SECTION 00 91 13 – ADDENDUM #1

1.1 NOTICE TO BIDDERS

A. This Addendum serves to clarify and revise information in the Project Manual. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. The date for receipt of bids is unchanged by this Addendum.

1.2 REVISIONS TO DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

A. Section 00 55 00 Notice to Proceed, (not reissued in this Addendum).

1. Days are corrected to read as illustrated by the following strikethrough: "…and the number of days to achieve readiness for final payment is ~~10~~**190** from the commencement date of the Contract Times…"
2. Section 00 55 00 will be reissued with the correction when the Notice to Proceed is issued.

B. Section 00 21 13 Instructions to Bidders, (not reissued in this Addendum).

1. Add the following paragraph:

13.02 Unit Price

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum

C. Section 00 52 00 Agreement Form, (not reissued in this Addendum).

1. At the time a contract is entered, the following will be added as 5.01.B, consistent with the unit price table in the Bid Form.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
				$	$

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Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
				$	$
				$	$
				$	$
				$	$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

1.3 ATTACHMENTS

A. This Addendum includes the following attached reissued documents.

1. Section 00 41 00 Bid Form for Construction Contract

1.4 CLARIFICATIONS: WAGE

A. Prevailing wage does not apply to the contract.

1.5 CLARIFICATIONS AND REITERATIONS: EXISTING CONDITIONS AND ESTIMATED QUANTITIES

A. The basis for the estimated 5,200 cubic yards of sludge with the stated concentration of 23% solids, as identified in section 02 60 00 Sludge Treatment and Disposal, is described in the appendix Revised Lagoon No. 2 Closure Plan dated September 21, 2020.

B. As referenced in section 31 23 16 Lagoon Debris Removal and On-Site Relocation, estimated cubic yards of debris have increased with time and quantities are not guaranteed. Contractor is encouraged to estimate based on current conditions.

C. The basis for the 5.5 million gallon supernatant volume is appendix Revised Lagoon No. 2 Closure Plan dated September 21, 2020, noting that this volume was when the outfall was active. With the outfall closed, the supernatant volume varies with weather.

1.6 CLARIFICATIONS AND REITERATIONS: TESTING

A. As referenced in section 02 70 00 Supernatant Treatment and Discharge,

1. Historical water-quality information is provided in the Revised Closure plan and associated appendices.

2. Contractor is responsible for daily final-effluent sampling unless a different frequency is established in writing by IDEM, such as via an accepted Water Treatment and Discharge Work Plan.

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3. The effluent limitations and maximum discharge rate apply unless modified or superseded by IDEM in writing, such as via an accepted Water Treatment and Discharge Work Plan.

4. Note that changes to the effluent sampling frequency, criteria, and location can be proposed to IDEM in the Water Treatment and Discharge Work Plan. These changes can be implemented only upon IDEM's approval of the plan. Bids shall be based on the requirements specified in the Contract Documents unless revised by addendum.

C. As identified in section 02 06 00 Sludge Treatment and Disposal and section 02 70 00 Supernatant Treatment and Discharge, Contractor is responsible for characterization and treatability testing as needed to prepare and/or implement its Water Treatment and Discharge Work Plan and Sludge Treatment Disposal Work Plan.

D. As referenced in section 02 06 00 Sludge Treatment and Disposal, historical sludge characterization, pilot treatment information, and other available information are provided in the appendices.

E. As identified in section 02 06 00 Sludge Treatment and Disposal, the lagoon bottom confirmation samples approach is as described in section 4.3 of the appendix Revised Lagoon No. 2 Closure Plan dated September 21, 2020. Background levels are in the appendix Background Study – Roanoke Lagoon No. 2 dated August 13, 2026.

F. Lagoon bottom areas can be released for ENGINEER'S confirmation samples as Contractor completes removal of sludge, sludge residuals, and staining. As confirmation sample results verify background levels are met, confirmed areas can be released for debris replacement. Assume sample turnaround time is five (5) working business days following laboratory receipt of samples. Any demobilization of equipment during these times is at Contractor's risk. Where confirmation sampling identifies residual contamination requiring additional excavation, ENGINEER will identify the area requiring further removal. Additional excavation beyond the specified limits shall be performed only upon written authorization by ENGINEER and compensated in accordance with the applicable unit-price provisions, except where the work is required to correct incomplete or nonconforming work by CONTRACTOR.

G. Method option descriptions in the appendix Written Procedures – Roanoke Lagoon No. 2 Closure Plan, dated September 12, 2024, call for sampling every 100 cubic yards of stabilized sludge and each truck load completing a paint filter test. Contractor's Sludge Treatment and Disposal Work Plan prepared and submitted for review can propose different sampling and testing frequencies for IDEM's review. The landfill must also approve the frequencies. Unless an alternative sampling and testing program has been approved in writing by IDEM and accepted by the receiving disposal facility, the frequencies specified in the Contract Documents shall apply.

1.7 CLARIFICATIONS AND REITERATIONS: OPERATIONS AND LOCATIONS

A. Treatment operations can occur continuously 24 hours a day / 7 days a week, subject to applicable regulatory authorizations. Wastewater discharge may commence following satisfactory startup treatment verification and authorization in accordance with section 02 70 00. Discharge and compliance monitoring shall be conducted in accordance with the IDEM-authorized Water Treatment and Discharge Work Plan, which shall specify operational hours and compliance monitoring frequency prior to discharge. Routine compliance sampling shall not require holding treated water pending laboratory results unless specifically required by IDEM.

,Sludge treatment operations shall not interfere with ENGINEER's lagoon-bottom confirmation sampling in any areas Contractor has designated as complete and ready for confirmation sampling.

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Contractor shall provide sufficient staffing and monitoring to verify achievement of applicable supernatant and sludge treatment performance and acceptance requirements.

B. Location of effluent discharge is the Little River, as referenced in section 02 70 00 Supernatant Treatment and Discharge. Precise routing and location of discharge is not predetermined and Contractor may choose to identify this in its Treatment Work Plan for IDEM approval.

C. Precise location(s) of treatment area(s) for sludge and/or supernatant is/are not predetermined and must be within property boundaries. Contractor may choose to identify this/these in its Treatment Work Plan. Staging areas for operational and support equipment and storage, as needed, must be within property boundaries.

D. Electrical service is not available from on-site Town facilities. Provide power as needed for operations.

E. Water supply is not available from on-site Town piping. Water may be drawn from existing lagoon #1 to the south of lagoon #2, or provide imported water as needed for operations. Contractor is responsible for verifying supply water quality as needed for Contractor's treatment operations performance.

F. As identified in section 02 06 00 Sludge Treatment and Disposal and section 02 70 00 Supernatant Treatment and Discharge, Contractor's Treatment Work Plan and submittals should include startup procedures and treatment verification procedures and results.

G. Management of water streams such as dewatering filtrate, equipment wash water, and runoff that contacts sludge can be addressed in the Water Treatment and Discharge Work Plan.

H. The appendix Addendum Letter Number 1, Revised Closure Plan for Lagoon #2, dated May 12, 2026, did not identify "construction/demolition debris" and documented the basis for managing the characterized debris as material exempt from solid-waste regulation. The section 'Construction Debris Removal' in the appendix Written Procedures – Roanoke Lagoon No. 2 Closure Plan, dated September 12, 2024, is no longer applicable: debris is not required to be transported to a hazardous waste landfill and an Indiana-licensed asbestos inspector is not required to evaluate the debris, provided debris is consistent with the 2026 characterization and addendum, and no unexpected or suspect material is encountered during excavation.

I. Underground utility drawings are not available.

J. The SWP3 will include requirements such as: secondary containment for fuel and other chemical storage; silt fence consistent with appendix Written Procedures – Roanoke Lagoon No. 2 Closure Plan, dated September 12, 2024, unless Contractor's approved Sludge Treatment and Disposal Work Plan specifies otherwise; site construction entrance to prevent off-site soil tracking; debris pile stabilization such as weighted plastic covers or hydromulch to prevent soil runoff if debris is relocated outside of the lagoon; and documented inspections to verify compliance with SWP3 requirements, per the Indiana Construction Stormwater General Permit.

K. Note, per section 31 23 16 Lagoon Debris Removal and On-Site Relocation, lagoon contents to the north of the debris may be fully treated, debris moved to the north, and the sludge underlying the debris treated. The entire lagoon bottom is subject to sampling to verify clean closure of the lagoon.

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1.8 CLARIFICATIONS AND REITERATIONS: RESTORATION

A. Method option descriptions in the appendix Written Procedures – Roanoke Lagoon No. 2 Closure Plan, dated September 12, 2024, describe construction entrance disposal in a hazardous waste landfill. Contractor's Sludge Treatment and Disposal Work Plan prepared and submitted for review can describe staging locations, treatment processes, decontamination, or other methods such that sludge tracking or runoff will not result in regulated contamination on the construction entrance requiring hazardous waste disposal.

B. Restore site grading to preconstruction conditions, if altered during site activities. Aside from debris replacement in lagoon, additional fill is not required in lagoon and compaction is not required in lagoon.

C. Stabilize exposed soil surfaces, using method options in the Indiana Storm Water Quality Manual.

END OF SECTION 00 91 13

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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:

Town of Roanoke

141 West Third Street

PO Box 328

Roanoke, IN 46783

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; and

G. **[List other documents and edit above as pertinent].**

ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	$

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3.02 *Unit Price Bids*

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
U1	Additional hazardous soils excavation and disposal after failed lagoon bottom confirmation samples.	Tons	2400		$
U2	Hazardous sludge-coated debris excavation and disposal	Tons	1000		$
Total of All Unit Price Bid Items					$

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** calendar days after the date when the Contract Times commence to run.

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:

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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:

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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.

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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) _____

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