

**ADDENDUM NO. 3
TO THE
BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS
FOR THE
DIV IV DRY WEATHER PUMP STATION AND FORCE MAIN REHABILITATION**

OWNER: City of Anderson

ISSUED BY/ENGINEER: Egis Group
8320 Craig Street
Indianapolis, Indiana 46250

ISSUED TO: All Plan and Specifications Holders of Record

ISSUE DATE: July 16, 2025

BID DATE: July 22, 2025

This Addendum No. 3 shall clarify, correct, or change the Bidding Requirements or the proposed Contract Documents. This Addendum is a part of the Bidding Requirements and the proposed Contract Documents and shall govern in the performance of the Work.

PART 1 - PROJECT MANUAL

1.1 ITEM NO. 1 – SECTION 13600 – REVISED

A. Section 2.2 is revised as follows:

2.2 EQUIPMENT

A. Contractor to ~~provide new~~ **reuse** the existing submersible level transmitters for both dry weather and wet weather wet wells. Each transmitter shall be installed in the existing stilling tube with a 1LB cable weight clamped to the cable just above transmitter to help reduce turbulence shift.

~~1. The submersible transmitter shall match customer requirements and shall be:~~

~~B. All~~

1.2 ITEM NO. 2 – SECTION 00200 – REISSUED

A. Instruction to Bidders has been reissued to revise the number of days prior to bid that questions can be submitted. Questions may now be submitted up to **six calendar days**

prior to bid opening date. Questions will not be accepted or answered if received after six calendar days prior to bid opening.

1.3 ITEM NO. 3 – SECTION 00520 – REISSUED

- A. Section 00520 has been revised to add relevant project information.

1.4 ITEM NO. 4 – SECTION 01140 – REISSUED

- A. Section 01140 Schedule and Progress Constraints has been reissued to remove sections not related to this project. Sections 3.3 and 3.4 were removed in their entirety. The previous Section 3.5 was renumbered to 3.3.

PART 2 – DRAWINGS

2.1 ITEM NO. 1 – NEW AND REISSUED SHEETS

- A. Sheet E104 – REISSUE

Sheet E104 is reissued as part of Addendum #3.

- B. Sheet E104A – NEW SHEET

This sheet is being issued new as part of Addendum #3.

2.2 ITEM NO. 2 – CLARIFICATIONS

All drawing clarifications that result in a drawing change will be documented on the drawing as part of the conformed drawing set prior to construction.

- A. Sheet C101 – Note 4

The third word of the note should be “line instead of “lie”. This will be updated in the conformed drawing set.

- B. Sheet E101 – Note 1

The northernmost component tagged for Note 1 is mislabeled and should be labeled as WW-LE-102. This equipment is not being relocated. It will be disconnected and reconnected if any wet weather lift station panels relocated or reconstructed that impact this equipment. The Note 1 tag does not apply to WW-LE-102.

The southernmost component tagged for Note 1 is mislabeled and should be labeled as DW-LE-0201. This equipment IS being relocated as noted by Note 1.

C. Sheet E101 – Note 11: Replace note as follows

11. EXISTING NEMA 4X STAINLESS STEEL PULL BOX TO BE REMOVED AND REPLACED. SEE SHEET E102 FOR ADDITIONAL INFORMATION.

D. Sheet E102 – Note 1

The northernmost component tagged for Note 1 is mislabeled and should be labeled as WW-LE-102. This equipment is not being relocated or replaced. It will be disconnected and reconnected if any wet weather lift station panels are relocated or reconstructed that impact this equipment. The Note 1 tag does not apply to WW-LE-102.

The southernmost component tagged for Note 1 is mislabeled and should be labeled as DW-LE-0201. This equipment IS being relocated but not replaced with new equipment as noted by Note 1.

Note 1 should read:

1. EXISTING LEVEL CONTROL EQUIPMENT TO BE REINSTALLED WITH EXISTING STILLING TUBE.

E. Sheet E102 – Note 12: Replace note as follows

12. EXISTING NEMA 4X STAINLESS STEEL ENCLOSURE PULL BOX TO BE REMOVED AND RECONSTRUCTED TO ENCLOSE WIRING AND CONDUIT FOR DRY WEATHER AND WET WEATHER PUMPS SEPERATELY.

F. Sheet E102 – Clarification

The water line shown in conflict with the WW-LE-102 will be re-routed to resolve the conflict. This will result in a minor change in the length of heat trace and insulation required.

G. Sheet E107 – Note 5: Additional Information

All components contained within the existing wet weather lift station SCADA/PLC Control Panel to be replaced. Sheet I106 depicts existing equipment within the wet weather lift station SCADA/PLC panel for informational purposes. However, per Note 5 on Sheet E107, all of the existing equipment/components shown are to be replaced.

H. Sheet E107 – Note 26: Additional Information

The MAS 801 Panel included on sheet E107 and described by Note 26 will be built and supplied by the pump manufacturer. While the plans include only overall panel, the panel includes 1 MAS 800 CU pump monitor, 3 MAS 800 BU813 pump monitors, 1 operator HMI, 3 power meter, and 3 MAS 711 pump monitoring relay modules.

- I. Sheet C301 – This sheet is being reissued with no changes due to reports that some plan holders downloaded versions were blank. The digital version for review on the plan room was also not displayed correctly. The sheet was re-issued to the plan room and all plan holders.
- J. Sheet E105 – The wire connecting from TX-ET2H3O (existing 30 kVA transformer) to LP-PS is mis-labeled with Note 2. Remove box for Note 2 from the label on that wire, it should be labeled only with Note 4 and Note 6.

PART 3 – ADDITIONAL TECHNICAL INFORMATION

The following technical information is not part of the Contract Documents, but Bidder is entitled to rely upon this “technical data” as provided in Paragraph 5.02 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such information.

3.1 ITEM NO. 1 – QUESTION

- A. Can we get a current I/O list for the existing CP that will have the SLC replaced with a new PLC? Either an I/O list or pictures of the current panel will do?

Response: The signals that get moved have been described in the current drawing set. No additional information is required for those. Not much information was provided for signals that are to remain. We have made available two photos and as-built sheets from the wet weather pump station project that may help Bidders fill in some gaps. The site has been available to Bidders for them to gather additional information at any time.

- B. What is the traffic load used in the CIPP design?

Response: H20 Highway Load Rating

- C. What is the groundwater level considered in the CIPP design?

Response: We assumed 2 feet below ground elevation.

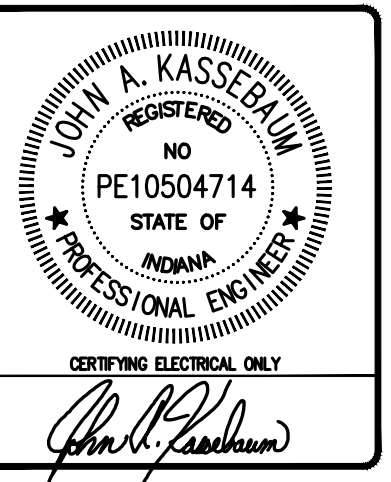
- D. Is there a vacuum to be considered in the CIPP design? Are there vacuum breakers installed on the 36” forcemain?

Response: There was no vacuum considered in our design and there are no air/vacuum release valves installed on the existing forcemain.

Encls.: Sheets E104 and E104A
PLC Photos 1 and 2
2011 Wet Weather Pump Station As-Builts FE3, FE4, FE5, and FN1
Revised Specifications 00200, 00520, 01140

- A. DISPOSE OF REMOVED ELECTRICAL EQUIPMENT AT THE DISCRETION OF THE OWNER. THE OWNER HAVE FIRST OF REFUSAL FOR ALL EQUIPMENT THAT IS REMOVED.
- B. LOCATE ALL EXISTING PIPING AND UTILITIES BEFORE INSTALLING OR REMOVING UNDERGROUND CONDUITS; PROTECT ALL EXISTING INSTALLATIONS.
- C. CONTRACTOR SHALL VERIFY FINAL EQUIPMENT LOCATION BEFORE DEMOLITION. THIS IS AN OVERALL EXISTING ELECTRICAL ONE-LINE DIAGRAM AS PER PREVIOUS PLANS. FINAL LAYOUT MAY NOT MATCH WITH THE DRAWING.

3. INSTALL NEW 700A LSI TYPE BREAKER. MATCH THE EXISTING KAIC RATING.
4. (2) SETS OF 3-#4/0 CU, 1-#2 CU GND, 2-1/2" C EACH.
5. (2) SETS OF 3-#4/0 CU XHHW-2, 1-#2 CU THWN-2 GND, 2-1/2" C EACH.
6. NEW 300HP VFD CONTROL PANEL. FURNISHED AND INSTALLED BY CONTRACTOR. SEE SHEET E109 FOR ADDITIONAL DETAILS.
7. EXISTING NEMA 4X STAINLESS STEEL PULL BOX TO REMAIN AND RECONSTRUCT TO ENCLOSE THE WIRING AND CONDUIT FOR DRY WEATHER PUMP STATION.
8. NEW NEMA 4X STAINLESS STEEL ENCLOSURE NON-FUSED 400A, 600V LOCAL DISCONNECT SWITCH. FURNISHED AND INSTALLED BY CONTRACTOR.
9. PUMP CABLE IN 4" C. PUMP CABLE FURNISHED BY PUMP MANUFACTURER AND INSTALLED BY CONTRACTOR.
10. CONTRACTOR SHALL FURNISH AND INSTALL AEGIS SHAFT GROUNDING RINGS.
11. PROVIDE NEMA 4X STAINLESS STEEL VENTED WIREWAY; HAZARDOUS SEAL OFF FOR TRANSITION FROM CLASS 1, DIVISION 1 SPACE TO UNCLASSIFIED SPACE. CROUSE-HINDS #EYSE OR APPROVED EQUAL FURNISHED AND INSTALLED BY CONTRACTOR. SEE SHEET E110 FOR GENERAL DETAILS.
12. NEW VIK dV/DT TYPE OUTPUT LOAD REACTOR. TCI #V1K305A01 OR APPROVED EQUAL RATED FOR 250HP.

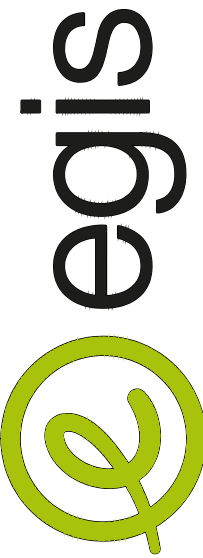
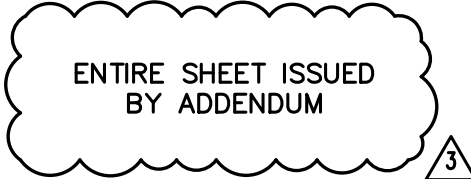
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CONSTRUCTION PLANS FOR:
DRY WEATHER PS AND FM REHAB
2801 Gene Gustin Way, Anderson, Madison, Indiana 46011 S 10, T 19 N, R 7 E
DEPARTMENT OF WATER POLLUTION CONTROL
2801 Gene Gustin Way
DRY WEATHER PUMP STATION ELECTRICAL
ONE-LINE DIAGRAM - NEW

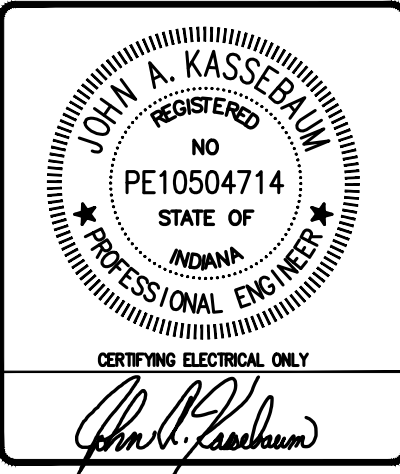
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| 06/26/2025 | | |
| DESIGN: JWS/JAK | CHECK: JWS/JAK | DRAWN: TEAM |
| PROJECT NO. | | |
| 120046 | | |
| SHEET NO. | | |
| E104 | | |

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- B. LOCATE ALL EXISTING PIPING AND UTILITIES BEFORE INSTALLING OR REMOVING UNDERGROUND CONDUITS; PROTECT ALL EXISTING INSTALLATIONS.
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3. INSTALL NEW 700A LSI TYPE BREAKER. MATCH THE EXISTING KAIC RATING.
2. (2) SETS OF 3-#4/0 CU, 1-#2 CU GND, 2-1/2" C EACH.
3. (2) SETS OF 3-#4/0 CU XXXHW-2, 1-#2 CU THWN-2 GND, 2-1/2" C EACH.
4. NEW 300HP VFD CONTROL PANEL. FURNISHED AND INSTALLED BY CONTRACTOR. SEE SHEET E109 FOR ADDITIONAL DETAILS.
5. NOT USED.
6. NEW NEMA 4X STAINLESS STEEL ENCLOSURE NON-FUSED 400A, 600V LOCAL DISCONNECT SWITCH. FURNISHED AND INSTALLED BY CONTRACTOR.
7. PUMP CABLE IN 4" C. PUMP CABLE FURNISHED BY PUMP MANUFACTURER AND INSTALLED BY CONTRACTOR.
8. CONTRACTOR SHALL FURNISH AND INSTALL AEGIS SHAFT GROUNDING RINGS.
9. PROVIDE NEMA 4X STAINLESS STEEL VENTED WIREWAY; HAZARDOUS SEAL OFF FOR TRANSITION FROM CLASS 1, DIVISION 1 SPACE TO UNCLASSIFIED SPACE. CROUSE-HINDS #EYSER OR APPROVED EQUAL. FURNISHED AND INSTALLED BY CONTRACTOR. SEE SHEET E110 FOR GENERAL DETAILS.
10. NEW VIK dV/DT TYPE OUTPUT LOAD REACTOR. TCI #V1K305A01 OR APPROVED EQUAL RATED FOR 250HP.

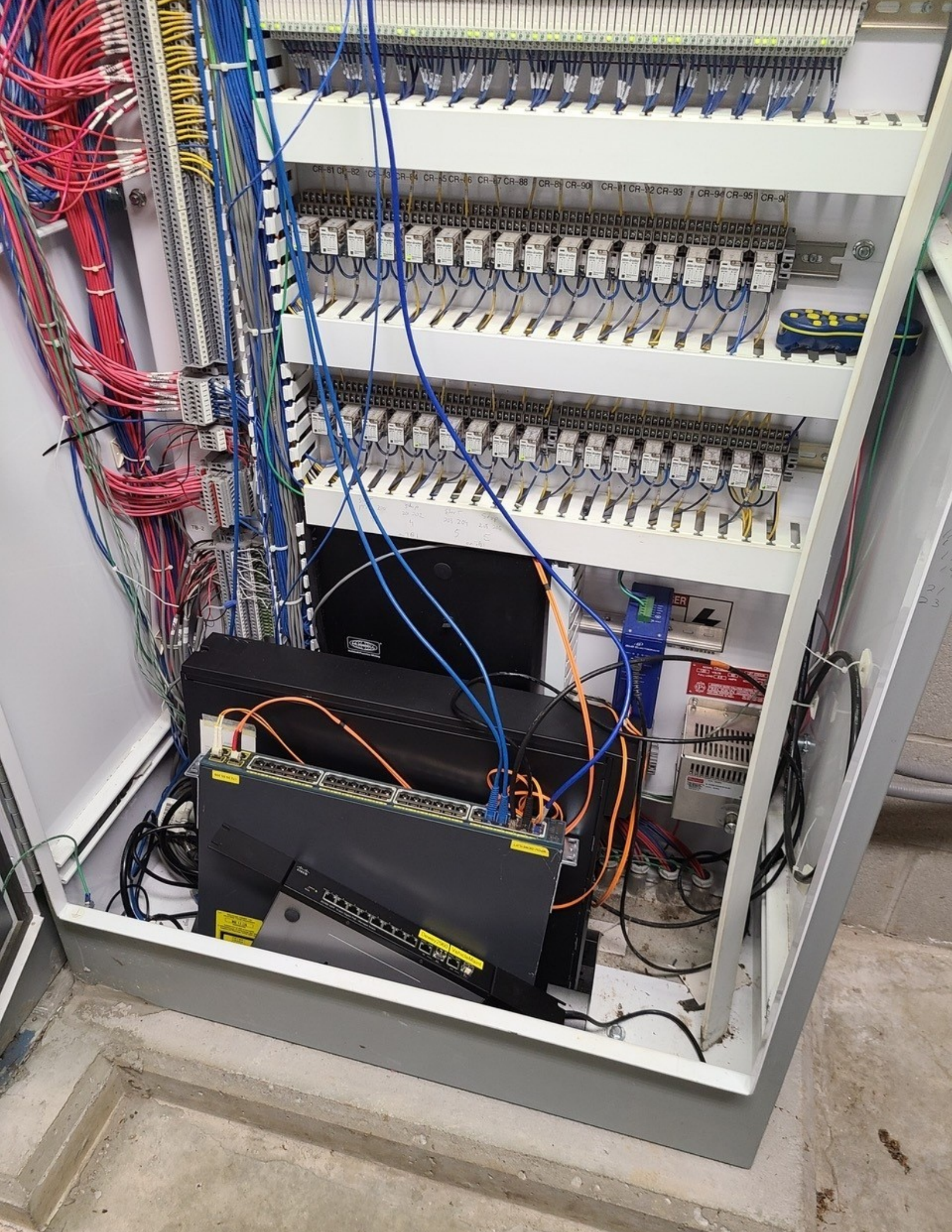


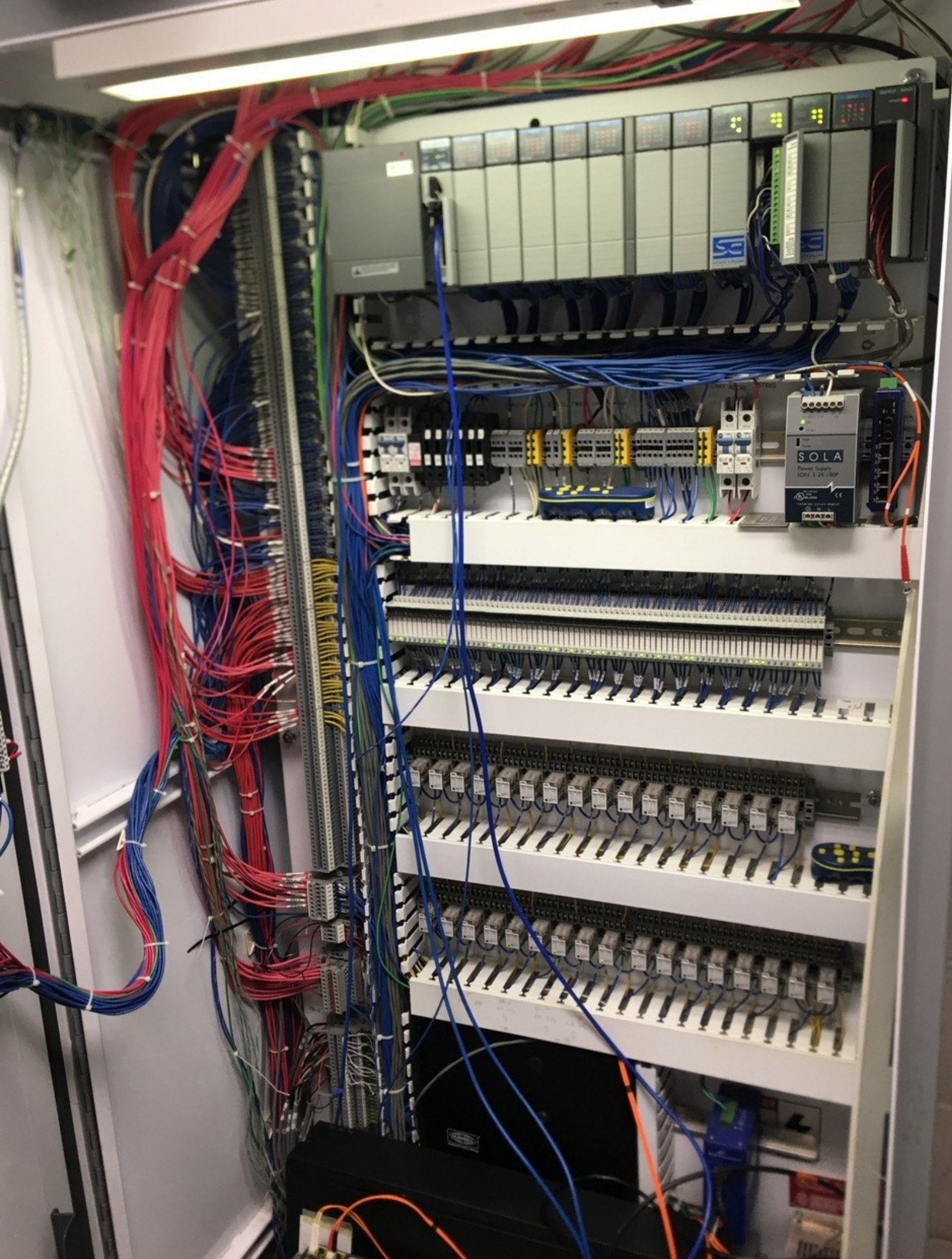
SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY
5755 WEST 74TH STREET INDIANAPOLIS, IN 46278
PHONE: 317-209-4035
WEB: WWW.SIMS-DURKIN.COM
SDA PROJECT NUMBER: 2021151

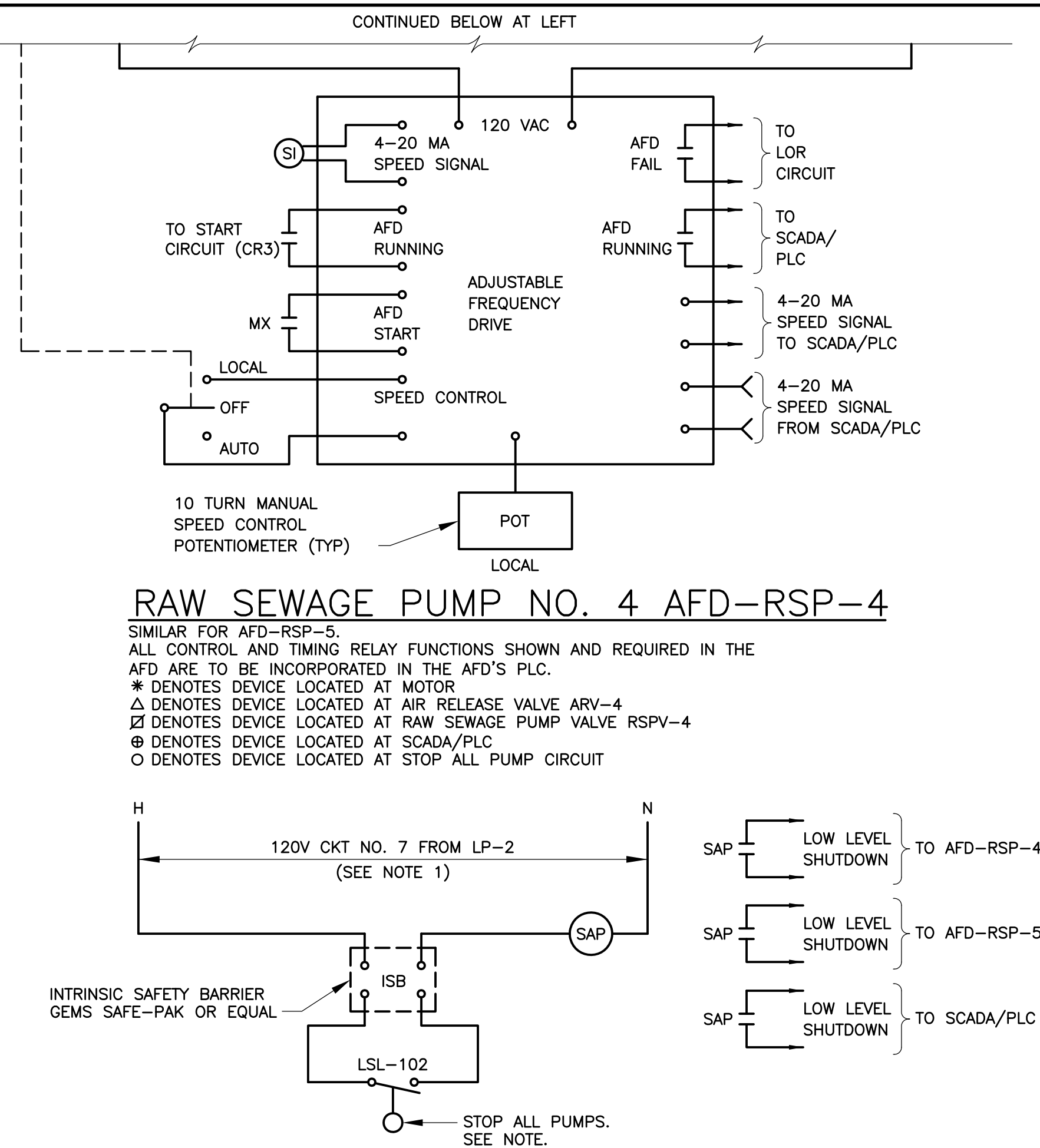
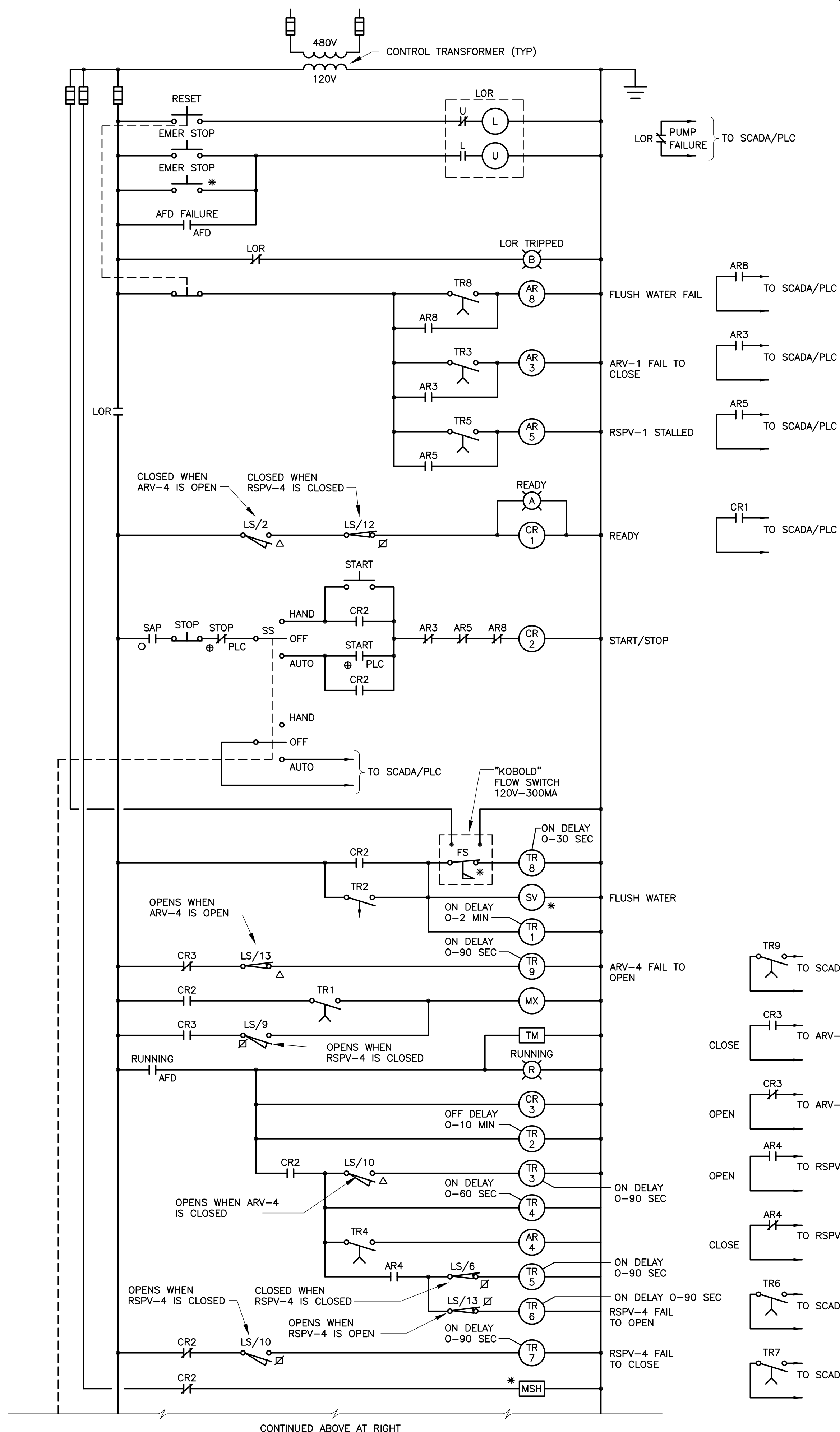
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**CONSTRUCTION PLANS FOR:
DRY WEATHER PS AND FM REHAB**
2801 Gene Gustin Way, Anderson, Indiana 46011 S 10, T 19N, R 7E
DEPARTMENT OF WATER POLLUTION CONTROL
2801 Gene Gustin Way
DRY WEATHER PUMP STATION ELECTRICAL
ONE-LINE DIAGRAM - NEW

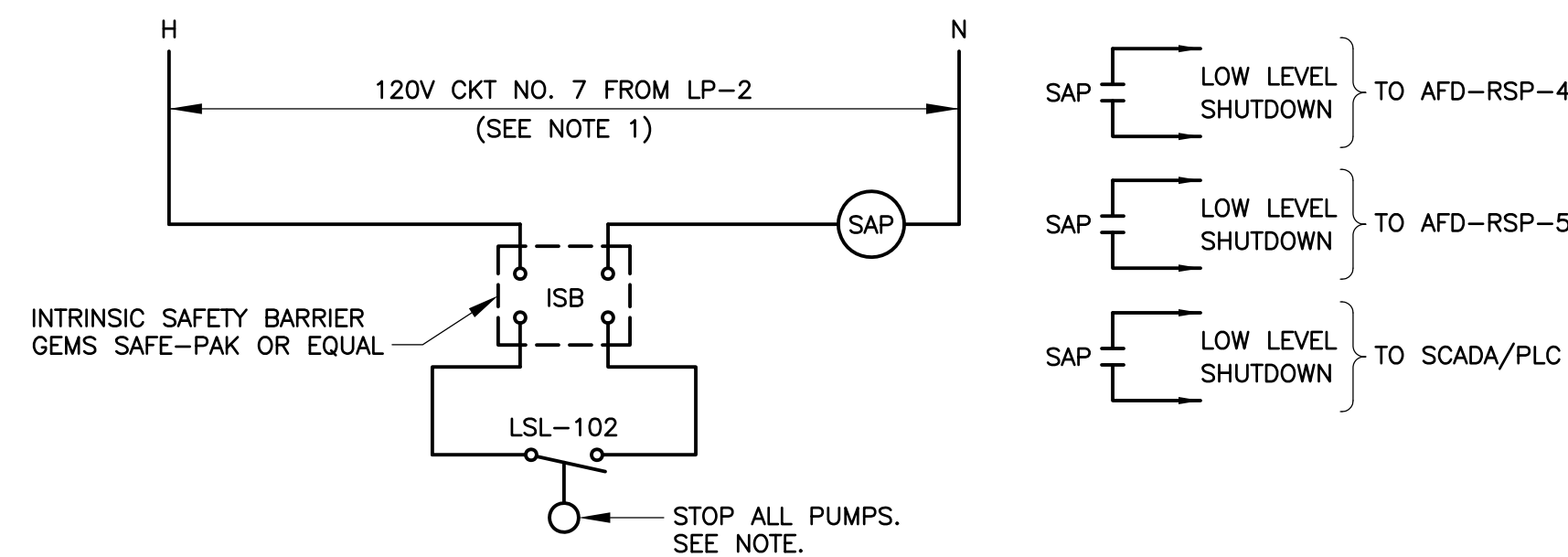
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| PROJECT NO. 120046 | | |
| SHEET NO. E104A | | |



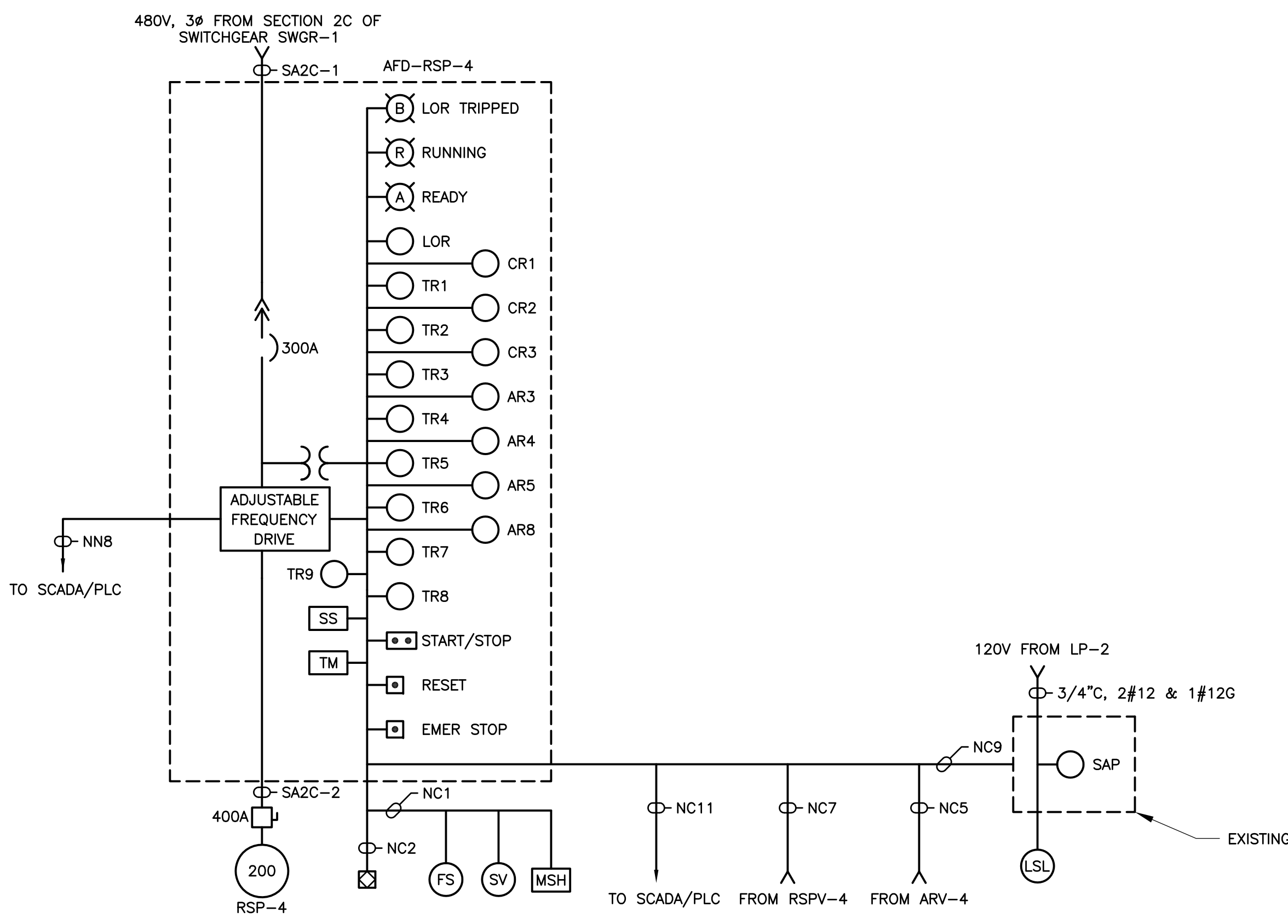




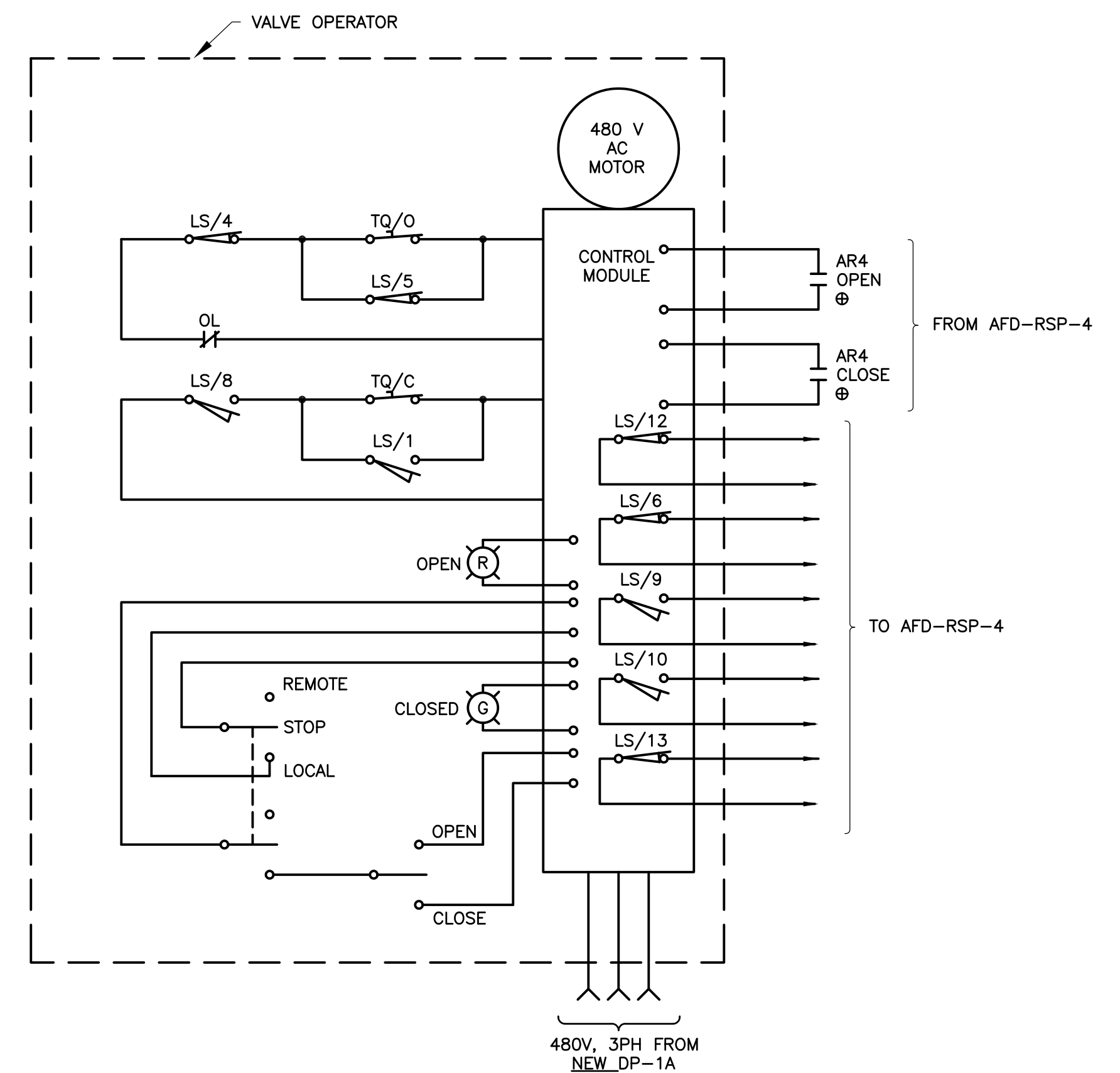
RAW SEWAGE PUMP NO. 4 AFD-RSP-4



STOP ALL RAW SEWAGE PUMPS
ON WET WELL LOW LEVEL CIRCUIT



RAW SEWAGE PUMP
ADJUSTABLE FREQUENCY DRIVE AFD-RSP-4




RAW SEWAGE PUMP VALVE NO. 4 RSPV-4

- NOTES:**
1. PROVIDE CIRCUIT BREAKER HANDLE LOCK AND WARNING LABEL ON CKT 7 BREAKER IN LP-2 TO PREVENT INADVERTENT OPENING OF THIS BREAKER.

RECORD DRAWING

THIS RECORD IS NOT WARRANTED BUT IS BELIEVED TO REPRESENT CONDITIONS UPON COMPLETION OF CONSTRUCTION WITHIN REASONABLE TOLERANCES, BASED UPON THE INFORMATION FURNISHED TO THE ENGINEER PERTAINING TO CHANGES MADE DURING CONSTRUCTION.

 **GREELEY AND HANSEN**
7820 Innovation Boulevard, Suite 150
INDIANAPOLIS, INDIANA 46278

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| DRAWN | OC | |
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SCALE

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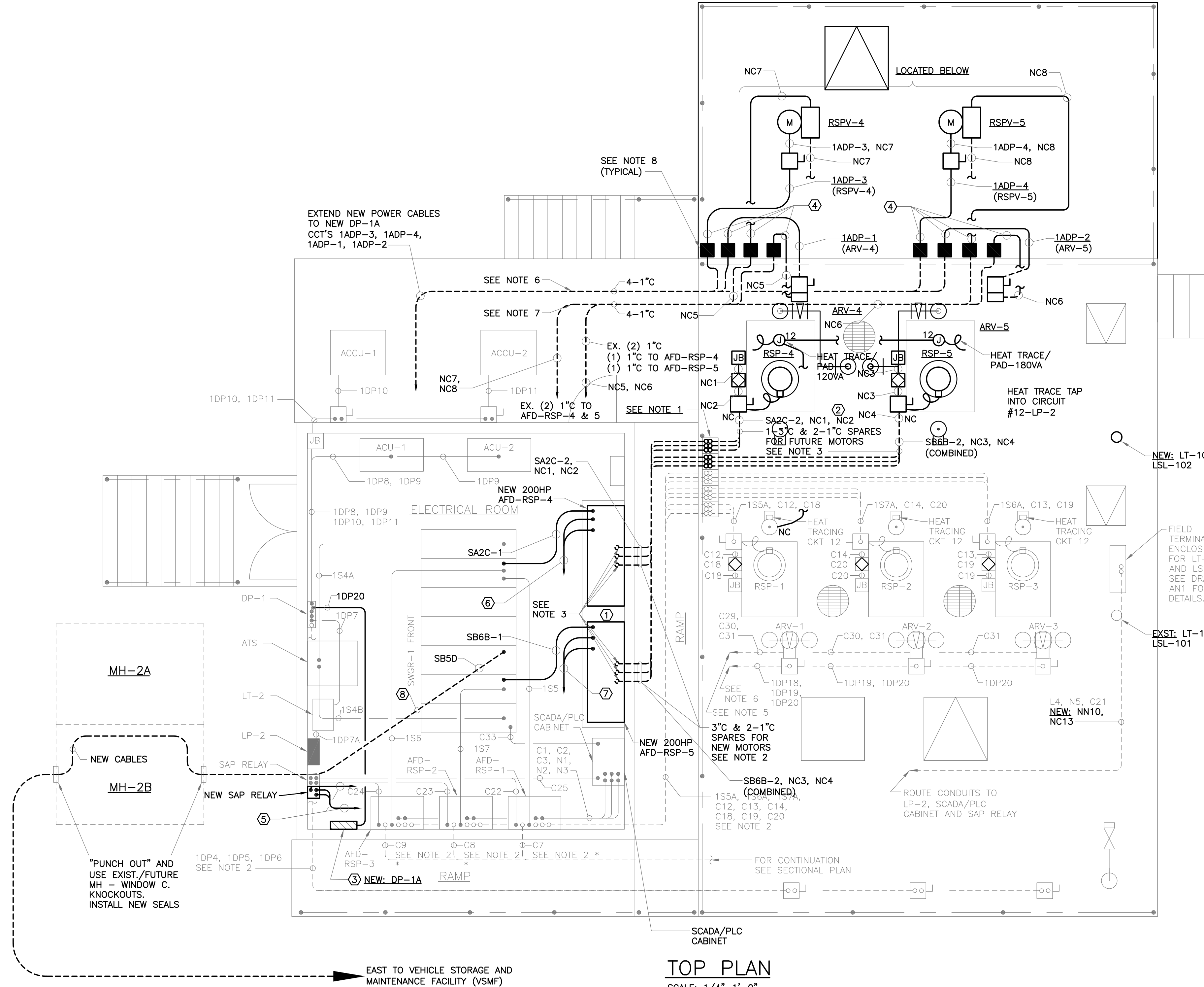
CITY OF ANDERSON, INDIANA
WATER POLLUTION CONTROL PLANT
FACILITY IMPROVEMENTS
DIVISION II

ELECTRICAL
WET WEATHER LIFT STATION (DEWEY)

SCHEMATIC DIAGRAMS

| | | | |
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| DWG | FE3 | | |
| SHEET | 145 | OF | 186 |
| DATE | SEPTEMBER 2011 | REV | 0 |

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TOP PLAN
SCALE: 1/4"=1'-0"

NOTES:(FROM PRIOR PROJECT, WITH EDITING FOR CONTINUITY OF DESIGN)

- EXISTING PULLBOX ALONG HANDRAIL ON UNISTRUT. STUB CONDUITS FROM UNDER THE RAMP INTO PULLBOX. RUN CONDUITS FROM PULLBOX TO RAW SEWAGE PUMP'S DISCONNECT, CONTROL STATION, AND JUNCTION BOX IN THE COVER SLAB.
- EXISTING CONDUITS ARE RUN UNDER ELECTRICAL ROOM SLAB AND UNDER RAMP.
- EXISTING STUBBED UP CONDUITS FOR USE TO TOP OF SLAB AND CAPPED.
- HOUSEKEEPING PADS FOR THE SWITCHGEAR, AFD-RSP-1, AFD-RSP-2, AFD-RSP-3, SCADA/PLC CABINET, LT-2, AND ATS. PROVIDE A 4" HIGH PAD THAT EXTENDS 2" BEYOND EQUIPMENT EDGES. SEE STRUCTURAL DRAWINGS FOR DETAILS.
- EXISTING CONDUITS C29, C30, C31 TO AFD-RSP-1, AFD-RSP-2 AND AFD-RSP-3 RESPECTIVELY.
- EXTEND EXISTING CONDUITS FROM DP-1, CIRCUIT NEW CABLES TO NEW DP-1A.
- EXTEND EXISTING 2-1" CONDUITS TO EACH NEW 200HP AFD, STUBBED UP THROUGH SLAB AND CAPPED.
- EXISTING STUBBED OUT CONDUITS FOR FUTURE USE OUT THE SIDE OF SLAB AND CAP. PROVIDE NEW COUPLING FOR THIS PROJECT.

LEGEND:

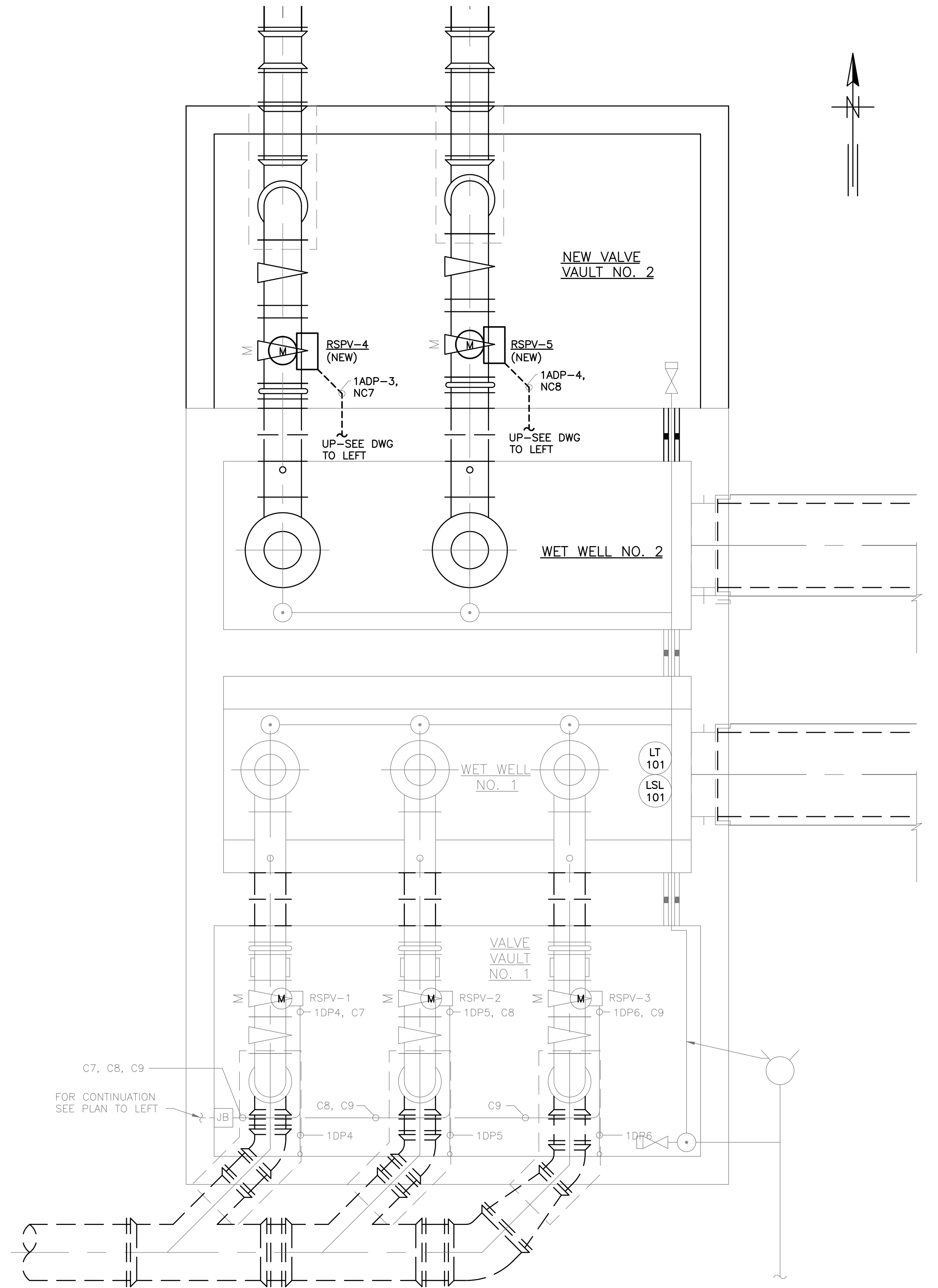
- NEW
- NEW CABLES IN EXISTING CONDUIT.
- EXISTING
- EXISTING IN SLAB
- NEW
- EXISTING

REFERENCED NOTES-NEW WORK-THIS CONTRACT:

- PROVIDE NEW EQUIPMENT PADS FOR NEW AFD'S.
- TYPICAL "NEW" CONTROL WIRES & DESIGNATION (N).
NC=NEW CONNECTION-CONDUIT, AND/OR WIRES.
- NEW DP-1A:
480V-3Ø-3W + G
225-MLO-65KAC
EATON TYPE PRL3a
SUB-FED FROM EXISTING DP-1
VIA A NEW 100A-3P C/B AND TO CONTAIN:
1. (1) 15A-3P HFD (REPLACING BOTTOM RH IN DP-1)
2. (1) 15A-3P HFD (ARV-4).
3. (1) 15A-3P HFD (ARV-5).
4. (1) 15A-3P HFD (RSPV-4).
5. (1) 15A-3P HFD (RSPV-5).
6. (1) 15A-3P HFD (SPARE)
7. (1) 15A-3P HFD (SPARE).
8. (1) 15A-3P HFD (SPARE).

CONTINUED:

- EXTEND CONDUIT TO NEW LOADS IN NEW SLAB.
- NC9 & NC10 FROM SAP RELAY TO NEW AFD-RSP-4 & 5.
NC14 TO SCADA/PLC PANEL
- NC11, NN8 TO SCADA/PLC PANEL.
- NC12, NN9 TO SCADA/PLC PANEL.
- NEW FEEDER TO NEW "VEHICLE STORAGE AND MAINTENANCE FACILITY" (VSMF). USE EXISTING 4" SPARE C. FROM SWGR. FEEDER "SB50" TO EXIST. MH-2B. PROVIDE NEW (2) 3 1/2" C. FROM MH-2B TO NEW VSMF.



SECTIONAL PLAN
SCALE: 1/4"=1'-0"

RECORD DRAWING

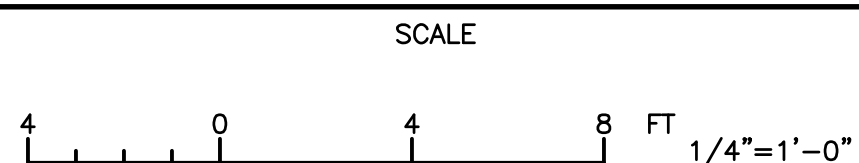
THIS RECORD IS NOT WARRANTED BUT IS BELIEVED TO REPRESENT CONDITIONS UPON COMPLETION OF CONSTRUCTION WITHIN REASONABLE TOLERANCES, BASED UPON THE INFORMATION FURNISHED TO THE ENGINEER PERTAINING TO CHANGES MADE DURING CONSTRUCTION.

GREELEY AND HANSEN
7820 Innovation Boulevard, Suite 150
INDIANAPOLIS, INDIANA 46278

DESIGNED WCF
DRAWN OC
CHECKED MA

APPROVED

| NO. | DATE | APPD | REVISION |
|-----|---------|------|--------------------------|
| 1 | 12/2013 | KLC | RECORD DRAWING REVISIONS |



CITY OF ANDERSON, INDIANA
WATER POLLUTION CONTROL PLANT
FACILITY IMPROVEMENTS
DIVISION II

ELECTRICAL
WET WEATHER LIFT STATION (DEWEY)
POWER PLAN

FILE NAME 01798FFE04.DWG
DWG FE4
SHEET 146 OF 186
DATE SEPTEMBER 2011 REV 1

FILE: J:\Projects\01798F Anderson WPC Improvements - Div 2\21 CADD Files\21.110 Conformed Drawings\01798FFE05 1:1 01/30/12 15:07 GH-H

| CONDUIT AND FEEDER SCHEDULE FOR WET WEATHER LIFT STATION (WWLS) | | | | | |
|---|------------|---------------------------|------------------------------------|---------------|--|
| 480 VOLT FEEDERS | | | | | |
| CONDUIT | | CONDUCTOR QUANTITY & SIZE | FROM | TO | REMARKS |
| NUMBER | SIZE | | | | |
| SA2C-1 | (NEW) | (NEW 3-400 KCMIL - 1#3 G | EX "WWLS" SWGR - "BUS "A" - CB #2C | NEW AFD-RSP-4 | NEW SERVICE TO NEW 200HP, RSP-4 AFD |
| | 3 | | | | |
| SA2C-2 | (EXISTING) | (NEW 3-400 KCMIL - 1#3 G | NEW AFD-RSP-4 | NEW RSP-4 | NEW FEEDER TO NEW 200HP, RSP-4 |
| | 3 | | | | |
| SB6B-1 | (NEW) | (NEW 3-400 KCMIL - 1#3 G | EX "WWLS SWGR- " BUS "B" -CB #6B | NEW AFD-RSP-5 | NEW SERVICE TO NEW 200HP, RSP-5 AFD |
| | 3 | | | | |
| SB6B-2 | (EXISTING) | (NEW 3-400 KCMIL - 1#3 G | NEW AFD-RSP-5 | NEW RSP-5 | NEW FEEDER TO NEW 200HP, RSP-5 |
| | 3 | | | | |
| 1ADP-1 | 1 | (NEW) 3#12-1#12 G | NEW DP-1A-CB#2 | ARV-4 | NEW FEEDER CABLES IN EXIST. & NEW CONDUITS |
| 1ADP-2 | 1 | (NEW) 3#12-1#12 G | NEW DP-1A-CB#3 | ARV-5 | NEW FEEDER CABLES IN EXIST. & NEW CONDUITS |
| 1ADP-3 | 1 | (NEW) 3#12-1#12 G | NEW DP-1A-CB#4 | RSPV-4 | NEW FEEDER CABLES IN EXIST. & NEW CONDUITS |
| 1ADP-4 | 1 | (NEW) 3#12-1#12 G | NEW DP-1A-CB#5 | RSPV-5 | NEW FEEDER CABLES IN EXIST. & NEW CONDUITS |

| CONDUIT AND FEEDER SCHEDULE FOR WET WEATHER LIFT STATION (WWLS) | | | | | |
|---|----------|---------------------------|-----------------|------------------------------------|---|
| CONTROL WIRING FEEDERS | | | | | |
| CONDUIT | | CONDUCTOR QUANTITY & SIZE | FROM | TO | REMARKS |
| NUMBER | SIZE | | | | |
| NC1 | (EX) 1 | (NEW) 2#12-4#14-1#12 G | (NEW) AFD-RSP-4 | (NEW) RSP-4 | NONE |
| NC2 | (EX) 1 | (NEW) 2#14-1#14 G | (NEW) AFD-RSP-4 | (NEW) RSP-4 REMOTE CONTROL STATION | NONE |
| NC3 | (EX) 1 | (NEW) 2#12-4#14-1#12 G | (NEW) AFD-RSP-5 | (NEW) RSP-5 | NONE |
| NC4 | (EX) 1 | (NEW) 2#14-1#14 G | (NEW) AFD-RSP-5 | (NEW) RSP-5 REMOTE CONTROL STATION | NONE |
| NC5 | (EX) 1 | (NEW) 10#14-1#14 G | (NEW) ARV-4 | (NEW) AFD-RSP-4 | NONE |
| NC6 | (EX) 1 | (NEW) 10#14-1#14 G | (NEW) ARV-5 | (NEW) AFD-RSP-5 | NONE |
| NC7 | (EX) 1 | (NEW) 14#14-1#14 G | (NEW) RSPV-4 | (NEW) AFD-RSP-4 | NONE |
| NC8 | (EX) 1 | (NEW) 14#14-1#14 G | (NEW) RSPV-5 | (NEW) AFD-RSP-5 | NONE |
| NC9 | 3/4 | (NEW) 2#14-1#14 G | SAP RELAY | (NEW) AFD-RSP-4 | NONE |
| NC10 | 3/4 | (NEW) 2#14-1#14 G | SAP RELAY | (NEW) AFD-RSP-5 | NONE |
| NC11 | 1 1/4 | (NEW) 24#14-1#14 G | AFD-RSP-4 | SCADA/PLC | NONE |
| NC12 | 1 1/4 | (NEW) 24#14-1#14 G | AFD-RSP-5 | SCADA/PLC | NONE |
| NC13 | EXISTING | (NEW) 2#14-1#14 G | LSL-101 | SAP RELAY | PROVIDE ADDITIOAL RELAYS - SAME AS EXISTING AS REQUIRED |
| NC14 | NEW 3/4 | (NEW) 2#14-1#14 G | (NEW) SAP RELAY | SCADA/PLC | NONE |

COMBINED #3 AND #4
DUE TO BLOCKED CONDUIT

| CONDUIT AND FEEDER SCHEDULE FOR WET WEATHER LIFT STATION (WWLS) | | | | | |
|---|----------|---------------------------|--|--------------------------|--|
| INSTRUMENTATION WIRING FEEDERS | | | | | |
| CONDUIT | | CONDUCTOR QUANTITY & SIZE | FROM | TO | REMARKS |
| NUMBER | SIZE | | | | |
| NN8 | 1 | (NEW) 2-2/C#16 TWSH | (NEW) AFD-RSP-4 | (EXIST.) SCADA/PLC PANEL | NONE |
| NN9 | (EX) 1 | (NEW) 2-2/C#16 TWSH | (NEW) AFD-RSP-5 | (EXIST.) SCADA/PLC PANEL | NONE |
| NN10 | (EX) 3/4 | (NEW) 2-2/C#16 TWSH | (LT-101, LSL-101 ENCLOSURE FOR NEW TRANSMITTER | (EXIST.) SCADA/PLC PANEL | PULL NEW CIRCUIT WIRES - THERE ARE ONE SET IN THE EXISTING CONDUIT. ALLOW BUDGET FOR REPLACING THE EXISTING SET OF 2-2/C#16 TWSH IF NEW CANNOT BE PULLED WITHOUT DAMAGING THE EXISTING |
| | | | | | |
| | | | | | |

RECORD DRAWING

THIS RECORD IS NOT WARRANTED BUT IS BELIEVED TO REPRESENT CONDITIONS UPON COMPLETION OF CONSTRUCTION WITHIN REASONABLE TOLERANCES. BASED UPON THE INFORMATION FURNISHED TO THE ENGINEER PERTAINING TO CHANGES MADE DURING CONSTRUCTION.



GREELEY AND HANSEN
7820 Innovation Boulevard, Suite 150
INDIANAPOLIS, INDIANA 46278

DESIGNED WCF
DRAWN OC
CHECKED MA

APPROVED

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| 1 | 12/2013 | KLC | RECORD DRAWING REVISIONS |
| NO. | DATE | APPD | REVISION |

SCALE

NOT TO SCALE

CITY OF ANDERSON, INDIANA
WATER POLLUTION CONTROL PLANT
FACILITY IMPROVEMENTS
DIVISION II

ELECTRICAL
WET WEATHER LIFT STATION

FEEDER SCHEDULES

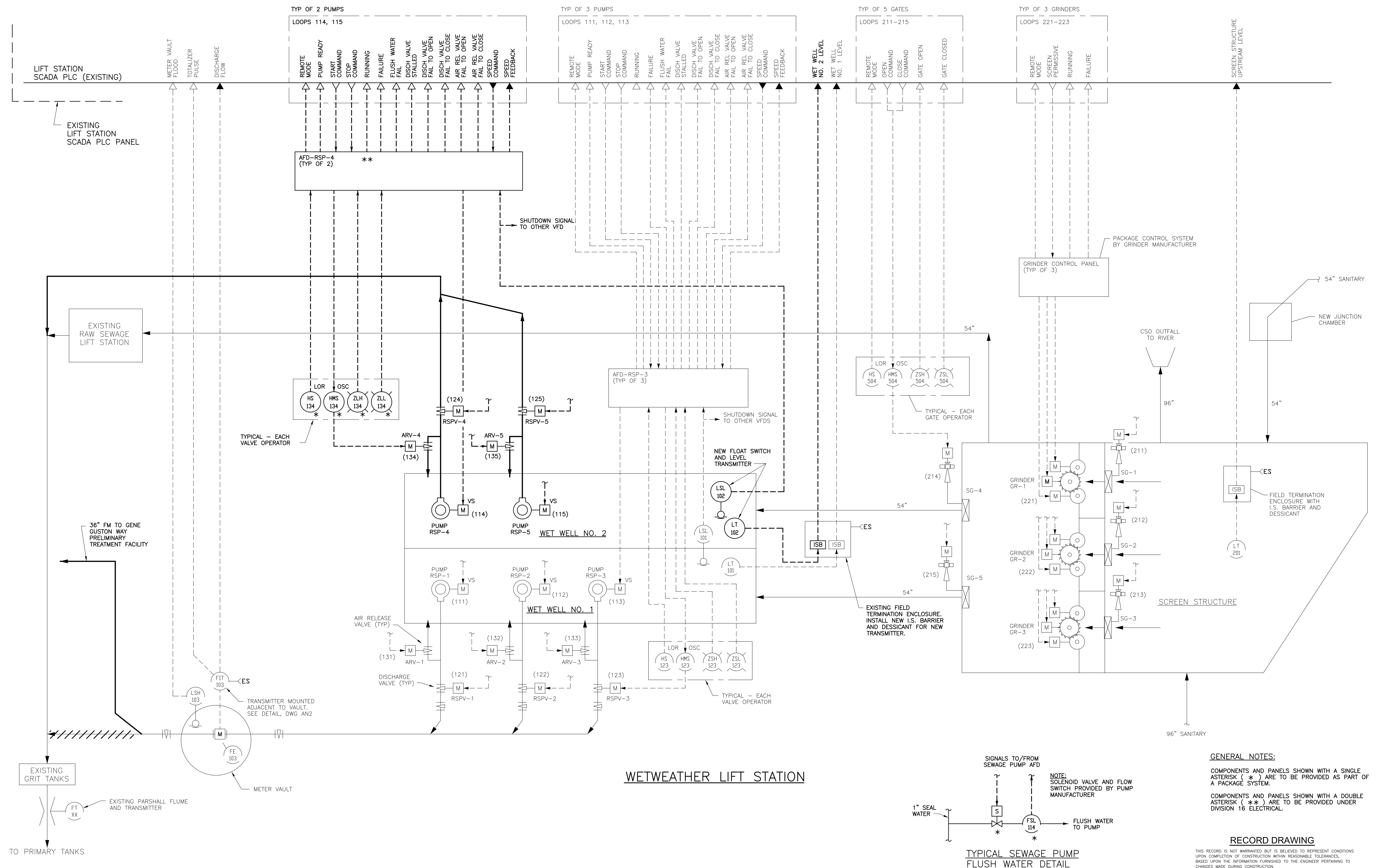
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SHEET 147 OF 186

DATE SEPTEMBER 2011 REV 1



INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader DC or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.04.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents

and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **Five (5)** days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information; **coordinate with provisions of Article 11 of these Instructions, "Subcontractors, Suppliers, and Others."**
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Contact Ryan Paschal, rpaschal@cityofanderson.com**. Bidder must conduct the required Site visit during normal working hours.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- H. **Bidder shall agree at the time submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price(s) bid and within the times and in accordance with other terms and conditions of the Bidding Documents.**

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **Renee Goff, renee.goff@egis-group.com**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than ~~seven~~ **six calendar days** prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security **in accordance with State Statute** made payable to Owner in an amount of **five (5)** percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions **or certified check**. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid

security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, ~~and~~ **without consideration of** those “or-equal” or substitute or materials. **Whenever it is specified or described in the Bidding Documents that a comparable, substitute, or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.**
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHER

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for **all** portions of the Work **within five days after Bid opening.**
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by

the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.03 *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.

13.04 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, the award may be made to Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Indiana state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

22.01 There are no Contracts to be assigned.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Anderson Water Pollution Control Utility through the Board of Public Works** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **See Section 01110 – Summary of Work**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **CIPP lining 3,600 linear feet of 36" force main, installation of new dry weather pumps at Dewey Street Pump Station, wet well top slab reconstruction, existing building demolitions, electrical upgrades, and monorail crane installation.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Egis Group ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Egis Group.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **512** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **618** days after the date when the Contract Times commence to run. Work shall be fully operationally completed within 547 days after the date when the Contract Times commence to run. The additional days to final completion, if needed, are for final, weather dependent, restoration items.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,200** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$600** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Illicit Discharge Quality Adjustments and Stormwater Deficiency Quality Adjustments*

- A. Contractor and Owner recognize that protecting waterways and natural resources as required by the Indiana Construction Stormwater General Permit is to be taken very seriously on this project. As such the following quality adjustments will be levied against the Contractor as explained in Specification 01571.
1. *Illicit Discharge Quality Adjustments*: Contractor be assessed a quality adjustment of **\$500** for each illicit discharge that occurs on the project as defined by Specification 01571 – Temporary Sediment and Erosion Control Section 1.3.B.
 2. *Immediate and BMP Stormwater Deficiencies*: Per Specification 01571 - Temporary Sediment and Erosion Control Section 1.3. C and D, Contractor shall be assessed a quality adjustment of **\$200** for each calendar day, or part thereof, that a deficiency remains uncorrected.
 4. Deficiencies can be concurrent and will continue until accruing until the deficiency has been corrected.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

- 5.02 Owner shall make quality adjustments in accordance with the Contract Documents, the amounts that follow,:
- A. Actions resulting in Illicit Discharges per 01571 shall result in deduction adjustments of \$500 per illicit discharge.
 - B. Actions or lack of action resulting in immediate deficiencies per 01571 shall result in deduction adjustments of \$200 for each BMP deficiency per calendar day or part thereof that the deficiency remains uncorrected after notification.
 - C. No deficiency quality adjustments will occur without prior written notification prior to accrual.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within 14 days of the Board of Works approval to pay the claim during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. The Owner shall withhold the following retainage.

- a. Withhold no more than six percent (6%) of the dollar value of all work satisfactorily completed until the public work is fifty percent (50%) complete, and nothing further after that.
- b. Withhold no more than three percent (3%) of the dollar value of all work satisfactorily completed until the public work is substantially complete.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 0 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **41** sheets with each sheet bearing the following general title: **Anderson WPCF Div. IV Dry Weather Pump Station and Forcemain Rehabilitation**.
 - 8. Addenda (numbers **1** to **[number]**, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]**
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor 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. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor 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. Contractor 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract 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 Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor 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. Contractor 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 Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "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 or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "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; and
 4. "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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

1.

Owner:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

SECTION 01140 SCHEDULE AND PROGRESS CONSTRAINTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Restrictions to Activities that limit the scheduling and progress of the Work.
 - a. The listed restrictions do not mean that all restrictions, constraints, or special conditions have been identified.
 - b. The list does not substitute for coordination and planning for completion of the Work within the Contract Time.
- B. Related sections include the following:
 - 1. Division 0 specifications for general conditions for the Work.
 - 2. Section 01110 – Summary of the Work for other schedule requirements.
 - 3. Other Division 1 specifications for general limitations and requirements for the Work.
 - 4. Section 02539 - Temporary Bypass Pumping for bypassing lift station flows.
 - 5. Technical specifications for specific limitations and requirements for the Work.

1.2 DEFINITIONS

- A. Activity – Definable portion of the Work.

1.3 SUBMITTALS

- A. Action Submittals
 - 1. Project Schedule
 - a. Allow for project-specific construction and schedule constraints in preparing schedules.
- B. Informational Submittals
 - 1. Implementation Plan
 - a. Schedule for:
 - 1) 36" force main lining
 - 2) connection point installations

- 3) control panel and other electrical upgrades,
- 4) bypass pumping,
- 5) pump removal/replacement (each pump),
- 6) commissioning.
- b. Temporary piping and restraint for dry weather pump station bypassing.
- c. Wet Weather Pump Station Bypass pumping plan.

1.4 SCHEDULING

- A. Coordinate and plan the construction activities to integrate each restriction into the performance of the Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CONSTRAINED ACTIVITY NO. 1

A. Activity

1. 30" Wet Weather Force Main Connection.
 - a. A permanent bypass connection point is to be installed on the 30" Wet Weather force main. The 30" Wet Weather force main conveys flows from the Wet Weather Pump Station to the Primary Clarifiers/Settling Tanks. The proposed bypass point will allow Wet Weather Pump Station flows to be diverted to either the existing 30" concrete force main or the existing 36" dry weather force main for future bypass needs.

B. Activity Start and End

1. Start: Isolation of Wet Weather Pump Station to remove from service by Owner.
2. End: Restoration of Wet Weather Pump Station to normal service.

C. Preceding Work

1. Coordinate with and obtain approval from the Owner at least 48-hours prior to start of activity.
2. Install new conduit and electrical cable to relocated pull box location for wet weather pumps. Have all terminations completed such that switch over can be completed quickly when wet weather pumps are able to come offline.
3. Wet Weather bypass plan must be approved and installed to allow wet weather to be offline. Bypass shall use the existing on-site bypass piping and begin at the Screening Structure.

4. During Wet Weather bypass, complete switch over of electrical connections for all wet weather panel relocations.
5. Install new seal water supply piping to wet weather pumps.
6. Install bypass connection to the 30" wet weather force main.

D. Equipment and Materials

1. The following equipment and materials are to be stored or otherwise available on the Site prior to initiation of the activity.
 - a. All piping, fittings, and valves on site prior to starting activities.
 - b. Bypass pumping equipment and any necessary fuel.
 - c. Crane or other lifting equipment, in position for the installation.

3.2 CONSTRAINED ACTIVITY NO. 2

A. Activity

1. 36" Dry Weather Force Main Connection.
 - a. A permanent bypass connection point is to be installed on the 36" Dry Weather force main. The 36" Dry Weather force main conveys flows from the Dewey Street Plant to the Preliminary Treatment Facility at the Gene Gustin Plant. The Wet Weather Pump Station is to be used as the bypass pumps for the Dry Weather Pump Station.

B. Activity Start and End

1. Start: Redirection of dry weather pump station flows to 30" force main to allow 36" force main to be taken out of service.
2. End: Restoration of discharging flows to the 36" force main.

C. Preceding Work

1. Coordinate with and obtain approval from the Owner at least 24-hours prior to start of activity.
2. Obtain Owner's approval of receiving manhole for waste hauling necessitated by force main Work.

D. Equipment and Materials

1. The following equipment and materials are to be stored or otherwise available on the Site prior to initiation of the activity.
 - a. All piping, fittings, and valves on site prior to starting activities.
 - b. Bypass pumping equipment and any necessary fuel.
 - c. Crane or other lifting equipment, in position for the installation.

2. Restrain temporary piping to prevent movement.
3. Direct discharges to minimize splashing.

E. Activity Limitations

1. Install 30" bypass connection point on the 30" concrete force main at 6th and Gene Gustin Way. This force main is not currently in service.
2. Install the 30" overland bypass piping to the nose of the PTF. Secure to minimize movement or splashing.

3.3 REIMBURSEMENT FOR SALARIES OF OWNER'S EMPLOYEES

- A. Reimburse Owner for the actual salaries, including premium time, paid by Owner to its employees where a constrained activity exceeding its scheduled time limitation, and Owner's employee worked outside of his/her normal work schedule related to the constrained activity.
1. The reimbursement shall be only for the extra work time necessitated by the constrained activity exceeding schedule.

END OF SECTION 01140