ADDENDUM NO. 3 TO CONTRACT DOCUMENTS

Date:	January 20, 2022
Project:	OWASA University Lake Permanganate Facility
Owner:	Orange Water and Sewer Authority
Engineer:	Hazen and Sawyer

To All Bidders:

Contractors submitting Proposals for the above-named Project shall take note of the following changes, additions, deletions, clarifications, etc., in the Contract Documents, which shall become part of and have precedence over anything contrarily shown or described in the Contract Documents, and all such shall be taken into consideration and be included in the Contractor's Bid Proposal.

All other general items, conditions, drawings, and specifications shall remain the same. Please acknowledge the receipt of Addendum No. 3 with the Bid Form.

Refer to the Attached Sheets.

The return receipt requested with this communication will be deemed evidence that the bidder has received this Addendum and has followed the instructions outlined herein. Please sign, date, clearly print company name, and email this sheet back to Hazen and Sawyer at owasaulakeperm@hazenandsawyer.com.

Company Name

Acknowledgement of Receipt

Date



1/20/2022

Melanie Mann, P.E.

HAZEN AND SAWYER

OWASA University Lake Permanganate Facility Project
OWASA CIP 270-28
SRF # WIF 1983

Addendum No. 3

GENERAL

Questions received and responses:

1. Question: OWASA's Covid-19 Safety Measures at OWASA Facilities and Job Sites, as included in Addendum 2, requires Contractor employees to stay away from OWASA staff and facilities if exhibiting symptoms or have received a positive COVID-19 test result within 14 days prior. Will OWASA's policy be updated to match current CDC guidance?

   Response: OWASA agrees to change "14 days" to "10 days" in this policy at the time of bidding this project. Note OWASA's policy is more strict than current CDC guidance and is subject to adjustment by OWASA.

2. Question: Delays in Contractor's progress due to unanticipated circumstances only allows for adjustment in Contract Time and not Price. Can this section incorporate reimbursement for Contract Time and Price? [Reference General Conditions, Article 4.05, Subsection C.]

   Response: Article 4.05 will not be changed by addendum.

3. Question: Delays in Contractor's progress due to unanticipated circumstances does not include language for a global pandemic. Can language be added incorporating global pandemic? [Reference General Conditions, Article 4.05, Subsection C.]

   Response: Article 4.05 will not be changed by addendum.

4. Question: Indemnification: Can the General Conditions be revised to restore original Subsection 7.18.C?

   Response: Article 7.18 will not be changed by addendum.

5. Question: Can the language "other items" be deleted? [Reference General Conditions, Article 15.01, Subsection E, bullet (l).]

   Response: Article 15.01.E will not be changed by addendum.

6. Question: Is the Contractor solely responsible for changes in prices for material or extreme lead times on materials after the project has been bid and awarded? Are these changes eligible for reimbursement by change order?

   Response: Changes in material prices and lead times of suppliers after the bid date are the responsibility of the Contractor as outlined in the General Conditions.

7. Question: Change in Law Clause: due to potential issues with jobsite shutdowns and Covid quarantine timeframes caused by changing laws or rules or regulations, we would like to request adding some language to protect ourselves in a situation like this that could potentially arise during the work of the project.

   Response: Delays in Contractor's Progress will be managed in accordance with the General Conditions.

SPECIFICATIONS:

Document 00300 – Proposal

Page 00300-6, Article 5 – Basis of Bid. Add to the end of Paragraph 5.02:

> "OWASA has established a Materials Testing Allowance" for this project. The materials testing allowance is intended to be used exclusively to cover the costs of third-party materials testing as required in the Contract Documents. This allowance is included on the Bid Form and will be included in the Total Base Bid of each bidder. The Contractor shall invoice items authorized for payment for materials testing with its monthly pay applications."

Page 00300-7, Bid Form.

> Replace the Bid Form with the revised Bid Form found in Attachment #1.

ATTACHMENTS

Attachment #1: Bid Form.

ATTACHMENT # 1

CIP NO.: 270-28
PROJECT: UNIVERSITY LAKE PERMANGANATE FACILITY
DATE: December 7, 2021

BID FORM
NOTE TO BIDDERS: DO NOT REMOVE THIS BID FORM
FROM THE CONTRACT DOCUMENTS

LUMP SUM SINGLE PRIME CONTRACT

UNIVERSITY LAKE PERMANGANATE FACILITY

ITEM NO.	DESCRIPTION	UNIT	BID PRICE
1	BASE BID	LS	
2	SYSTEM INTEGRATION	LS	**$165,519**
3	CONTINGENCY ALLOWANCE	LS	**$25,000**
4	MATERIALS TESTING ALLOWANCE	LS	**$25,000**
5	TOTAL BASE BID (SUM OF ITEMS 1, 2, 3 AND 4)	LS	

TOTAL LUMP SUM SINGLE PRIME BASE BID PRICE for the Project described in Sub-Article 5.01**,** complete as indicated by the Contract Documents (in words and numerals):

_____ Dollars

and _____ Cents ($ _____)

ITEM NO.	DESCRIPTION	UNIT	BID PRICE
6	ADDITIVE ALTERNATE BID	LS	

ADDITIVE ALTERNATE LUMP SUM SINGLE PRIME BID PRICE for the Additive Alternate Bid described in Sub-Article 5.01**,** complete as indicated by the Contract Documents (in words and numerals):

_____ Dollars

and _____ Cents ($ _____)

Bidder_____
(Print Name)

Bidder_____
(Signature)