

**ADDENDUM NO. 1
TO
PLANS AND SPECIFICATIONS
FOR THE
WWTP IMPROVEMENTS
BID PACKAGE NO. 1
TREATMENT FACILITY IMPROVEMENTS

FAIRFIELD, IOWA**

TO ALL PLAN HOLDERS:

This Addendum No. 1 shall be attached to and become part of the Contract Documents for the "WWTP IMPROVEMENTS – BID PACKAGE NO. 1, TREATMENT FACILITY IMPROVEMENTS – FAIRFIELD, IOWA" project. The Specifications and Plans shall be changed and added to as follows:

BIDDING AND CONTRACT DOCUMENTS

1. **Section 00 11 10, Notice of Letting:** The Bid Letting has been rescheduled to February 15, 2017 @ 1:00 p.m. Additionally, the Prebid Conference has been rescheduled to February 1, 2017 @ 1:30 p.m. Remove Section 00 11 10 and replace with enclosed Revised Section 00 11 10R1.

If you have any questions, please contact Joseph M. (Mike) Starkey at 309-626-9090.

Very truly yours,

McCLURE ENGINEERING COMPANY



Joseph M. Starkey, P.E.
Sr. Project Engineer

Enclosures: Section 00 11 10R1, Notice of Letting

SECTION 00 11 10

NOTICE OF LETTING

Sealed Bid Proposals will be received by the City of Fairfield, Iowa (the "Owner"), at the office of the City Clerk, located at 118 South Main Street, Fairfield, Iowa 52556 before 1:00 p.m., on the 15th day of February, 2017, for the construction of certain wastewater system improvements and work incidental thereto on a construction project described in general as "WWTP IMPROVEMENTS – BID PACKAGE NO. 1, TREATMENT FACILITY IMPROVEMENTS", and as described in detail in the Drawings and Specifications for said improvements now on file at the Owner's office located at 118 South Main Street, Fairfield, Iowa, 52556. Bid Proposals will be opened, read, and tabulated by Owner and their Engineers at 1:00 p.m., on the 15th day of February, 2017, in the City Council Chambers located at 118 South Main Street, Fairfield, Iowa 52556.

A Prebid Conference is scheduled to be held at 1:30 p.m., on the 1st day of February 2017, in the City Council Chambers located at 118 South Main Street, Fairfield, Iowa, 52556.

The City of Fairfield will consider Bids at 7:00 p.m., on the 27th day of February, 2017, in the City Council Chambers located at 118 South Main Street, Fairfield, Iowa 52556.

The Work involved includes:

- 1) New Influent and Stormwater Pump Structure.
- 2) New Headworks Building.
- 3) New Oxidation Ditch with Jet Aeration Mixing System and ancillary RAS pumps
- 4) Modifications to two (2) existing Oxidation Ditch / Final Clarifier structures.
- 5) New 70-ft diameter Final Clarifier.
- 6) New Oxidation Ditch Blower Building with four (4) positive displacement blowers.
- 7) New UV Disinfection and Plant Water Structure with vertical UV disinfection system, plant water pumps, and UV seasonal bypass.
- 8) Conversion of existing 90-ft diameter sludge holding tank to Aerobic Digester with Jet Aeration Mixing System.
- 9) New 90-ft diameter Aerobic Digester with Jet Aeration Mixing System.
- 10) Expansion and completion of internal modifications to existing Control Building. Work primarily includes construction of a new Laboratory; conversion of existing laboratory to Men's Locker Room; expanded conference space; replacement of sludge pumps; and sludge pumping modifications.
- 11) Sludge removal and land application of sludge out of existing primary clarifiers, sludge holding tank, anaerobic sludge digesters, and polishing pond.

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- 12) Construction of new Inlet Structure within existing 10 MG EQ (Lower) Basin and associated valving and piping.
- 13) Construction of new Outlet Structure within existing 10 MG EQ (Lower) Basin and associated valving and piping.
- 14) Site Grading, Gravel Paving, piping, and seeding.
- 15) Electrical, HVAC, Control Equipment, and SCADA.
- 16) All other work as required by the Contract Documents.

The project is located at the Fairfield Wastewater Treatment Plant, 2275 Marigold Blvd., Fairfield, Iowa 52556.

All work and materials are to be in strict compliance with the Drawings and Specifications prepared by McClure Engineering Company, P.C., of North Liberty, Iowa, which, together with the proposed form of contract and estimate of cost have heretofore been approved by the Owner and are now on file for public examination in the office of the City Clerk at City Hall 118 South Main Street, Fairfield, Iowa, 52556 and are by this reference made a part hereof as though fully set out and incorporated herein.

All bids must be filed with the Office of City Clerk of the Owner before the time herein set. All bids shall be made on forms furnished by the Owner, and must be enclosed in a separate sealed envelope and plainly identified. All Bidders must submit and sign the Bid Proposal Form in the Specifications (Section 00 41 00). All attachments included in Section 00 41 00 – Bid Proposal Form, shall be signed and submitted with the Bid Package.

Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or a Certified Share Draft in a separate sealed envelope in an amount equal to ten (10) percent of the total amount bid. If Bid Bond is submitted, it must be on the form provided with the Contract Documents. The Certified Check or Cashier's Check shall be drawn on a state-chartered or federally-chartered bank. A Certified Share Draft shall be drawn on a state-chartered or federally-chartered credit union. Certified Checks, Cashiers Checks or Certified Share Drafts shall be made payable to the City of Fairfield, as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required Performance and Payment Bonds and Certificate of Insurance.

The Certified Check, Cashier's Check or Certified Share Draft may be cashed, or the Bid Bond forfeited and the proceeds retained as liquidated damages if the Bidder fails to execute a contract or file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within ten (10) days after the acceptance of his proposal by resolution of the Owner. No bidder may withdraw a proposal within ninety (90) days after the date set for opening bids. The checks of the unsuccessful bidders will be promptly returned to them after award of the Contract.

The method of construction of all improvements shall be by contract in accordance with the Drawings and Specifications and general stipulations for said improvements approved by the Owner. Payment for the cost of such improvements will be made in cash to be derived from such fund or funds as are legally available for such purpose.

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Payment to Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five (95) percent of the Contract value of the Work completed during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor. Subject to the approval of the Engineer, who will certify each approved estimate to the City for payment on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of the work by the Owner, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Payment must also be in accordance with Chapter 26 of the Code of Iowa and will be made "after the completion and final acceptance of the improvement" as provided in Section 572.13 of the Code of Iowa. No such partial or final payment will be due until the Contractor has certified that the materials, labor and services involved in each instance have been paid for in accordance with requirements stated in the Specifications.

Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in these Specifications.

Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase, or withdraw from inventory, building materials for the contract free from sales tax. Refer to Article 22 of the Instructions to Bidders.

The successful Bidder will be required to furnish a corporate surety bond in an amount equal to one-hundred (100) percent of the Contract Price. Said Bond to be issued by a responsible surety approved by the Owner and authorized to do business in the State of Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than one (1) year from the time of acceptance of the improvements by the Owner. Successful bidder shall also be required to provide Payment Bond as provided in the Specifications. All Bonds subject to the appropriate requirements in Code of Iowa 573.2 through 573.5.

The Work performed under the proposed Contract shall be commenced within ten (10) days after issuance of the "Notice to Proceed." The Work shall be substantially completed on or before July 1, 2019, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 14, 2019. Failure to meet the final completion date will result in liquidated damages of \$1,000.00 per calendar day.

Drawings and Bidding Documents and Contract Documents governing the construction of the Work have been prepared by McClure Engineering Company of North Liberty, Iowa. Drawings and Specifications and the proceedings of the Owner, referring to and defining said proposed improvements, are hereby made a part of the Notice and the proposed Contract shall be executed in compliance therewith. Copies of said Drawings and Bidding Documents and Contract Documents are now on file with the Owner in their office at 118 South Main Street, Fairfield, Iowa, for examination by bidders.

Paper copies of Drawings and Bidding Documents and Contract Documents with Proposal forms may be obtained from McClure Engineering Company, 1740 Lininger Lane, North Liberty, Iowa, 52317 (Phone 319-626-9090) upon request. The request shall be accompanied by a certified check (made payable to McClure Engineering Company) in the amount of One Hundred and Fifty Dollars (\$150.00) for 11 by 17-inch Drawings and Two Hundred and Fifty Dollars (\$250.00) for 24 by 36-inch Drawings. Payment will be refunded if the Drawings and Documents are 1) returned of within fourteen (14) days after the Award of the Project and 2) the Drawings and Documents are in a reusable condition. If they are not returned, or returned past the deadline, or are not in a reusable condition as judged by the Engineer, the deposit shall be forfeited.

00 11 10 - 3R1

Complete digital project Bidding Documents and Contract Documents and Drawings are available at www.questcdn.com. You may download the digital documents at no cost by inputting Quest project number #4743035 on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

Owner will receive and consider bids on the Project and will award a single Contract. The award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE, subject to Owner's right to enter into such contract, or contracts, as it may deem to be in the best interests of the Owner. Selected Alternate Bid Items will be considered in determination of low bidder for award of Contract(s).

Each Bidder shall fully comply with the requirements, terms and conditions, to make good faith efforts to ensure that certified Disadvantaged Business Enterprise (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance funds (including SRF loans). DBEs must be certified through the Iowa Department of Transportation (DOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at http://www.iowadot.gov/contracts/contracts_eeoaa.htm.

Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System web site at <http://www.epls.gov/> will be prohibited from the bidding process. Anyone submitting a bid who is listed on this web site will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

A Contractor's Debarment and Suspension/Certification is contained in the Specifications; however, this Certification should not preclude any interested party from ascertaining whether the certifying person is actually on the U.S. General Services Administration Excluded Parties List System.

To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the Proposal may result in the Proposal being deemed nonresponsive and rejected.

The Owner hereby reserves the right to reject any or all bids and to waive informalities and irregularities, and to enter into such contract, or contracts, as it may deem to be in the best interests of the Owner.

Published by the order of the City Council of Fairfield, Iowa.

OWNER: CITY OF FAIRFIELD, IOWA

By: Ed Malloy
Mayor

ATTEST:

Joy Messer
City Clerk

00 11 10 - 4R1