

ADDENDUM NO. 1

April 22, 2024

**Oak Leaf
Sanitary and Improvement District No. 362 of
Sarpy County, Nebraska**

Water Main

Phase II

FSE Project No. 001.006

From: FoleyShald Engineering, LLC
14503 Grover Street, Suite 102
Omaha, NE 68144
402-804-3993
jsiel@foleyshald.com

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to take precedence over and become part of the original bidding documents. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of **10** pages.

CHANGES/CLARIFICATIONS:

- A. CLARIFICATIONS:** The OWNER is anticipating an **August 2024** construction start date.

Water main installation is expected to occur before street paving. Therefore, the contractor will be expected to remobilize after paving is complete to set valve boxes and hydrants. This bid item shall include all costs associated with remobilizing, including, but not limited to moving equipment & materials, temporary fittings, and re-excavation. Working days will not be counted while paving construction prevents work.

Per correspondence with the City of Papillion, the water main pipe will be Pressure Class 350 Ductile Iron Pipe (equivalent to Thickness Class 50). Contrary to MUD specifications, Class 52 DIP and zinc coating will not be required.

- B. BID FORM:** Remove and replace with the attached bid form. Reference to sanitary sewer has been removed.
- C. BID BOND:** Remove and replace with the attached bid bond. The bid date has been updated.

Revised Documents are attached for reference.

END OF ADDENDUM

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BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

SANITARY & IMPROVEMENT DISTRICT NO. 362 OF SARPY COUNTY, NEBRASKA

c/o FoleyShald Engineering, LLC.

14503 Grover Street, Suite 102

Omaha, NE 68144

OAK LEAF 2 – WATER MAIN

72nd Street & Capehart Road

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—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	1	LS		
2	INSTALL SILT FENCE	500	LF		
3	MAINTAIN SILT FENCE	500	LF		
4	REMOVE SILT FENCE	500	LF		
5	CONNECT TO EXITING MAIN	3	EA		
6	INSTALL 12" X 12" CUT IN TEE W/BACKING BLOCK	2	EA		
7	REMOVE END OF MAIN HYDRANT ASSEMBLY	1	EA		
8	REMOVE 12" PLUG	2	EA		
9	CONSTRUCT 8" D.I.P. WATER MAIN	4,944	LF		
10	CONSTRUCT 12" D.I.P. WATER MAIN	3,292	LF		
11	CONSTRUCT TYPE I HYDRANT ASSEMBLY	13	EA		
12	CONSTRUCT TYPE 7 HYDRANT ASSEMBLY	1	EA		
13	CONSTRUCT 8" GATE VALVE, M.J. & BOX	17	EA		
14	CONSTRUCT 12" GATE VALVE, M.J. & BOX	13	EA		
15	CONSTRUCT 8" X 8" TEE, M.J. W/BACKING BLOCK	3	EA		
16	CONSTRUCT 12" X 12" TEE, M.J. W/BACKING BLOCK	3	EA		
17	CONSTRUCT 12" X 8" REDUCER, M.J.	4	EA		
18	CONSTRUCT 8" X 11.25 DEGREE BEND, M.J. W/BACKING BLOCK	6	EA		
19	CONSTRUCT 8" X 22.5 DEGREE BEND, M.J. W/BACKING BLOCK	13	EA		
20	CONSTRUCT 8" X 45 DEGREE BEND, M.J. W/BACKING BLOCK	9	EA		
21	CONSTRUCT 12" X 11.25 DEGREE BEND, M.J. W/BACKING BLOCK	1	EA		
22	CONSTRUCT 12" X 45 DEGREE BEND, M.J. W/BACKING BLOCK	8	EA		
23	CONSTRUCT 12" X 90 DEGREE BEND, M.J. W/BACKING BLOCK	2	EA		
24	CONSTRUCT 8" X 45 VERTICAL BENDS, M.J. W/BACKING BLOCK	6	EA		
25	CONSTRUCT 12" X 45 VERTICAL BENDS, M.J. W/BACKING BLOCK	16	EA		
26	CONSTRUCT 8" X 8" CROSS, M.J.	1	EA		
27	CONSTRUCT 12" X 12" CROSS, M.J.	2	EA		
28	INSTALL SEEDING, SUBDIVISION MIX	5	AC		
29	EXPLORATORY EXCAVATION	5	HR		
30	REMOBILIZATION	1	EA		
TOTAL					\$

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Unit Prices)*

Total Bid Price of _____ dollars and _____ cents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 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.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: S.I.D. No. 362 of Sarpy County, NE c/o Larry Jobeun Fullenkamp, Jobeun, Johnson, & Beller 11440 W Center Road, Ste C Omaha, NE 68144	Bid Project: Oak Leaf 2 – Water Main Location: 72nd & Capehart Road Bid Due Date: May 2, 2024
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.