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# ADDENDUM NO. 1

## MAIN WASTEWATER PUMP STATION REHABILITATION

PEC PROJECT NO. 11161

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Prepared for:

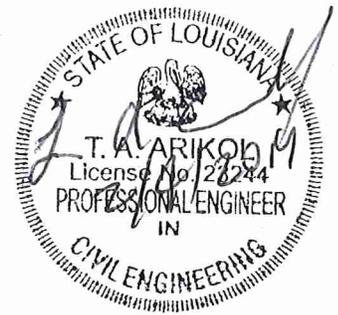
**ST. JOHN THE BAPTIST PARISH**  
**1811 W. AIRLINE HIGHWAY**  
**LAPLACE, LA 70068**

Prepared by:



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### **ADDENDUM NO. ONE (1)**

**DATE ISSUED: Monday, February 4, 2019**

**ORIGINAL BID DATE: Thursday, February 14, 2019**

**BID TIME: 2:45 PM (Local Time)**

**REVISED BID DATE: Thursday, February 21, 2019**

This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders.

The following items are issued to add to modify and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and the costs involved shall be included in the Bid Prices.

Acknowledge receipt of the Addendum by inserting its number on Page 00300-1 of the Bid Documents. Failure to do so may subject the Bidder to disqualification.

## IN THE SPECIFICATIONS

Make the Following Corrections:

### Section 00050, Advertisement for Bids

Change the Bid Date from February "14" to February "21" (Time of 2:45 pm is unchanged).

Add the attached Section 00100 Information for Bidders in its entirety.

## SECTION 00100 - INFORMATION FOR BIDDERS

### 1. **RECEIPT AND OPENING OF BIDS:**

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BIDS will be received by the St. John the Baptist Parish (hereinafter called the "OWNER"), at St. John the Baptist Parish located at 1811 W. Airline Highway, LaPlace, LA 70068 until 2:45p.m. (local time) on Thursday, February 21, 2019 and then at said office publicly opened and read aloud. Each BID must be submitted in a sealed envelope, addressed to St. John the Baptist Parish at 1801 W. Airline Highway, LaPlace, LA 70068

The OWNER reserves the right to waive any informalities except for those provisions and requirements of LA R.S. 38:2212, those stated in the advertisement for bids, and those required on the bid form. Owner reserves the right to reject any and/or all bids for just cause as permitted by public bid laws.

Any BID may be withdrawn prior to the above scheduled time for the BID OPENING or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 45 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual written agreement between the OWNER and the BIDDER.

### 2. **PREPARATION OF BID:**

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Each sealed envelope containing a BID must be plainly marked on the outside as BID for Main Wastewater Pump Station Rehabilitation and the envelope should bear on the outside the BIDDER's name, address and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at: 1811 W. Airline Highway, LaPlace, LA 70068.

All blank spaces for BID PRICES must be filled in, in ink or typewritten, and the BID FORM and the certifications must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER shall provide to BIDDERS, prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the CONTRACT.

### 3. **METHOD OF BIDDING:**

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The OWNER invites the following BIDS:

#### **Base Bid – Main Sewer Pump Station Rehabilitation**

The BIDDER must complete all parts of Section 00300, BID FORM, in conformance with the instructions in the CONTRACT DOCUMENTS.

A conditional or qualified BID will not be accepted.

### 4. **QUALIFICATIONS OF BIDDERS:**

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The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the

AGREEMENT and to complete the WORK contemplated therein.

## **5. BID SUBMISSION REQUIREMENTS:**

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5.1 At the time of the bid opening, Bids shall include only the BID FORM, BID BOND and CORPORATE RESOLUTION (if applicable).

5.2 Required Certifications, Attestations, Etc.

5.2.1 In accordance with La. R.S. 38:2227 and La. R.S. 38:2212.10, each bidder on this project must submit the completed Attestation Clause (Past Criminal Convictions of Bidders and Verification of Employees) form found within this bid package. The Attestation Clause form shall be submitted to the ENGINEER within 10 days after the opening of bids to PEC at 7600 Innovation Park Drive, Baton Rouge, LA 70820.

5.2.2 In addition to Part 5.2.1, before award of the contract to the lowest successful Bidder, Bidder shall furnish to the ENGINEER the following additional documents:

A. Non-Collusion Affidavit – Contractor (R.S. 38:2224).

B. All applicable insurance documents.

## **6. BID SECURITY:**

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Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID PRICES have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

## **7. TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

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BIDDER shall agree to commence WORK on or before a date to be specified in the written NOTICE TO PROCEED of the OWNER and to fully complete the PROJECT within the 270 calendar days thereafter. BIDDER shall agree to pay as liquidated damages the sum specified in Section 00500, AGREEMENT, for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

## **8. CONDITIONS OF WORK:**

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Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all materials and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Inspection trips for prospective BIDDERS are to be arranged through the office of the Engineer.

The Engineer is Professional Engineering Consultants Corporation. The ENGINEER's address is 7600 Innovation Park Drive, Baton Rouge, LA 70820.

## **9. PROJECT REQUIREMENTS:**

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The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within fourteen (14) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The successful BIDDER shall furnish a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the BID and CONTRACT to sign on behalf of

the CONTRACTOR.

The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the BID shall become the property of the OWNER.

The OWNER, within fourteen (14) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within fourteen (14) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fourteen (14) day period or within the period mutually agreed upon, the BIDDER may terminate the Agreement without further liability on the part of either party.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

#### **10. ADDENDA AND INTERPRETATION:**

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No interpretation of the meaning of the PLANS, SPECIFICATIONS, or other PRE-BID DOCUMENTS will be made to any BIDDER orally.

Every request for such interpretations should be in writing addressed to Professional Engineering Consultants Corporation at 7600 Innovation Park Drive, Baton Rouge, LA 70820 and to be given consideration must be received at least five (5) days prior to the date fixed for the BID OPENING. Any and all such interpretations and any supplemental instructions will be given in the form of written ADDENDA to the SPECIFICATIONS which, if issued, shall be sent by certified mail with return receipt requested and will also be sent either by fax transmission, email, or other electronic means or hand delivered to all prospective BIDDERS (at the addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the BID OPENING. If, however, the Addendum cannot be transmitted by such means, the bid opening will be postponed by at least seven (7) days. Failure of any BIDDER to receive any such ADDENDUM or interpretation shall not relieve such BIDDER from any obligation under his/her BID as submitted. All ADDENDA so issued shall become part of the CONTRACT DOCUMENTS.

#### **11. SECURITY FOR FAITHFUL PERFORMANCE:**

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A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate SURETY approved by the OWNER, will be required for the faithful performance of the CONTRACT. Only those surety companies currently on the U.S. Department of Treasury Financial Management Services list of approved bonding companies will be accepted. The agent selling the BOND must be currently licensed to do business in Louisiana. This will be verified by the OWNER.

#### **12. POWER OF ATTORNEY:**

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Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective-dated copy of their POWER OF ATTORNEY.

#### **13. NOTICE OF SPECIAL CONDITIONS:**

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Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Section 00900 Special Conditions
- b. Inspection and testing of materials.
- c. Insurance requirements.

**14. LAWS AND REGULATIONS:**

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All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

**15. METHOD OF AWARD – LOWEST QUALIFIED BIDDER:**

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If at the time this CONTRACT is to be awarded, the lowest BASE BID submitted by a responsive BIDDER does not exceed the amount of funds then estimated by the OWNER as available to finance the CONTRACT, the CONTRACT will be awarded on the BASE BID only. If such BID exceeds such amount, the OWNER may reject all BIDS or may award the CONTRACT on the BASE BID combined with such alternates as listed in the BID FORM, as produces a net amount which is within the available funds. **OR** This project contains no Alternate Bids.

**16. OBLIGATION OF BIDDER:**

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BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the DRAWINGS and SPECIFICATIONS, including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.