

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

ADDENDUM NO. 2

PROJECT NO. 56-15-07 (RE-BID)

**KUNKLE MAINTENANCE BUILDING
PAVEMENT IMPROVEMENTS
MILEPOST 16.0, EASTBOUND
WILLIAMS COUNTY, OHIO**

OPENING DATE: *PREVIOUSLY EXTENDED TO:* 2:00 P.M. (EASTERN TIME), JULY 29, 2015

ALL BIDS MUST BE ELECTRONICALLY SUBMITTED


MODIFICATIONS TO THE CONTRACT DOCUMENTS

Form Contract Pages OTIC - CF - 2 through OTIC - CF - 3
Special Provision SP 103


-AND-

ANSWERS TO QUESTIONS RECEIVED THROUGH 4:00 P.M. JULY 16, 2015

Issued by the Ohio Turnpike and Infrastructure Commission on July 16, 2015. Issuance authorized by Anthony D. Yacobucci, Chief Engineer, and Mark R. Musson, Director of Contract Administration.



Anthony D. Yacobucci Date



Mark R. Musson Date

**OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
ADDENDUM NO. 2
PROJECT NO. 56-15-07 (RE-BID)**

ANSWERS TO QUESTIONS RECEIVED THROUGH 4:00 P.M., JULY 16, 2015

Q#1 Will the Commission consider bids for an alternate construction schedule and time of completion that allows the contractor to start and complete the work in the spring of 2016?

A#1 Further answering . . . the Form Contract and Special Provision SP 103 are deleted and replaced with the enclosed pages for Form Contract at CF-2 and CF-3 and Special Provision SP 103 dated 7/16/15, respectively.

Modifications to the Contract Documents:

The following pages are deleted and the enclosed pages are incorporated in their place into the Invitation to Bid on Project No. 56-15-07 via this Addendum No. 2:

Form Contract

Pages OTIC - CF - 2 through OTIC - CF - 3 shall be superseded with the attached replacement Form Contract pages dated 7/16/15.

Special Provisions

SP 103 on Page SP-3: Special Provision SP 103 shall be superseded with the attached Special Provision SP 103 dated 7/16/15.

(Bidders are advised to utilize the attached replacement pages for Form Contract OTIC - CF - 2 through OTIC - CF - 3 and Special Provision SP 103, dated 7/16/15)

Addendum No. 2 to Contract 56-15-07 (RE-BID) is hereby acknowledged:

(Firm Name)

(Signature)

(Printed Name)

Date: _____

CONSTRUCTION PHASING AND TIME OF COMPLETION

The intent of this Section is to provide a framework for the prosecution of the Work. The Contractor shall bid only one (1) of the two (2) scheduling options indicated within SP 103 and shall select the appropriate option as indicated in Bid Express. However, the Commission will determine the lowest responsive and responsible bidder based on the Amount Bid, not the Bidder's Option selected.

The Work for Project No. 56-15-07 Re-Bid 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 options herein.

- A. **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.
- B. **Begin Work:** Within 7 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a "Begin Work" date for approval by the Chief Engineer. The Begin Work date signifies the actual date the Contractor begins construction activities, including equipment and/or material staging, at the Work site. Upon formal approval of the Begin Work date from the Chief Engineer, the Contractor will be provided up to 45 Calendar Days from the approved Begin Work date to Substantially Complete the Work, but no later than the Substantial Completion Dates indicated below.

BIDDER'S OPTION 1 - FALL 2015 COMPLETION OF WORK

- C. **Access:** The Commission anticipates providing the Contractor access to the site in early September 2015, pending the submittals, as required by the Contract Documents, are submitted timely by the Contractor.
- D. **Substantial Completion:** The Project shall be Substantially Complete within 45 Calendar Days after the Begin Work date, but no later than October 23, 2015. Substantially Complete shall be defined as all Work shall be completed as described in the Contract Documents, excluding the Architect/Engineer's Punch List items under GC 10.2.1.2, and all areas shall be accessible to normal use by Commission equipment and approved by the Chief Engineer.
- E. **Final Completion:** Final Completion shall be defined as all Work for this Contract, including all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents and all conditions precedent to execution of the Certificate of Contract Completion satisfied on or before the Final Completion Date of November 22, 2015.
- F. Liquidated Damages for failure to meet the Substantial Completion Date as described in Part D above shall commence 46 Calendar Days after the Begin Work date, but no later than October 24, 2015.
- G. Liquidated Damages for failure to meet the Final Completion Date as described in Part E above shall commence 76 Calendar Days after the Begin Work date, but no later than November 23, 2015.

BIDDER'S OPTION 2 - SPRING/SUMMER 2016 COMPLETION OF WORK

- H. **Access:** The Commission anticipates providing the Contractor access to the site on April 4, 2016.

- I. **Substantial Completion:** The Project shall be Substantially Complete within 45 Calendar Days after the Begin Work date, but no later than July 29, 2016. Substantially Complete shall be defined as all Work shall be completed as described in the Contract Documents, excluding the Architect/Engineer's Punch List items under GC 10.2.1.2, and all areas shall be accessible to normal use by Commission equipment and approved by the Chief Engineer.

- J. **Final Completion:** Final Completion shall be defined as all Work for this Contract, including all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents and all conditions precedent to execution of the Certificate of Contract Completion satisfied on or before the Final Completion Date of August 28, 2016.

- K. Liquidated Damages for failure to meet the Substantial Completion Date as described in Part D above shall commence 46 Calendar Days after the Begin Work date, but no later than July 30, 2016.

- L. Liquidated Damages for failure to meet the Final Completion Date as described in Part E above shall commence 76 Calendar Days after the Begin Work date, but no later than August 29, 2016.

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 ~~November 15, 2015~~ *applicable milestone dates specified in the schedule option offered and selected (see SP 103 in Addendum No. 2 [2 pages])* (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 (Addendum No. 2, [2 pages]) in the specifications. Depending which of the two 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 above specified **Substantial Completion** deadline remains uncompleted on Project No. 56-15-07 (Re-Bid), the amount of two thousand dollars (\$2,000.00), per day, shall be deducted from the funds due the Contractor. Liquidated Damages for failure to *achieve* ~~complete the~~ Substantial Completion *of the Work described in SP 103 Part (A)*, shall commence ~~on October 17, 2015~~ *on the applicable dates offered and selected under SP 103.*

Additionally, for each calendar day that Work required to be performed within the above specified **Final Completion** deadline remains uncompleted on Project No. 56-15-07 (Re-Bid), the amount of one thousand dollars (\$1,000.00), per day, shall be deducted from the funds due the Contractor. Liquidated Damages for failure to *achieve Final Completion of* ~~complete the~~ Work ~~described in SP 103 Part (B)~~, shall

commence ~~on November 16, 2015~~ *on the applicable dates offered and selected under SP 103.*

- 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.

ARTICLE 4

- 4.1 The Contract Documents embody the entire understanding of the Commission and the Contractor and form the basis of the Contract between the Commission and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract Form as if fully rewritten herein.
- 4.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Commission.

ARTICLE 5

- 5.1 The Contract shall become binding and effective upon execution by the Commission.