



To: All Plan Holders of Record

From: Verdantas, LLC
For the Owner

***Re: Addendum No. 1
Woods Ridge Elevated Water Storage Tank
Scioto County Regional Water District No. 1***

Date: April 7, 2025

This Addendum forms a part of the contract documents and modifies the original bidding documents dated August 2024 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

BID FORMS

The Bid Form (SECTION 004100) has been **REVISED** to align the stated bid opening date, bid opening time and the project completion date to the previously advertised information. The revised Bid Form annotated "Addendum No. 1 – April 7, 2025" has been attached to this addendum. All bids submitted for the project must utilize the revised Bid Form. Any bids submitted that do not utilize the revised Bid Form shall be deemed non-responsive.

PROCUREMENT AND CONTRACTING DOCUMENTS

1. SECTION 005200 – AGREEMENT

REPLACE this section in its entirety with the updated Section 005200 – Agreement attached to this addendum and annotated "Addendum No. 1 – April 7, 2025".

Enclosures

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SECTION 004100 - BID FORM

SCIOTO COUNTY REGIONAL WATER DISTRICT NO. 1
WOODS RIDGE ELEVATED WATER STORAGE TANK

ARTICLE 1 BID RECIPIENT

1.01 Bids will be received until 10:30 A.M., local time, April 18, 2025.

1.02 Bids shall be submitted to:

Scioto County Regional Water District No. 1
181 State Route 728
Lucasville, OH 45648

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 10 days after the 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, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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 all: (1) 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 (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing 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 Bidding Documents 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 Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are 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 will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 FURTHER REPRESENTATIONS

4.01 Bidder further represents 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 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 sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 BASIS OF BID

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

BID FORM

SCIOTO COUNTY REGIONAL WATER DISTRICT NO. 1
WOODS RIDGE ELEVATED WATER STORAGE TANK

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. 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, determined as provided in the Contract Documents.

All specified cash allowances are included in the price(s) set forth below and have been computed in accordance with Paragraph 11.02 of the General Conditions.

A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid. All words and numbers shall be in ink.

Furnish and install, complete, 16'-9" dia. x 83'-5" tall AWWA D103 glass-lined, bolted steel, potable water storage tank and related appurtenances as outlined within the Drawings and Specifications.

Total Lump Sum Cost \$ _____

_____ Dollars _____ Cents

ARTICLE 6 TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially completed on or before March 1, 2026, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before March 31, 2026.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of _____ in the
(*Bid Guaranty, Bond, Check, et al.*)
amount of _____ Dollars (\$ _____)
as required by the Instructions to Bidders.
- B. Bidder's Qualifications.
- C. Certification of Non-Segregated Facilities.
- D. Non-collusion Affidavit.
- E. State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects (Pages 004400-10 through 004400-12).

ARTICLE 8 DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 COMMUNICATIONS

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

Name: _____

Street: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

ARTICLE 10 BID SUBMITTAL

10.01 Bid Submittal Date: _____, 20____.

10.02 State Contractor License No. _____. (if applicable)

10.03 This Bid submitted by:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (SEAL)

Attest: _____
(Signature -- attach evidence of authority to sign)

Business address: _____

Phone No.: _____ Fax No.: _____

Date of Authorization to do business is ____ / ____ / ____.

Sworn and subscribed to before me this ____ day of _____, _____

____ Notary Public

My Commission expires: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

(Each joint venturer 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.)

Sworn and subscribed to before me this ____ day of _____, _____

____ Notary Public

My Commission expires: _____

END OF SECTION

SECTION 005200 - AGREEMENT

THIS AGREEMENT is by and between _____

(hereinafter all Owner) and _____

(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a 138,000 gallon, AWWA D103, glass-lined, bolted steel, standpipe and related appurtenances.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Scioto County Regional Water District No. 1
Woods Ridge Elevated Water Storage Tank

ARTICLE 3 ENGINEER

3.01 The Project has been designed by CT Consultants, Inc. (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed on or before March 1, 2026, and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before March 31, 2026.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the following daily charge:

Original Contract Amount		Daily Charge / Calendar Day
<u>From More Than</u>	<u>To and Including</u>	
\$ 0	\$ 100,000	\$ 500
100,000	500,000	800
500,000	1,000,000	1,000
1,000,000	3,000,000	1,200
3,000,000	5,000,000	1,500
5,000,000		2,000

For each day that expires after the Dates specified in Paragraph 4.02, liquidated damages as indicated above per calendar day shall be paid by the Contractor to the Owner until the Date requirements are met.

ARTICLE 5 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A

of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, Owner will retain an amount equal to 8% of each progress payment application until 50% of the Work has been completed. At 50% completion, further progress payment applications shall be paid in full to the Contractor and no additional amounts will be retained unless the Engineer certifies to the Owner that the job is not proceeding satisfactorily. Amounts previously retained shall not be paid to the Contractor until substantial completion of the Work. At 50% completion of the Work, or any time thereafter when the character and progress of the Work is not satisfactory to Owner on the recommendation of Engineer, additional amounts may be retained, but in no event shall the total retainage be more than 8% of the value of the Work completed.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Material Stored on Site

A. Payment for material and equipment delivered and not incorporated shall be at the rate of 92% of the invoice value of such material. The balance of such invoiced value shall be paid when such material is incorporated into and becomes a part of the work completed to date. Such material compensated in this manner shall become the property of the Owner under the Contract while it remains in storage, but if such material is stolen, destroyed, or damaged by casualty before being used, Contractor shall replace it at his own expense.

6.04 Escrow of Retainage

A. Upon completion of 50% of the Contract, as evidenced by the payments of at least 50% of the value of the Contract to Contractor, monies held in retainage shall be placed in an escrow account in accordance with Chapter 153 of the Ohio Revised Code.

6.05 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- | | |
|---------|--------------------|
| First: | Written Amendments |
| Second: | Agreement |
| Third: | Change Orders |

- Fourth: Addenda
- Fifth: Supplementary Conditions
- Sixth: General Conditions
- Seventh: Specifications
- Eighth: Drawings

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

ARTICLE 8 CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor 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. Contractor 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. Contractor has carefully studied all: (1) 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 (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any 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 Documents.

G. Contractor 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 Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (page 005200-1 to _____, inclusive).
2. Bid Guaranty and Contract Bond (pages 004300-1 to _____, inclusive).
3. Contract Bond (pages _____ to _____, inclusive).
4. Other bonds
 - a. _____ (page _____ to _____, inclusive).
 - b. _____ (page _____ to _____, inclusive).
 - c. _____ (page _____ to _____, inclusive).
5. General Conditions (pages 007000-1 to _____, inclusive).
6. Supplementary Conditions (pages 008000-1 to _____, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings _____

inclusive incorporated herein by reference with each sheet bearing the following general title:

9. Addenda (_____).

10. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed (pages 005500-1 to 005500-1, inclusive);
- b. Contractor's Bid (pages 004100-1 to _____, inclusive);
- c. Supplemental Unit Prices are included as part of the Agreement except as noted:

(_____);
- d. Delinquent Personal Property Tax Affidavit;
- e. Evidence of Contract Bond
(letter dated _____ attached);
- f. Documentation submitted by Contractor prior to Notice of Award

(_____);
- g. (_____);

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Work Change Directives;
- b. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____,
(which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Name: _____

Name: _____

Address: _____

Address: _____

City, State, Zip _____

City, State, Zip _____

Phone: _____

Phone: _____

Fax No.: _____

Fax No.: _____

E-mail: _____

E-mail: _____

Designated
Representative: _____

Designated
Representative: _____

License No.: _____
(Where applicable)

Agent for Service of Process:

INSTRUCTIONS FOR EXECUTING AGREEMENT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR'S official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to sign such Agreement for and in behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the following certificate should be executed:

I, _____, certify that I am the
_____ of the corporation named as CONTRACTOR herein above; that
_____ who signed the foregoing agreement on behalf of
CONTRACTOR was then _____ of said corporation; that said
Agreement was duly signed for and in behalf of said Corporation by authority of its governing
body, and is within the scope of its corporate powers.

CORPORATE SEAL

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have/has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

CERTIFICATE OF OWNER'S FISCAL OFFICER

I, the undersigned, _____, the duly authorized and acting fiscal representative of _____, do hereby certify as follows:

that the amount required to meet the above obligation has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

END OF SECTION