

DATE: January 9th, 2012

ADDENDUM #2 TO GLENDALE/REXFORD STREET URBANIZATION AND LYNNDALE RECREATIONAL TRAIL

PROJECT NAME: GLENDALE/Rexford Street Urbanization and Lynndale Recreational Trail

LOCATION: GRAND CHUTE, WISCONSIN

OMNNI PROJECT NUMBER: M1338A09

The following amends the original contract documents dated December 2011 and becomes a part of the contract documents.

CHANGES TO SPECIFICATIONS:

Special Provisions: Bid date in special provisions was listed as January 10th which was incorrect. Correct bid date revised in the special provisions to match the ad for bid date. Reissued pages 2 and 3 of special provisions with this addendum.

Bid Form: Concrete driveway quantity on bid form has been changed. Reissued entire Bid Form Section with this addendum.

Please contact me with any questions pertaining to the bid documents and plans.

Sincerely,



Todd Schneider
Project Manager
OMNNI Associates, Inc.
One Systems Drive
Appleton, WI 54914
Office: 920.735.6900
Direct: 920.830.6184

5. Clarification of Information

In case of discrepancy, calculated dimensions shall govern over scaled dimensions; special provisions will govern over technical, standard and supplemental specifications and plans; plans will govern over standard and supplemental specifications; and supplemental specifications will govern over standard specifications.

The Engineer will decide all issues concerning errors and omissions that are not otherwise resolved by logical conclusion or contract modification. Both parties to the Contract shall inform each other as to any discrepancies they uncover, and neither the Contractor nor the Engineer shall take advantage of any error omission. In no case shall any work proceed in uncertainty.

It is the intention of the specifications and drawings to provide a job complete in every respect. Contractors are to be responsible for this result and to turn over the project in complete operating condition regardless of whether the drawings and specifications cover every individual item in minute detail.

On all drawings, figures take precedence over measurements by scale. Large-scale details take precedence over small scale details. In the event figures are missing, consult the Engineer. Do not scale drawings. In the event of a conflict between wording in the specifications and drawings, consult the Engineer.

Certain schedules may accompany the drawings in order to accommodate the contractors and to avoid a confusing amount of lettering on the drawings. They are intended to be used in conjunction with the drawings and specifications, but are not to be interpreted as in any manner modifying or restricting such drawings or the specifications. Schedules are furnished as a convenience only, and there is no guarantee that any schedule includes all of the work or materials required by the drawings and specifications.

6. Wisconsin State Specifications

The latest edition of the "**Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction**" and the "**Standard Specifications for Sewer and Water Construction in Wisconsin**" shall be incorporated as a part of these specifications and will govern work under this contract except where superseded by the appropriate "Technical Provisions" or these "Special Provisions".

7. Specifications

The Contractor should familiarize himself with all the required standards and specifications that are to be incorporated with this contract. Should there be any conflict or question as to what requirement shall be used, the Owner and/or Engineer will determine the most appropriate specification to fulfill the intent of this project.

The decision of the Owner and/or Engineer will be final.

8. Construction Drawings (Plans)

Construction to be done is indicated on the plans.

9. Prequalification of Bidders/Listing of Subcontractors

Perspective bidders shall be aware of "Bidders Proof of Responsibility" to be filed with the Town of Grand Chute by **4:00 P.M.** at least five (5) business days (**January 12, 2012**) prior to bid opening.

All subcontractors shall be listed on the attachment to the bid form. All firms on this list shall have attended the Pre-bid Meeting.

10. Bid Opening

All bids shall be delivered to the offices of the Town of Grand Chute. **Bids must be delivered to the Town of Grand Chute no later than 11:00 A.M. local time January 19, 2012.** The bids will be opened at **2:00 P.M., Local Time, on January 19, 2012,** at the Town of Grand Chute Town Hall, 1900 Grand Chute Boulevard, Grand Chute, WI, 54113.

11. Miscellaneous Removals and Items Not Listed In "Bid Form"

The construction limits for this project extend past the existing right-of-way. Landscape items encountered in the area outside of the right-of-way shall be carefully removed and set aside for the homeowner.

Driveway culverts shall be carefully removed and set aside for the homeowners. If the homeowner does not want the culvert it shall become the property of the Town of Grand Chute. The Town will arrange for them to be picked up and removed from the site.

Sundry items which are incidental to or required in the construction of the work but are not included as items in the estimate of quantities shall be considered an integral part of the contract, and all labor, materials, etc., required for such items shall be furnished by the Contractor and the cost included in the unit price bid for other items of work.

12. Bid Bond

Bid Bond on this project shall be equal to ten (10) percent of the bid, payable to the Town of Grand Chute.

13. Additions/Deletions

The Owner reserves the right to add or delete any or all portions of this project. Such additions or deletions will not affect unit prices as bid in the Proposal.

14. Public Information Meeting Representative

The Contractor will be required to send an authorized representative to the public informational sessions that will be held with the Owner, Engineer, and property owners. The date and time have yet to be determined. The meeting will be held at the Town of Grand Chute Town Hall, 1900 Grand Chute Boulevard, Grand Chute, WI, 54113.

15. Agencies or Parties Having Authority Over the Work

Mr. Tom Marquardt
Director of Public Works
Town of Grand Chute
1900 Grand Chute Blvd.
Grand Chute, WI 54913

16. Traffic Control

The Contractor will be required to provide traffic control in all areas impacted by construction of these improvements, and in compliance with all applicable laws and regulations.

This project will entail a great deal of operational coordination in order to get completed in a timely and efficient manner with traffic control a major component of this effort. The Contractor will be required to control traffic in a manner that conforms with and to the requirements of the MUTCD and WisDOT.

The traffic control must be able to minimally accommodate local two-way traffic at all times there is no work on the project. The Contractor will be allowed to completely close the road in order to properly excavate and grade the roadway subgrade. Access **MUST** still be provided for emergency vehicles at all times. Any road closure will require a detour with appropriate signage to be provided by the Contractor. The Contractor shall notify and have approval of the Engineer and Town of Grand Chute prior to placing the detour into effect.

IX. BID FORM

**PROJECT IDENTIFICATION: Glendale & Rexford Street Urbanization
Contract #01-2012**

THIS BID IS SUBMITTED TO: Town of Grand Chute
c/o Karen Weinschrott
1900 Grand Chute Boulevard
Grand Chute, WI 54913

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and 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 day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda, receipt of all which is hereby acknowledged:

Addendum Number

Date of Addendum

(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, performance and furnishing 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, performance and furnishing of the Work.

(d) BIDDER has carefully studied all 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 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which

BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. 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 Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, 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.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following prices.

UNIT PRICE BID

Glendale & Rexford Street Urbanization

NO.	ITEM	ESTIMATED QUANTITY		UNIT PRICE	TOTAL ESTIMATED PRICE
A1	Saw Existing Pavement	268	LF	\$	\$
A2	Remove Existing Curb & Gutter	27	LF	\$	\$
A3	Remove Existing Driveway Culvert	8	Each	\$	\$
A4	Remove Driveway	531	SY	\$	\$
A5	Replace Hydrant Bolts	2	EACH	\$	\$
A6	Replace Valve Bolts	3	EACH	\$	\$
A7	Replace Mainline Tee/Cross Bolts	2	EACH	\$	\$
A8	Pulverize & Salvage Existing Pavement	2,135	SY	\$	\$
A9	Reconstruct Manhole	2	EACH	\$	\$
A10	Adjust Valve	2	EACH	\$	\$
A11	Adjust Hydrant	2	EACH	\$	\$
A12	Relocate Exist. 8" Water Main	20	LF	\$	\$
A13	Relocate Exist. Water Service	20	LF	\$	\$
A14	Replace Curb Stop & Box	8	EACH	\$	\$
A15	Excavation	1	LS	\$	\$
A16	Geotextile Fabric	3,428	SY	\$	\$
A17	Undercutting (EBS)	115	CY	\$	\$
A18	3" Dense Graded Base	2,285	TON	\$	\$
A19	1 1/4" Dense Graded Aggregate Base	1,220	TON	\$	\$
A20	30" Curb and Gutter (Mountable)	25	LF	\$	\$
A21	30" Curb and Gutter (Barrier)	1,400	LF	\$	\$
A22	Fine Grading	2,828	SY	\$	\$

NO.	ITEM	ESTIMATED QUANTITY		UNIT PRICE	TOTAL ESTIMATED PRICE
A23	Asphalt Pavement Binder	460	TON	\$	\$
A24	Asphalt Pavement Surface	310	TON	\$	\$
A25	3" Bituminous Driveway	550	SY	\$	\$
A26	24" Stop Bar - White	30	LF	\$	\$
A27	6" Concrete Driveways	360	SY	\$	\$
A28	Pavement Markings - Turn Arrows	2	Each	\$	\$
A29	4" Storm Sewer Service	151	LF	\$	\$
A30	8" Storm Sewer	100	LF	\$	\$
A31	12" Storm Sewer	220	LF	\$	\$
A32	15" Storm Sewer	265	LF	\$	\$
A33	8" Metal End wall	1	EACH	\$	\$
A34	15" Metal End wall	1	EACH	\$	\$
A35	Catch Basins	4	EACH	\$	\$
A36	Yard Drains	3	EACH	\$	\$
A37	Storm Manhole	27	VF	\$	\$
A38	Select Granular Backfill (Limestone Screenings)	556	Tons	\$	\$
A39	Restoration	3,000	SY	\$	\$
A40	Remove/Reset Mailboxes	8	Each	\$	\$
A41	Type D Inlet Protection	11	Each	\$	\$
A42	Silt Fence	272	LF	\$	\$
A43	Medium Rip Rap	2	CY	\$	\$
A44	Rock Bag Ditch Checks	11	Each	\$	\$
A45	Clear and Grub Trees	8	Each	\$	\$
A46	Erosion Mat	300	SY	\$	\$
Glendale/Rexford Street Urbanization Subtotal					\$

Lynndale Drive Asphalt Bike Path

NO.	ITEM	ESTIMATED QUANTITY		UNIT PRICE	TOTAL ESTIMATED PRICE
B1	8 Foot Wide Asphalt Trail (3 1/2" Thickness)	250	Tons	\$	\$
B2	1 1/4" Dense Graded Aggregate Base	750	Tons	\$	\$
B3	Grading	500	CY	\$	\$
B4	6" Storm Sewer	150	LF	\$	\$
B5	8" Storm Sewer	300	LF	\$	\$
B6	Connect to Existing Storm Sewer Manhole	1	Each	\$	\$
B7	Inlet Protection	4	Each	\$	\$
B8	Yard Drains	4	EACH	\$	\$
B9	Topsoil/Seed/Fertilize/E-Mat	1500	SY	\$	\$
B10	Detectable Warning Field	6	Each	\$	\$
B11	Concrete Curb Ramps	200	SF	\$	\$
Lynndale Drive Asphalt Trail Subtotal					\$

Lynndale Drive Asphalt Trail Subtotal					\$
Glendale/Rexford Street Urbanization Subtotal					\$
Project Total					\$

BIDDER acknowledges that unit quantities contained in some parts of the proposal are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. 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 Contract Documents.

6. The following documents are either attached here to or previously submitted and made a condition of this Bid:

- (a) Required Bid Security in the form of (Bond) (Certified Check) attached hereto in the amount of at least (10%) of the maximum bid price.
- (b) Required BIDDER'S Proof of Responsibility with supporting data consisting of _____ pages and submitted to the Engineer on _____, 2012.

7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____.

Contractor License No. _____

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address _____

Phone No. _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address _____

Phone No. _____

A Corporation

By _____
(Corporation)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address _____

Phone No. _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(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.)