED**
- d. Refer to Sheets 4 through 8 of 16, Site Plan. Delete Coordinate Table and Coordinate Table contents in their entirety. Add the following to General Sheet Notes.

6. **CONSTRUCTION CORRIDOR IS TO BE LIMITED TO 40 FEET WITH A 30 FOOT WIDE WORKING CORRIDOR TO BE CONSTRUCTED AND MAINTAINED WITHIN THE CONSTRUCTION CORRIDOR TO BE USED FOR THE CONSTRUCTION OF THE DEEP SOIL MIXING STABILIZATION ELEMENTS.**
  7. **CONSTRUCTION MANAGER, DESIGN ENGINEER AND CONTRACTOR TO FIELD LOCATE CONSTRUCTION AND WORKING CORRIDORS PRIOR TO START OF CONSTRUCTION. EASTERN EDGE OF CONSTRUCTION CORRIDOR TO BE LOCATED AS CLOSE AS IS SAFELY POSSIBLE TO THE MISSOURI RIVER CHANNEL TO FACILITATE CONSTRUCTION OF THE DEEP SOIL MIXING STABILIZATION ELEMENTS AS CLOSE AS IS SAFELY POSSIBLE TO THE MISSOURI RIVER CHANNEL, BUT NO CLOSER THAN FIVE FEET WEST OF THE MISSOURI RIVER ORDINARY HIGH WATER MARK OR COORDINATE REFERENCE POINT AT ANY LOCATION.**
  8. **CONTRACTOR MAY GRADE WITHIN THE LIMITS OF THE CONSTRUCTION CORRIDOR TO CREATE A MORE UNIFORM GROUND SURFACE BUT MUST MAINTAIN POSITIVE DRAINAGE TOWARDS THE MISSOURI RIVER. THE FINISHED GRADE MUST BE BELOW ELEVATION 975. USE OF FILL MATERIAL TO CREATE A MORE UNIFORM GROUND SURFACE IS PROHIBITED.**
- e. Refer to Sheet 5 of 16, Site Plan - I. Add the following to the end of General Sheet Notes 5.

**SHOULD CONTRACTOR DAMAGE INSTRUMENTS, CONTRACTOR SHALL REPLACE IN-KIND AT CONTRACTORS EXPENSE. NORTH INCLINOMETER NORTHING 525715.80 EASTING 2760800.45, NORTH SETTLEMENT POINT NORTHING 525715.16 EASTING 2760805.36, NORTH PIEZOMETER NORTHING 525714.32 EASTING 2760812.33.**

- f. Refer to Sheet 7 of 16, Site Plan - M. Add the following to the end of General Sheet Notes 5.

**SHOULD CONTRACTOR DAMAGE INSTRUMENTS, CONTRACTOR SHALL REPLACE IN-KIND AT CONTRACTORS EXPENSE. MIDDLE INCLINOMETER NORTHING 525090.55 EASTING 2760791.43, MIDDLE SETTLEMENT POINT NORTHING 525091.60 EASTING 2760795.41, MIDDLE PIEZOMETER NORTHING 525094.73 EASTING 2760804.73.**

- g. Refer to Sheet 8 of 16, Site Plan - O. Add the following to the end of General Sheet Notes 5

**SHOULD CONTRACTOR DAMAGE INSTRUMENTS, CONTRACTOR SHALL REPLACE IN-KIND AT CONTRACTORS EXPENSE. SOUTH INCLINOMETER NORTHING 524623.61 EASTING 2760938.94, SOUTH SETTLEMENT POINT NORTHING 524622.78 EASTING 2760951.80, SOUTH PIEZOMETER NORTHING 524622.77 EASTING 2760966.34.**

- h. Refer to Sheets 10 through 14, SWPPP and Landscaping Plan.

Plan view callout related to silt fence. Delete the following text from the note ~~6 INCHES INSIDE LIMITS OF CONSTRUCTION~~ and replace with **TO BE INSTALLED**

GENERAL SHEET NOTES: NOTE 4. Add the following at the end of the note.  
**WETLAND TURF: FLOODPLAIN MIXTURE BY UNITED SEEDS. FURNISH GRASS MIXTURE IS TO BE COMPRISED OF WESTERN WHEATGRASS WITH A PURITY OF 31.00% AND GERMINATION OF 85%, VIRGINIA WILD RYE WITH A PURITY OF 24.00% AND GERMINATION OF 84%, BIG BLUESTEM – PAWNEE WITH A PURITY OF 14.00% AND GERMINATION OF 84%, SWITCHGRASS NE28 WITH A PURITY OF 7.70% AND GERMINATION OF 85%, CANADA WILD RYE WITH A PURITY OF 7.70% AND GERMINATION OF 86%, AND FOX SEDGE WITH A PURITY OF 4.15% AND GERMINATION OF 83%. T PURE IS TO BE 90.80 PERCENT, CROP 0.37 PERCENT, INERT 8.77 PERCENT, WEEDS 0.05 PERCENT, AND NO NOXIOUS WEEDS. SEEDING RATE IS TO BE 20 POUNDS PER ACRE.**

**SUBMIT CERTIFICATION OF GRASS SEED MIXTURE IN ACCORDANCE WITH FEDERAL SEED ACT, SEED VENDOR'S CERTIFIED STATEMENT FOR EACH GRASS SEED MIXTURE REQUIRED, STATING BOTANICAL AND COMMON NAME, PERCENTAGE BY WEIGHT, AND PERCENTAGES OF PURITY, GERMINATION, AND WEED SEED FOR EACH GRASS SPECIES. TEST SEED ACCORDING TO THE ASSOCIATION OF OFFICIAL SEED ANALYST, INTERNATIONAL SEED TESTING ASSOCIATION, AND THE FEDERAL SEED ACT STANDARDS. TEST SEED SHALL BE ACCOMPANIED BY A CERTIFICATE OF ANALYSIS FURNISHED BY A CERTIFIED TESTING LABORATORY. ALL SEED SHALL BE SUBJECT TO INSPECTION AND CONCURRENCE BY THE CONTRACTOR BEFORE THE SUBCONTRACTOR IS AUTHORIZED TO PROCEED WITH THE SEEDING OPERATION.**

**CERTIFY AS TESTED THE FOLLOWING INDIVIDUAL SEED TYPES:**

**PURITY AND GERMINATION: BEFORE SEED IS USED, RETEST FOR GERMINATION ALL SEED STORED OVER SIX MONTHS FROM THE DATE OF THE ORIGINAL ACCEPTANCE TEST, AND RESUBMIT THE RESULTS FOR INSPECTION.**

**FURNISH THE CONTRACTOR WITH CERTIFICATION FROM THE SUPPLIER THAT EACH LOT OF SEED HAS BEEN TESTED BY A CERTIFIED TESTING LABORATORY FOR SEED TESTING WITHIN 6 MONTHS OF DATE OF DELIVERY. THIS STATEMENT SHALL INCLUDED THE FOLLOWING: NAME AND ADDRESS OF LABORATORY; DATE OF TEST; LOT NUMBER OF EACH SEED TYPE; RESULTS OF TESTS, INCLUDING NAME, PERCENTAGE OF PURITY AND GERMINATION, PERCENTAGES OF WEED CONTENT FOR EACH KIND OF SEED FURNISHED, HARD SEED CONTENT, AND IN CASE OF SEED MIXTURES, PURE LIVE SEED (PLS) PROPORTIONS OF EACH KIND OF SEED AS SPECIFIED.**

**INFORMATION REGARDING THE SEED MIXTURE SHALL BE PROVIDED BY THE SEED VENDOR ON EACH STANDARD SEALED CONTAINER LABEL. THE LABELS SHALL INCLUDE THE FOLLOWING INFORMATION: SEED MIXTURE NAME; LOT NUMBER; TOTAL NET WEIGHT AND PLS WEIGHT OF EACH SEED TYPE; PERCENTAGES OF PURITY AND GERMINATION; SEED COVERAGE, IN ACRES, ON A PLS BASIS; PERCENTAGE OF MAXIMUM WEED SEED CONTENT CLEARLY MARKED FOR EACH SEED TYPE; SEED SHALL BE PACKAGED BY THE VENDOR SUCH THAT THE ACRE COVERAGE OF EACH CONTAINER IS EQUAL FOR CONVENIENCE OF INVENTORY.**

**PACK SEEDS OF THE LATEST SEASON'S CROP FOR DELIVERY IN SUITABLE RODENT-PROOF BAGS IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE. IF SEEDS ARE STORED AFTER DELIVERY TO THE WORK SITE, STORE IN A COOL, DRY, AND WEATHERPROOF PLACE IN A MANNER THAT PROTECTS THE SEED FROM DETERIORATION AND PERMITS EASY ACCESS FOR INSPECTION. DELIVER SEED AND SEED MIXTURES IN A SEALED CONTAINER. REJECT WET, MOLDY, OR OTHERWISE DAMAGED SEED PACKAGES. REMOVE UNACCEPTABLE MATERIALS FROM THE JOB SITE. ALL LABELING REQUIRED BY LAW SHALL BE INTACT AND LEGIBLE.**

**UPON COMPLETION OF THE CONSTRUCTION OF DEEP SOIL STABILIZATION AND REMOVAL OF ALL CONSTRUCTION MATERIALS, EQUIPMENT, AND DEBRIS FROM THE CONSTRUCTION CORRIDOR, CONTRACTOR IS TO VERIFY THAT THE TOPOGRAPHY IS SUCH THAT IT DRAINS TOWARDS THE MISSOURI RIVER AND PERFORM FINE GRADING, AS NEEDED, TO REMOVE ANY RUTS THAT MAY HAVE BEEN CREATED DURING CONSTRUCTION.**

**PROVIDE SOIL PREPARATION FOR ALL AREAS TO BE SEEDED OR SODDED. LOOSEN SUBGRADE OF ALL AREAS TO BE SEEDED OR SODDED TO A MINIMUM OF 8 INCHES BY ROTOTILLING. MOISTEN PREPARED GRASS AREAS BEFORE PLANTING IF SOILS ARE DRY. WATER THOROUGHLY AND ALLOW SUFACE MOISTURE TO DRY BEFORE PLANTING GRASS. DO NOT CREATE A MUDDY SOIL CONDITION. RESTORE GRASS AREAS TO SPECIFIED CONDITION IF ERODED OR OTHERWISE DISTURBED PRIOR TO PLANTING. DO NOT USE WET SEED OR SEED, WHICH IS MOLDY OR OTHERWISE DAMAGED IN TRANSIT OR STORAGE.**

**III. ATTACHMENTS**

- a. Bid Form, Section 01 41 13
- b. Questions and Responses.
- c. USACE Section 404 Individual Permit NOW-2008-00298-WEH – Missouri River Waste Water Treatment Plant Expansion

SECTION 00 41 13 – BID FORM

PROJECT IDENTIFICATION: City of Omaha –OPW 52494 CSO, MISSOURI RIVER  
WASTEWATER TREATMENT PLANT BANK STABILIZATION

**Bid Submission by:** \_\_\_\_\_

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EJCDC® C-410, Bid Form for Construction Contracts.  
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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:  
City of Omaha, Nebraska  
Omaha/Douglas Civic Center  
1819 Farnam Street, Omaha, Nebraska, 68131

herein after referred to as Owner.

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 and furnish 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 Contract Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Section 00 11 13 -Invitation to Bid and Section 00 21 13 - Instructions To Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance until the City Council awards the Contract to the Successful Bidder. Successful Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Documents within 14 days after the date of Owner's Notice of Award.

**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>Addenda No.</u>	<u>Addenda Date</u>

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, and Underground Facilities and Utilities at or adjacent to the Site that have been identified in the Supplementary Conditions, if any, 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, if any, especially with respect to Technical Data in such reports and drawings.

- E. Bidder accepts the determination set forth in Paragraphs SC-5.03 and 5.06 of the Supplementary Conditions, if any, of the extent of the "Technical Data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Paragraphs 5.03 and 5.06 of the General Conditions.
- F. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.
- G. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities and Utilities at or adjacent to the Site.
- H. Bidder has obtained and carefully studied (or assumes responsibility for having done so) 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; all reasonable additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions; 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.
- I. 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.
- J. 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.
- K. 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.
- L. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Bidding Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Owner as described in Section 00 21 13 - Instructions To Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.
- M. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- N. 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 anything 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.
- E. Bidder has completed and attached the following:
  - 1. Exhibit “A” – Small & Emerging Small Business Program Participation Disclosure Form.
  - 2. Exhibit “B” – Required Bidder’s Qualification Statement in the form of executed “Certificate of Compliance” Form.
  - 3. Exhibit “C” – Responsible Contractor Compliance Form (RC-1).
  - 4. Exhibit “D” – Inclusivity Plan Template for Contractors.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**UNIT PRICE BID**

Total Base Bid Price (Schedule of Prices)	\$
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5.02 The Schedule of Prices on the following page itemizes the unit quantities. Unit prices and extensions shall be completed by Bidder:

## SCHEDULE OF PRICES

Line	Bid Item #	Description	Quantity	Unit Price	Unit	Total
1	1200.001	Mobilization/Demobilization, Bonds, Permits and Insurance	1	\$ _____	LS	\$ _____
2	101.100	SWPPP Maintenance Allowance	1	\$ <u>30,000</u>	LS	\$ <u>30,000</u>
3	202.500	Environmental Allowance	1	\$ <u>5,000</u>	LS	\$ <u>5,000</u>
4	101.000	Install Silt Fence	3,500	\$ _____	LF	\$ _____
5	101.001	Install Orange Safety Fence	3,500	\$ _____	LF	\$ _____
6	101.040	Install Construction Entrance	4	\$ _____	EA	\$ _____
7	102.000	Clearing and Grubbing – General	1	\$ _____	LS	\$ _____
8	102.010	Clearing and Grubbing Trees over 9” to 18” Diameter	12	\$ _____	EA	\$ _____
9	102.020	Clearing and Grubbing Trees over 18” to 27” Diameter	12	\$ _____	EA	\$ _____
10	301.250	Install Geotextile Fabric	6,000	\$ _____	SY	\$ _____
11	302.100	Construct Temporary Aggregate Surface Course	3,000	\$ _____	TON	\$ _____
12	510.000	Timber Matting	4,500	\$ _____	SY	\$ _____
13	802.100	Final Grading and Site Restoration	1.6	\$ _____	ACRE	\$ _____
14	900.012	Project Signs	2	\$ _____	EA	\$ _____
15	9000.025	Bench Scale Testing - Deep Soil Mixing	1	\$ _____	LS	\$ _____
16	9000.050	Field Validation Program – Deep Soil Mixing	1	\$ _____	LS	\$ _____
17	9000.100	Construct Deep Soil Mixing Stabilization	40,000	\$ _____	CY	\$ _____
18	9200.100	Site Grading	1	\$ _____	LS	\$ _____

- 5.03 The undersigned understands that the "Quantity" called for in the "Schedule Of Prices" is subject to increase or decrease, and hereby proposes to perform all quantity of Work, as increased or decreased, in accordance with the plans and the provisions of the specifications at the unit price.
- 5.04 Unit Prices have been computed in accordance with Paragraph 13.03B of the General Conditions.
- 5.05 Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

**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, in the event of failure to complete the Work within the times specified in the Agreement.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in the form of \_\_\_\_\_.
  - B. A tabulation of sub-contractors, suppliers, or other individuals or entities for the following portions of the Work as listed below, required by the Supplementary Conditions, if any, or who have a portion of the Work in excess of 10 percent of the total amount of Bid.

[ \_\_\_\_\_ Subcontract]:  
 \_\_\_\_\_

[ \_\_\_\_\_ Subcontract]:  
 \_\_\_\_\_

[ \_\_\_\_\_ Subcontract]:  
 \_\_\_\_\_

- C. Exhibit "A" - Small & Emerging Small Business Program Participation Disclosure Form.
- D. Exhibit "B" - Certificate of Compliance Form.

- E. Exhibit "C" - Responsible Contractor Compliance Form (RC-1).
- F. Exhibit "D" - Inclusivity Plan Template (Contractor).

**ARTICLE 8 – ADDRESS FOR COMMUNICATIONS**

8.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

- A. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 9 – DEFINED TERMS**

- 9.01 *ESB* – From Omaha Municipal Code 10-200.1 the term "emerging small business" or "ESB," wherever used, shall mean a business entity whose size is no greater than ten percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- 9.02 The terms used in this Bid with initial capital letters have the meanings stated in Sections 00 21 13 - Instructions To Bidders, 00 72 13 - General Conditions, and 00 73 00 - Supplementary Conditions, if any.

**ARTICLE 10 – BID SUBMITTAL**

10.01 This Bid is submitted on the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ by the entity named below.

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)

(Individual's name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)

(Firm name)

\_\_\_\_\_  
(General partner)

Business address: \_\_\_\_\_

A Corporation

By \_\_\_\_\_ (SEAL)

(Corporation name)

\_\_\_\_\_  
(State of incorporation)

By \_\_\_\_\_ (SEAL)

(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_

(Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (SEAL)

(Name)

\_\_\_\_\_

(Address)

By \_\_\_\_\_ (SEAL)

(Name)

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

**END OF SECTION**

**ATTACHMENTS TO THIS SECTION**

1. Exhibit "A" – City of Omaha Small & Emerging Small Business Program Participation Disclosure Form
2. Exhibit "B" – Certificate of Compliance Form
3. Exhibit "C" – Responsible Contractor Compliance Form
4. Exhibit "D" – Inclusivity Plan Template (Contractor)

06/12/2015



CITY OF OMAHA OPW 52494, MISSOURI RIVER WASTEWATER TREATMENT PLANT BANK STABILIZATION

BID FORM

00 41 13

EXHIBIT A -1

**EXHIBIT "B"**

**"CERTIFICATE OF COMPLIANCE"**

A Corporate Contractor, in submitting this Proposal, hereby represents that the Corporation has complied with all Nebraska Statutory requirements, which are prerequisite to its being qualified to do business in the State of Nebraska, or that it will take all steps necessary to so qualify, if the successful bidder.

---

Name of Corporation

---

Officer

---

Title

---

Nebraska Resident Agent

If Foreign Corporation:

**CITY OF OMAHA OPW 52494, MISSOURI RIVER WASTEWATER TREATMENT PLANT BANK  
STABILIZATION  
BID FORM  
00 41 13  
EXHIBIT B -1**

EXHIBIT "C"

**Responsible Contractor Compliance Form  
RC-1**



Regulations:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. **Filing this Report (please initial in the boxes below):**

- Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.
- Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).
- Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).
- Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.
- Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.
- Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a \$500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

REV 2014/08/14

**CITY OF OMAHA OPW 52494, MISSOURI RIVER WASTEWATER TREATMENT PLANT BANK STABILIZATION  
BID FORM  
00 41 13  
EXHIBIT C-1**

**EXHIBIT "D"**  
**INCLUSIVITY PLAN TEMPLATE**  
**(CONTRACTOR)**

**DATE:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SOLICITATION NUMBER:** \_\_\_\_\_

**CITY OF OMAHA'S STRATEGIC PLAN ECONOMIC INCLUSION OUTLINE VISION**

*To create a culture of economic inclusivity in the City of Omaha that maximizes development in disadvantaged areas, to enhance job growth, to expand business capacity, to build collaborative community partnerships, and to sustain long-term success for community stakeholders.*

1. The following addresses the Contractor's plan to collaborate and partner with the City of Omaha and implement the spirit of the City's Economic Inclusive initiative on this project. For each element of this plan, provide your company's strategy expressed in quantifiable terms with metrics for monitoring compliance.

A. Subcontract:

1. This City of Omaha has an overall goal of achieving 14 percent Small and Emerging Business (SEB) participation in its contracts and procurements. In this section, describe how your company will participate in helping the City achieve this goal beyond the minimum required participation reserve on this project.
2. Describe in detail, what your company will do to unbundle traditional scopes of work to create more feasible opportunities for certified Small Business (SB), ESB and historically underutilized businesses.
3. Describe in detail, your community engagement and outreach to promote and educate businesses on upcoming subcontracting opportunities and how to do business with your company.
4. Describe in detail, your companies plan to assist the City in encouraging historically underutilized businesses to certify with the City's SEB Program.

B. Workforce Development:

1. Contractor shall describe how job openings will be published, where and frequently.
2. Contractor shall provide a detailed description of your organization's approach to increasing employment of individuals from high poverty census tracts in Omaha, NE, and from typically underutilized population groups on this project, and within your organization.
3. Contractor shall collaborate with Heartland Workforce Solutions and/or list all other workforce development organizations it will collaborate with to educate and/or train persons about upcoming job qualifications, with a focus on increasing diversity and economic opportunities.

C. Youth:

1. With the objective to stimulate and maintain youth interest, provide a list of applicable industry activities that your company commits to sponsor for youth engagement. Provide your estimated timeline for completion.

D. Other:

1. Contractor may add additional items your company will conduct to enhance inclusivity for this specific contract.

2. Administration:

A. For the administration of the Economic Inclusive Plan, a designated Plan Administrator should be noted here. This person is one that has the qualifications, capacity and authority within your company to address deficiencies, make changes, train Contractor's staff, and subcontractors on the components of the Plan, and any other requirements necessary to fully administer the plan according to the specific benchmarks submitted with the plan and the responsibilities listed below:

1. The Contractor's Economic Inclusion Plan Administrator is \_\_\_\_\_, their specific responsibilities include:
  - a. Monitor goals outlined in this plan and report progress.
  - b. Assuring certified SB and ESB and historically underutilized business enterprises have an equitable opportunity to compete for subcontracts.
  - c. Coordinating participating in outreach conferences, trade fairs, and training sessions to the certified SB and ESB and historically underutilized business community with City's Public Works Department and CSO's Program Management Team.
  - d. Collaborate with organizations that assist and train in the area of workforce development and business advocacy.
  - e. Participating in early procurement planning to ensure that equitable opportunities are identified for certified SB and ESB, and historically underutilized business.

3. Deliverables:

A. Contractor shall provide compliance data/reports with each invoice providing performance status against each stated goal. If Contractor is not meeting any stated goal; as outlined in this Inclusivity Plan; the Contractor shall provide a Corrective Action Plan, outlining their strategy to meet the goal(s).

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*(Economic Inclusion Plan Administrator: Name)*

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*(Date)*

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*(Project Manager: Name)*

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*(Date)*

## QUESTIONS AND RESPONSES

The following summarizes questions received to date regarding the subject project. Responses to comments are noted using **bold italicized underline text**.

1. Section 01 22 00, Part 1.2.G.1.o states that Deep Soil Mixing will be paid for based on the unit contract price per cubic yard. Please confirm that this volume will be measured by multiplying the number of soil mix columns times the volume per column. **RESPONSE: Measurement is based on the sum of the treated volume of the deep soil mixing elements installed (i.e. treated volume of each deep soil mixing element will be computed and the total determined by adding the individual element volumes together.) Payment will be in accordance with Section 01 22 00 Measurement and Payment article 1.2.G.q.1.**
2. Section 01 22 00 Part 1.2.G.6 states that Mobilization / Demobilization / Bonds are not to exceed 5 % of the contract value. Given the value of the work, this is not realistic. Please consider increasing to \_\_\_ % or eliminating the requirement. **RESPONSE: Refer to Section 01 22 00 Measurement and Payment Articles 1.2.G.6 a and 1.2.G.6 b.**
3. Section 31 32 13.13i, Part 1.03E and Table 1 detail the allowable geometric parameters. Please provide cross sections to illustrate the vertical geometry anticipated and existing ground surface. **RESPONSE: Surveyed cross sections were provided as part of Addendum No. 2.**
4. Section 31 32 13.13i, Part 1.05C refers to the Testing Agency. Please clarify if the Testing Agency will be retained by the Owner or the Contractor. **RESPONSE: The Testing Agency will be retained by the Owner for sample storage and strength testing. The contractor is responsible for sampling.**
5. Section 31 32 13.13i, Part 2.01.A.1 requires Type II Portland Cement. Is Type I/II acceptable? **RESPONSE: Yes.**
6. Section 31 32 13.13i, Part 3.04.D requires each element to extend “to the bottom elevation (or required penetration into bearing layer)”. Please provide bottom elevations and/or required penetration depth. **RESPONSE: The bottom elevation is determined by refusal. Specific refusal criteria based on penetration speed, vertical load from the mixing tool, mixing energy, and/or power consumption needed for mixing tool penetration must be developed during the field validation program. The criteria should be consistent with the subsurface conditions encountered in the borings and CPT soundings presented in the reference documents.**
7. Section 31 32 13.13i, Part 3.04.E requires quality control testing on each element for the field validation program, completed prior to production. Please confirm that all test elements must be cored per Article 3.08 and clarify if production work can begin prior to coring and material breaks, which cannot be completed for a minimum of 14 days. **RESPONSE: The field validation program, including strength testing, must be completed before production work can begin. Test elements are to be cored per Article 3.08. Refer to Section 31 32 13.13 Deep Soil Mixing – Dry Method Article 3.04 E.1.**
8. Section 31 32 13.13i, Part 3.01.B indicates that elements are to be constructed “to the lines, grades, and cross sections indicated”. Part 3.01.G.1 indicates that elements are to be installed

“with the lines and grades shown in the plans”. Please provide referenced cross sections and drawings indicating lines and grades to construct the elements. **RESPONSE: Information regarding the lines is presented on sheets 4 – 8 of the drawings. Information regarding the cross sections is presented on sheet 9 of the drawings. Information regarding grade is determined by existing grade at the site and refusal during the deep mixing process.**

9. Drawing Sheet 2, Note 15 references the “Missouri River Post 2011 Flood Inspection & Assessment Final Report” and Missouri River Bank Stabilization and Navigation Project (BNSP) O&M Manual. Please make these reports available for bidders. **RESPONSE: Included as additional reference material through Addendum No. 2.**
10. Drawing Sheets 4-8, Note 1 references the “Wetland Delineation Report for MRWWTP Bank Stabilization”. Please make this report available for bidders. **RESPONSE: Included as additional reference material through Addendum No. 2.**
11. Drawing Sheet 4 calls out “Schedule B1 Construction Limits” and Drawing Sheet 5 calls out utilities to be removed and constructed by “Schedule B1 Contractor”. Please clarify that work by Schedule B1 Contractor is not in this Contract. **RESPONSE: Work is to be completed by Schedule B1 Contractor and is not included in this Contract.**
12. Please clarify why 2 rigs are assumed to be operating concurrently. Is this a requirement? **RESPONSE: The assumption for 2 rigs operating concurrently was based on project completion date requirements and production rates from published case studies. The contractor is not required to use multiple rigs if they can meet the required completion date with a single rig.**
13. Is it possible to have the construction corridor cleared in the near future to facilitate a better understanding of the topographical condition of the corridor? **RESPONSE: Clearing and grubbing of the construction corridor is included as part of the construction and not permitted at this time. Pictures along a portion of the alignment taken last winter have been included as part of Addendum No. 2 for reference.**
14. Is there a specific rock specification or gradation for the rock to be used for the temporary surface course as described in the summary of work? **RESPONSE: This is temporary surface course to provide a level working platform during construction and must be removed following construction. Specified in accordance with City Standard Specifications for Public Works Construction as noted on the Drawings Sheet 2 General Site Notes 14. Refer to City Standard Specifications for Public Works Construction Sections 300 and 301.**
15. Is there a specific geotextile fabric specification for the geotextile to be used for the geotextile fabric as described in the summary of work? **RESPONSE: Refer to City Standard Specifications For Public Works Construction as noted on the Drawings Sheet 2 General Site Notes 14. Refer to City Standard Specifications for Public Works Construction Sections 300 and 301.**
16. Will submittals be required for any portion of the technical portions of the work since there are no specifications for this work? (examples such as)
  - a. Rock for temporary surface course. **RESPONSE: Yes. Refer to City Standard Specifications For Public Works Construction as noted on the Drawings Sheet 2 General Site Notes 14. Refer to City Standard Specifications for Public Works Construction Sections 300 and 301.**

- b. Geotextiles **RESPONSE: Yes. Refer to City Standard Specifications For Public Works Construction as noted on the Drawings Sheet 2 General Site Notes 14. Refer to City Standard Specifications for Public Works Construction Sections 300 and 301.**
- c. Seed materials **RESPONSE: Yes. Refer to City Standard Specifications For Public Works Construction as noted on the Drawings Sheet 2 General Site Notes 14. Refer to City Standard Specifications for Public Works Construction Sections 800 and 802. See also item II. h. included as part of Addendum No. 3.**
- d. SWPPP materials and installations **RESPONSE: Yes. Refer to City Standard Specifications For Public Works Construction as noted on the Drawings Sheet 2 General Site Notes 14. Refer to City Standard Specifications for Public Works Construction Section 101.**
17. Is an Emergency Action Plan required as it relates to the USACE? **RESPONSE: No.**
18. If no Emergency Action Plan is required, and the river does rise, who dictates the ability to continue construction? **RESPONSE: Refer to the added Addendum No. 3 General Site Notes Note 19 on Drawings Sheet 2.**
19. Who declares if the wetlands have been brought back to preconstruction standards? It appears that most of the wetlands are merely weeds. **RESPONSE: The USACE will ultimately decide if the wetlands have been restored based on annual monitoring and reporting to be completed by others contracted separately with the Owner as required as part of the permit. The Contractor is responsible for the re-establishment of the wetlands vegetation per the specifications. Refer to Article 802.04 of City of Omaha – Public Works Construction Standard Specifications for Public Works Construction 2014.**
20. As a point of clarification, what is the actual USACE involvement with this project, as it relates to construction and permits needed in the areas of this project? **RESPONSE: A copy of the letter received from the USACE dated August 25, 2015 regarding 2008-00298-WEH – Amendment #2 – Deep Soil mixing for Bank Stabilization was included as part of Addendum No. 2. A copy of the USACE Section 404 Individual Permit NOW-2008-00298-WEH – Missouri River Waste Water Treatment Plant Expansion is included as an attachment to Addendum No. 3. The monitoring and reporting requirement regarding the re-establishment of the temporarily impacted wetland areas will be performed by others outside of this construction contract. No work is being performed within the levee critical area so a USACE Section 408 permit is not required as discussed at the Pre-Bid conference.**
21. At this point in time it is hard to declare the actual thickness of temporary rock surface course. It does appear that the rock could be substantially higher than the rip rap at the river's edge. What has been taken into consideration to prevent rock from sloughing off into the river's edge as construction operations take place? In conjunction with this what would be the course of action if the river became higher than the rip rap, security fence, and silt fence, and the rock became eroded by the river? **RESPONSE: Through Addendum No. 3 the construction corridor is being widened, a working corridor is being added within the widened construction corridor, clarification is being provided on the construction corridor alignment to allow for the safe construction of the deep soil stabilization elements, and the Contractor shall be allowed to grade within the construction corridor to create a more uniform ground surface from which to construct the improvements. With these clarifications and modifications the thickness of the temporary crushed rock aggregate to create a level working platform should be reduced and the potential for movement greatly reduced. Routine maintenance of the construction corridor and properly maintained silt fence along the eastern boundary of the construction corridor**

**should prevent rock from entering the Missouri River Channel. In the event of a flooding event, it would not be expected that the Contractor would be required to remove the temporary working platform, however, if required refer to Section 00 72 13 General Conditions of the Construction Contract Article 4.05.**

22. If the silt fence could not be installed at the river's edge as a result of subsoil obstacle (such as rip rap) what would be the anticipated action the engineer and or USACE would require? **RESPONSE: Minor field modifications may be required to maintain a 30 foot wide working corridor which must be coordinated through the Construction Manager in consultation with the CSO Program Management Team, City and Project Team as needed.**
23. On dwg. 051BS-C-2309 has a note stating "Install and maintain continuous silt fence 6-inches inside limits of disturbance. With this in mind the corridor is now only 29' wide max. This would mean that rock, mating and construction activities would also have to be set back away from the silt fence, and not depending on the silt fence to hold rock in place. With that in mind the corridor for actual drilling operations will be considerably more narrow than the 30' indicated. Would it be possible to get the corridor widened on the western edge the length of the project? **RESPONSE: Construction corridor is being widened to 40 feet as part of Addendum No. 3 and the restriction that the required silt fence be installed 6-inches inside the limits of disturbance is being removed. The 40 foot wide corridor must be field identified by Construction Manager, Design Engineer, and Contractor prior to start of construction.**
24. As a point of clarification on sheet 051BS-C-5001, Note 1 All operators/contractors must confirm with the applicant that any and all applicable governmental approvals have been received prior to the start of work. Is there anything that contractors should be aware of pre bid as it relates to this note? **RESPONSE: No. The required permits have been obtained.**
25. There is a concern that if an unforeseen obstacle is hit below grade, what actions can be taken to move around the obstacle. It is understood that more elements would be installed per unit pricing as required if it is a small obstacle. However, what is to be done if the obstacle is large enough in size that it cannot be overcome by merely adding additional elements? An example would be if a large obstacle was hit and it drastically affected multiple shear walls?
- Could the obstacle be dug out? **RESPONSE: No.**
  - Are additional permits necessary if dig out of obstacle is required? **RESPONSE: Obstacles may not be dug out.**
  - How large of a gap could there be between shear walls, and still meet the overall needs of the dry soil mixing? **RESPONSE: Refer to 31 32 13.13 Deep Soil Mixing – Dry Method Article 1.03 E. Table 1 which identifies a maximum clear spacing between shear walls of 6 feet and a minimum area replacement ratio of 0.42.**
26. It is believed that the specification for this project can be met, however if the 100psi specification cannot be met, what would be the action necessary to remedy elements that do not meet specifications? **RESPONSE: Ability to meet the performance requirements in Article 1.03 of 31 32 13.13 must be confirmed during the field validation program in Article 3.04 of 31 23 13.13. In the event that performance requirements are not met during production, remedial action will depend on the type of failure and may include repair of the failing section of an element or installation of a replacement element adjacent to the failed element. The Contractor is responsible for repair or replacement costs.**

27. Will more information be provided from the pre bid meeting in the next addenda? **RESPONSE:** *Pre-Bid Meeting summary minutes were included with Addendum 2.*
28. Will the sign in sheet be included in the next addenda? **RESPONSE:** *A copy of the Pre-Bid Meeting Sign-In Sheet was included with Addendum 2.*
29. a) Section 00 21 13 Instructions to Bidders - Article 4.02(C) Adequacy of Data: directs bidders to Paragraphs 5.03, 5.04 and 5.05 of the General Conditions with regard to "responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities and Utilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions . . .".
- b) Section 00 21 13 Instructions to Bidders - Article 5.01(F) requires bidders to agree that "no further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of its Bid . . .".
- c) Section 00 72 13 General Conditions of the Construction Contract - Paragraph 5.03(B) says the Contractor may rely on the test reports and technical data provided in the Specifications, but then states that the Contractor may not make any claim against the Owner based upon any such reports or data being incomplete or inaccurate.

QUESTIONS:

- 1) Are Contractors expected to rely on the completeness and accuracy of the information, including test reports and technical data, provided regarding subsurface conditions and other physical conditions? **RESPONSE:** *As specified in Section 00 72 13 General Conditions of the Construction Contract Article 5.03 B. the Contractor may rely on the accuracy of the technical data contained within these reports. The Contractor shall not make a claim against the Owner for any interpretation of the data as contained within these reports. Should the Contractor believe that any subsurface or physical condition that is revealed at the site is materially different from the technical information provided then Section 00 72 13 General Conditions of the Construction Contract Article 5.04 may apply.*
- 2) Will the Contractor both be entitled to additional compensation and a time extension if such conditions are not as represented and the Contractor incurs delay or extra costs as a result? **RESPONSE:** *The Contractor shall receive compensation for the treated volume of deep soil mixing elements meeting the requirements of the Bid Documents. Should additional elements be required, these elements will be paid for at the contracted unit price for the Construct Deep Soil Mixing Stabilization and consideration given for a time extension in accordance with the General Conditions of the Construction Contract. Refer to Section 00 72 13 General Conditions of the Construction Contract Article 5.04.*
30. Section 00 72 13 General Conditions of the Construction Contract - Paragraph 5.05(A) says that the information in the Contract Documents with respect to Underground Facilities and Utilities was provided by others. It does not say that Bidders can rely on that information. In addition, Paragraph 5.05A(1) says that "Owner and Engineer do not warranty or guarantee the accuracy or completeness of any such information . . ." and 5.05(A)(2) requires the Contractor to include in its bid the cost of "reviewing and checking" all the information provided regarding Underground Facilities and Utilities at the Site.

Section 00 72 13 General Conditions Of The Construction Contract - Paragraphs 5.05(B) through (E), however, appear to provide for additional compensation to the Contractor if the

Underground Facilities and Utilities at the Site are different than as shown in the Bid Documents.

QUESTIONS:

- 1) Are Contractors expected to rely on the completeness and accuracy of the information provided regarding Underground Facilities and Utilities? **RESPONSE: Refer to Section 00 72 13 General Conditions of the Construction Contract Article 5.05 F.**
  - 2) Will the Contractor both be entitled to additional compensation and a time extension if such conditions are not as represented and the Contractor incurs delay or extra costs as a result? **RESPONSE: Refer to Section 00 72 13 General Conditions of the Construction Contract Article 5.05 F.**
31. Section 00 72 13 General Conditions of the Construction Contract - Paragraph 15.01(G.1.j.) says that the calculation of liquidated damages shall include "but not be limited to" costs incurred by the Owner to administer and manage the Project after the final day of the Contract. It then sets forth some costs that will be included in that calculation, but also implies that other unspecified costs may be included as well. Contractors are used to seeing a "per day" amount for liquidated damages, not an itemization of categories of some but not all costs that will be included in a calculation of liquidated damages. A method of calculating actual damages seems inconsistent with the concepts of liquidated damages.

QUESTIONS:

- 1) Is there a "per day" dollar amount or cap on liquidated damages? **RESPONSE: Refer to Section 00 52 13 AGREEMENT Article 4.03 A. Liquidated damages for failure to achieve Substantial Completion within 210 days after the date when the Contract Time commence to run is \$2,200 per day. Liquidated damages for failure to achieve Final Completion within 240 days after the date when the Contract Time commence to run is \$1,100 per day.**
- 2) If liquidated damages are not limited to the specified elements, what else will be included in the calculation? **RESPONSE: Liquidated damages have been estimated based on the elements specified in the referenced Article 14.01 G.1.j of Section 00 72 13 General Conditions of the Construction Contract..**
- 3) If there is not a "per day" dollar amount or cap on liquidated damages, what are the daily costs for each of the items that will be used in the calculation to determine the cost for Liquidated Damages? **RESPONSE: Liquidated damages are a defensible estimate of the additional costs that the Owner would incur to complete construction. Documentation to support the liquidated damages identified for this project will be provided should liquidated damages be assessed and challenged in a court of law.**

