



## ADDENDUM NUMBER TWO

MILLER SHOWERS DREDGING AND DISPOSAL  
150 W 17th St, Bloomington, IN 47404

**Date of Addendum: January 4, 2023**

**Date of Bid Opening: January, 23 2024**

To all bidders on the project:

The following amendments contained in this addendum to the invitation to bid issued on DATE, are hereby incorporated into the invitation to bid. The information contained in this Addendum shall become a part of the basic plans and specifications the same as if originally incorporated therein. The original plans and specifications shall remain in their entirety, except as modified by this Addendum. The items herein shall supersede information in the specifications and on the plans.

### 1. DATE OF BID OPENING

The bid opening date has been extended to be on January 23 2024.

### 2. SCOPE OF WORK AMENDMENT

CBU is adding the following option to the scope of work:

The use of a belt press will be allowed as a dewatering method of the dredged materials. The belt press must be kept out of the delineated wetland and the water from the dewatering process must be returned to the ponds and cannot be returned to the stream where we have indicated the use of geotextile bags.

### 3. HYDRAULIC VS MECHANICAL DREDGING

Understanding that some of the dredge material may not be able to be dredged hydraulically, CBU is allowing for limited mechanical dredging if necessary. This is with the understanding that the ponds will not be allowed to be lowered for machine access. Contractor will be liable for any and all damages done to the clay liner, or any other pond structures.

### 4. DRYING SPECIFICATIONS AND PERCENT SOLIDS

Percent solids must be at least 21%, able to pass a paint filter test, and be able to be disposed of in a solid waste landfill. Contractor is responsible for testing loads for percent solids.

### 5. PROPOSAL FORM AND SUPPLEMENTAL BID UNIT PRICES AMENDMENT



Revised pages 16 and 17 of the PROPOSAL FORM are issued and attached to this addendum (exhibit A). Bidder is to use these revised pages in preparing their bid.

Base bid, scope of work, and supplemental pricing will no longer be based on the 2900 wet CYS in the original manual. All references to 2900 CYS, shall now be replaced with 150 dry tons. Base bid and supplemental pricing will be based on dry weight (tons) of the dewatered material. Dry weight will be determined through the use of weigh tickets and percent solids testing done by a third party laboratory. The base bid and scope of work will now be based on 150 dry tons of dewatered material.

## 6. BIDDERS QUESTIONS & RESPONSES

- *Contractor requests the Addition of the Following Uncontrollable Circumstances to section 4.05 C: "5. a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; 6. Equipment Failure, or Accidents not the fault of the Contractor"*
  - This is acceptable and can be added.
- *Contractor requests that Section 18.04 be made mutual and cover Claims against the contractor, as well as the engineer and Owner, AND that the following language be added to the Section. "Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract."*
  - We cannot add this language to the contract.
- *Contractor requests that the following language be included into the insurance and indemnification section of the final contract document. "Claims by Owner's Employees. As to any claim made against the Contractor, The Owner waives any insulation from liability or immunity from suit with respect to injuries to the Owner's employees that may be extended to the Owner as a result of any payments made by Owner to such employees or under any applicable worker's compensation statute or similar law or judicial decision. Owner hereby indemnifies and holds harmless Contractor from and against any claims made by any of Owner's employees, contractors or representatives working in the course and scope of their employment by Owner unless such claim was the sole and proximate result of the gross negligence or willful misconduct of Contractor. Contractor will be held harmless from any worker's compensation liens incurred from Owner's insurance carrier, third party administrator or self-administered, self-insured claims programs."*
  - We cannot add the requested language, but can agree to this language instead: "Owner hereby indemnifies and holds harmless Contractor from and against any claims made by any of Owner's employees, contractors or representatives working in the course and scope of their employment by Owner unless the



damages sustained that are the basis of the claim were the result of the negligence, gross negligence or intentional actions of Contractor, its employees, assigns and/or subcontractors.”

- *Will Bloomington please confirm that all payments to contractor will be made under NET 30 payment terms upon receipt of properly formatted invoice from the contractor?*
  - No. This has to be net 45 per the City of Bloomington Controller Policy.
- *Have the materials specified in the scope of work been tested for PFAS / PFOA or any other 40 CFR 503 Regulated substances? Are there plans to test the materials for these substances during the duration of this agreement? If results are known will they be shared with the bidders?*
  - Please see addendum 1 for metals, PCB, and mercury results from sediment samples. If additional testing is required (other than percent solids testing), for acceptance of material to a landfill CBU will take responsibility for that testing.
- *Was this project prevailing wage required?*
  - This project is subject to the living wage ordinance outlined in the original bid manual.
- *Is there a budget that can not be exceeded?*
  - We are not disclosing a budget amount for this project.

**END OF ADDENDUM**



**EXHIBIT A**



PROPOSAL FORM

MILLER SHOWERS DREDGING AND DISPOSAL  
150 W 17<sup>th</sup> St, Bloomington, IN 47404

THIS BID IS SUBMITTED TO:

City of Bloomington Utilities  
Office of the Director  
600 E. Miller Dr.  
Bloomington, Indiana 47401

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed Miller Showers Dredging and Disposal at 150 W 17th St, Bloomington, IN 47404 and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all work as required by said Contract Documents, including any and all addenda now on file in the City of Bloomington Utilities, 600 East Miller Drive, Bloomington, Indiana 47401.

LUMP SUM BASE BID

The undersigned proposes to furnish all work for the Miller Showers Dredging and Disposal at 150 W 17th St, Bloomington, IN 47404, including the furnishing of all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the Scope of Work, including the Contingency Allowance amount, for the lump sum base Bid amount of

\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
(Price in Words)

(\$ \_\_\_\_\_ )  
(Price in Numerals)

CONTINGENCY ALLOWANCE

The above lump sum base Bid amount includes a contingency allowance for repairs, temporary and other unanticipated work. The contingency allowance amount included in the above lump sum base Bid is **\$25,000.00**. Payment shall only be made for the actual cost of work performed by the Contractor or a subcontractor plus allowable mark-ups based on a signed change order with the Owner. If the entire amount is not expended by the end of the contract the Contract Price will be reduced by the appropriate amount by Change Order.

SUPPLEMENTAL UNIT PRICES

The Contractor shall provide a price for all work as listed below. In all cases, the Work shown or reasonably implied by the plans is assumed to be included in the Lump Sum Base Bid. Supplemental Unit prices shall be used to address variations from the planned quantities either as an addition or deduct. Where the plans are not sufficient to establish the assumed quantities for a type of work, the assumed quantity is listed herein:

1. The following Unit Prices shall include all costs necessary for the complete installation of the materials or items indicated, including materials, labor, equipment, operations, administration, overhead, and profit.
2. These Unit Prices are submitted as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
3. The quantity of each item that is assumed to be part of the Base Bid is that quantity which is shown or clearly implied on the Plans or Specifications.

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|---|------|----|
| 1. <b>Dredging</b> (includes removal of rock other objects that might be trapped in sediment)(Note that the first <b>150 dry tons</b> of this Work is to be included in the Base Bid) | Tons | \$ |
|---|------|----|