

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

ADDENDUM NO. 1

PROJECT NO.'s 53-15-02 & 53-15-03

**FUEL PIPING AND CONTAINMENT REPLACEMENT PROJECT (RE-BID)
GREAT LAKES SERVICE PLAZA (53-15-02)
TOWPATH SERVICE PLAZA (53-15-03)
MILEPOST 170.1
CUYAHOGA COUNTY, OHIO**

OPENING DATE: 2:00 P.M. (EASTERN TIME), JUNE 26, 2015

ALL BIDS MUST BE ELECTRONICALLY SUBMITTED

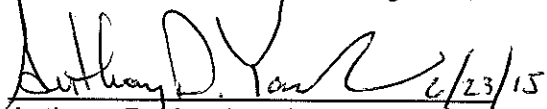
ATTENTION OF BIDDERS IS DIRECTED TO:

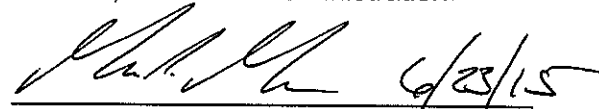
ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. JUNE 22 , 2015

MODIFICATIONS TO THE CONTRACT DOCUMENTS

CF-2, SP-3, SP-4, SP-5, SP-6, and new page 6A

Issued by the Ohio Turnpike and Infrastructure Commission on June 23, 2015. Issuance authorized by Anthony Yacobucci, Chief Engineer, and Mark R. Musson, Director, Contracts Administration.


Anthony D. Yacobucci Date 6/23/15


Mark R. Musson Date 6/23/15

**OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
ADDENDUM NO. 1
PROJECT NO. 53-15-02 & 53-15-03 (RE-BID)**

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M., JUNE 22, 2015

Q#1 Would be allowed to utilize an excavator to remove the existing backfill material from over the underground storage tanks in lieu of a vac. truck? Of course we would be responsible if the tanks were damaged.

A#1 *Contractor may perform standard excavating practices utilizing industry standard means and methods above the pea gravel backfill. However, in accordance with Plan Note 7 on Sheet 2 of 11, the Contractor shall use a vacuum truck to safely remove the pea gravel around the underground storage tanks.*

Q#2 Also, would you consider starting one plaza in April 2016 and then starting the second plaza 68 days later after the first one is complete or just delaying the start of the second plaza by 21 days?

A#2 *No, but the Beginning of the Work on each site may be staggered after the access date as long as completion occurs within the time parameters provided. The Commission is revising Section SP103 to clarify that the Contractor must achieve Substantial Completion on a given site within 67 days of Beginning of the Work on that site or before the date specified, whichever occurs first.*

A#3 I just received the Notice to Bidders for the Fuel Piping Replacement project. Is there going to be a Pre-bid meeting for this? Will there be an extension for the bid date?

A#3 There is no pre-bid meeting for this project, and the opening date is unchanged

ATTACHMENTS:

The following pages are modified via this Addendum No. 1: CF-2, SP-3, SP-4, SP-5, SP-6, and new page SP-6A. Deletions are shown with ~~strikethrough~~ text. Changes/Additions are shown with underlined italicized text. Bidders are to utilize the attached revised pages when submitting a bid.

Addendum No. 1 to Contract 53-15-02 & 53-15-03 (RE-BID) is hereby acknowledged:

(Firm Name)

(Signature)

(Printed Name)

Date: _____

Amount Bid, the Commission retains the discretion to select which designated Bidder's Option will apply under the Contract.

The Work for the Contract shall be performed and completed in its entirety in strict accordance with the Plans, Specifications, Special Provisions and other Contract Documents as indicated by the alternates herein

Notice to Proceed (NTP): The Commission will issue the Contractor a Notice to Proceed (NTP) by the Chief Engineer after the Contract is executed and insurance documents are approved. Upon receipt of the NTP, the Contractor shall begin preparation of Shop Drawings, material procurement, and submittals for this Project

Following the Notice to Proceed, the Contractor shall submit a start date for approval by the Chief Engineer signifying the Beginning of the Work for each site. "Beginning of the Work" signifies the closing of the fueling system to Customers at a given site. Once the Contractor receives approval from the Commission and the Beginning of the Work commences on a given site, at which time the Contractor will be provided up to 67 Calendar Days to substantially complete the work for that site, but no longer than the Substantial Completion Dates indicated below, ~~to substantially complete the work once they receive formal notification from the Commission to Begin the Work.~~

BIDDER'S OPTION 1 - FALL 2015 COMPLETION OF GREAT LAKES AND SPRING 2016 COMPLETION OF TOWPATH

- A. **Access:** The Commission anticipates providing the Contractor access to the sites as follows:
1. **For the Great Lakes site:** on **August 10, 2015** at which time the Contractor may begin the Work.
 2. **For the Towpath site:** on **April 4, 2016** at which time the Contractor may begin the Work.
- B. **Substantial Completion:** Substantial Completion shall be defined as all Work, except final cleanup and punch list items, for this Contract shall be completed and all fuel service open to Ohio Turnpike customers as follows:

1. **For the Great Lakes site:** within 67 Calendar Days of the Beginning of the Work or **November 13, 2015**, whichever occurs sooner. Liquidated Damages for failure to substantially complete the Work described for the Great Lakes Site shall commence on either the 68th day following the beginning of the work or on **November 14, 2015**, whichever occurs sooner.
2. **For the Towpath site:** within 67 Calendar Days of the Beginning of the Work or **July 1, 2016**, whichever occurs sooner. Liquidated Damages for failure to complete the Work described for the Towpath site shall commence on either the 68th day following the beginning of the work or on **July 2, 2016**, whichever occurs sooner.

C **Final Completion:** Final Completion shall be defined as all Work for this Contract, including final cleanup and all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents as follows:

1. **For the Great Lakes site:** within 81 Calendar Days of the Beginning of the Work or **November 27, 2015**, whichever occurs sooner. Liquidated Damages for failure to complete the Work described for the Great Lakes site shall commence on either the 82nd day following the beginning of the work or on **November 28, 2015**, whichever occurs sooner.
2. **For the Towpath site:** within 81 Calendar Days of the Beginning of the Work or **July 15, 2016**, whichever occurs sooner. Liquidated Damages for failure to complete the Work described for the Towpath site shall commence on either the 82nd day following the beginning of the work or on **July 16, 2016**, whichever occurs sooner.

BIDDER'S OPTION 2 - FALL 2015 COMPLETION OF BOTH GREAT LAKES AND TOWPATH

A. **Access:** The Commission anticipates providing the Contractor access to the sites as follows:

1. **For both the Great Lakes and Towpath sites:** on **August 10, 2015** at which time the Contractor may begin the Work.

B. **Substantial Completion:** Substantial Completion shall be defined as all Work, except final cleanup and punch list items, for this

Contract shall be completed and all fuel service open to Ohio Turnpike customers as follows:

1. **For both the Great Lakes Site:** within 67 Calendar Days of the Beginning of the Work on the Great Lakes site or November 13, 2015, whichever occurs sooner. Liquidated Damages for failure to substantially complete the Work described for the Great Lakes site shall commence on either the 68th day following the Beginning of the Work or on November 14, 2015, whichever occurs sooner.
2. **And For the Towpath sites:** within 67 Calendar Days of the Beginning of the Work on the Towpath site or **November 13, 2015**, whichever occurs sooner. Liquidated Damages for failure to substantially complete the Work described in for the Towpath site Project Nos. ~~53-15-02 and 53-15-03~~ shall commence on either the 68th day following the ~~Beginning of the Work~~ on the Towpath site or on **November 14, 2015**, whichever occurs sooner.

C. **Final Completion:** Final Completion shall be defined as all Work for this Contract, including final cleanup and all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents as follows:

1. **For both the Great Lakes site:** within 81 Calendar Days of the Beginning of the Work on the Great Lakes site or November 27, 2015, whichever occurs sooner. Liquidated Damages for failure to complete the Work described for the Great Lakes site shall commence on either the 82nd day following the beginning of the work or on November 28, 2015, whichever occurs sooner.
2. **and For the Towpath sites:** within 81 Calendar Days of the Beginning of the Work on the Towpath site or **November 27, 2015**, whichever occurs sooner. Liquidated Damages for failure to complete the Work described in Project Nos. ~~53-15-02 and 53-15-03~~ Towpath site shall commence on either the 82nd day following the ~~Beginning of the Work~~ on the Towpath site or on **November 28, 2015**, whichever occurs sooner.

BIDDER'S OPTION 3 - SPRING 2015 COMPLETION OF BOTH GREAT LAKES AND TOWPATH

- A. **Access:** The Commission anticipates providing the Contractor access to the sites as follows:
1. **For both the Great Lakes and the Towpath sites:** on **April 4, 2016** at which time the Contractor may begin the Work.
- B. **Substantial Completion:** Substantial Completion shall be defined as all Work, except final cleanup and punch list items, for this Contract shall be completed and all fuel service open to Ohio Turnpike customers as follows:
1. **For both the Great Lakes site:** within 67 Calendar Days of the Beginning of the Work on the Great Lakes site or July 1, 2016, whichever occurs sooner. Liquidated Damages for failure to complete the Work described for the Great Lakes Site shall commence on either the 68th day following the beginning of the work on a given site or on July 2, 2016, whichever occurs sooner.
 2. **and For the Towpath sites:** within 67 Calendar Days of the Beginning of the Work on the Towpath site or July 1, 2016, whichever occurs sooner. Liquidated Damages for failure to complete the Work described in ~~Project Nos. 53-15-02 and 53-15-03~~ for the Towpath site shall commence on either the 68th day following the ~~Beginning of the w~~Work on the Towpath site or on **July 2, 2016**, whichever occurs sooner.
- C. **Final Completion:** Final Completion shall be defined as all Work for this Contract, including final cleanup and all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents as follows:
1. **For both the Great Lakes site:** within 81 Calendar Days of the Beginning of the Work on the Great Lakes site or July 15, 2016, whichever occurs sooner. Liquidated Damages for failure to complete the Work described for the Great Lakes Site shall commence on either the 82nd day following the Beginning of the Work on the Great Lakes site or on July 16, 2016, whichever occurs sooner.
 2. **and For the Towpath sites:** within 81 Calendar Days of the Beginning of the Work the Towpath site or July 15, 2016, whichever occurs sooner. Liquidated Damages for failure to complete the Work described for the Towpath site in ~~Project~~

~~Nos. 53-15-02 and 53-15-03~~ shall commence on either the 82nd day following the ~~b~~Beginning of the ~~w~~Work the Towpath site or on **July 16, 2016**, whichever occurs sooner.

It shall be noted that in order to meet the above referenced dates, the Contractor may be required to Work additional shifts and/or extended hours as well as periodic holidays and weekends. These additional forces shall be included in the Bid and there shall be no additional cost to the Commission.

SP 104

ACCESS TO TURNPIKE AND RESTRICTIONS

The Contractor will be provided access and use of site during the progress of the Work under this Contract as follows:

- A. Toll-free access for the Contractor's equipment and vehicles may be granted. A limited number of construction transponders will be issued for the Contractor's motor vehicles. A detailed request outlining the quantity and need for toll-free transponders must be submitted to and approved by the Chief Engineer
- B. It shall be the Contractor's responsibility to manage the issuance and use of all construction transponders for performing the Work under the Contract. The Contractor shall be liable for any misuse of said transponders whether it is by the Contractor's forces or

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall complete all Work so that Final Completion (including all Contract items and Punch List items) occurs on or before applicable milestone dates specified in the schedule option offered and selected (see **SP 103, pages SP-2 through SP-6A**) (for additional milestones identified in the Special Provisions – see SP 103), unless an extension of time is granted by the Commission in accordance with the Contract Documents.
- 3.2 The Work to be performed under the Contract shall be completed within the times provided, unless the Contractor timely requests and the Commission grants an extension of time in accordance with the Contract Documents.
- 3.3 Failure to have the Work completed within the times provided, shall entitle the Commission to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Substantial Completion or Final Completion, as applicable, is achieved. Contract Completion, unless the Contractor timely requests and the Commission grants an extension of time in accordance with the Contract Documents.

MILESTONE DESCRIPTION, MILESTONE DATES AND LIQUIDATED DAMAGES

Milestone Description (per SP 103)

Milestone Dates

NOTE: See SP 103 in the specifications (Pages SP-2 through SP-6A). Depending which of the three Schedule Options offered is selected, the completion dates and liquidated damages dates will be specified in this section when the Contract Form is sent out for execution.

For each calendar day that Work required to be performed within the applicable **Substantial Completion** deadline(s) described in SP 103 remains uncompleted on a given site under Project No.'s 53-15-02 & 53-15-03 (Re-Bid), the amount of two thousand dollars (\$2,000.00), per day, per site, shall accrue as Liquidated Damages against the Contractor.

Additionally, for each calendar day that Work required to be performed within the applicable **Final Completion** deadline(s) described in SP 103 remains uncompleted on a given site under Project No.'s 53-15-02 & 53-15-03 (Re-Bid), the amount of one thousand dollars (\$1,000.00), per day, per site, shall accrue as Liquidated Damages against the Contractor.

- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Commission because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Commission, its tollpayers, and traveling public would sustain.