

ADDENDUM NO. 1
IP 18-08 TROTT BROOK BOARDWALK
CITY OF RAMSEY

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Addendum No. 1, issued January 30, 2018

Items modified or clarified by this addendum are below:

General Conditions/Responses to Clarifying Questions

- Performance & Payment Bonds are not required
- There is not a warranty/ guarantee associated with this project following completion and acceptance by the Owner.
- There are not liquidated damages associated with this project.
- Percentage of retainage/schedule of payments – see ‘Application for Partial Payment’, at the end of this Addendum, below.
- Engineered Shop Drawings are not required for this project.
- This project is not subject to any ‘Buy America’ provision.

- The contractor shall stage & layout materials from the West of the project site at Variolite Street, and progress to the East.
- The cattails/grass may be mowed by the contractor a maximum of 20’ feet on either side of the centerline of the proposed boardwalk, provided that frozen ground conditions exist.
- Mechanized vehicles may be used to move, carry, lift, haul, and place boardwalk components, provided that frozen ground conditions exist, and are limited to within 20’ feet on either side of the centerline of the boardwalk, and all/any equipment shall have tracks and not be wheeled equipment.

- Work may not commence on any aspect of the boardwalk’s construction until the Owner has received acknowledgement from the Army Corps of Engineers that work may begin. (A permit has been applied for, and a favorable finding of a Wetland Conservation Act ‘No Loss’ determination is expected.)
- Final acceptance may be deferred (if needed) until the surface of the wetland has thawed to allow for final leveling and adjustments/trimming of the 4” x 4”s by the contractor.

- The required City Contractor’s License is \$50 dollars.

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- **Ownership and Copies of Documents, and Security Thereof:** All Specifications, Plans and copies thereof furnished by the Owner, shall remain the Owner's property. They shall not be used on another project, nor be shared or otherwise transmitted to others.
- **Patent Fees and Royalties:** The Contractor will pay all license fees and royalties and assume all costs incidental to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The Contractor will indemnify and hold harmless the Owner and anyone directly or indirectly employed by the Owner from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.
- **Errors, Omissions, Etc:** Should it appear that the Work here intended to be done or any of the materials or matters relative thereto are not sufficiently detailed or explained on the Plans or in the Specifications, or should any error, discrepancy or inconsistency appear between any of the Plans and the Specifications, the Owner shall furnish additional drawings, details or explanations and shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such Plans and Specifications, or between several drawings and Specifications, or between several drawings, and the decision of the Owner therein shall be final and conclusive.
- **Contractor's Supervision, Superintendence and Safety and Protection:** The Contractor will supervise and direct the Work efficiently and with skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work the Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the Owner any conflict, error or discrepancy which he/she may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
The Owner will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any agents or employees or any other persons performing any of the Work.

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The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to: All employees on the Work and other persons who may be affected thereby; All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Work site; and Other property at the Work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- **Changes in the Work:** Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in the Contract Documents.

The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him/her to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in elsewhere herein.

- **Application for Partial Payment:** Prior to the first Friday of the following month for which payment is to be requested, the Contractor shall submit to the Owner a detailed estimate of the amount earned for the Work for the previous month, and request payment. As used in this section, the words "amount earned" means the value, on the date of the estimate for partial payment, of the Work completed in accordance with the Contract Documents. If the Contractor's estimate of amount earned conforms with the Owner's evaluation, the amount due the Contractor will be made as a recommendation to City Council for payment. After deducting the amount of all previous partial payments made to the Contractor, the amount earned as of the end of the previous month will be made payable to the Contractor after the fourth Tuesday of the following month.

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, will have passed to the Owner prior to the making of the application for payment free and clear of all liens, claims, security interests and encumbrances (elsewhere referred to as "liens"); and that no Work, materials or

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equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the Work site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

The Owner will, within fifteen (15) Calendar Days after receipt of application for payment, either indicate in writing approval of payment and present the application to City Council for payment, or return the application to the Contractor indicating in writing reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application.

Bid Specifications/ Responses to Clarifying Questions

Project Scope

- Under #1. (Project Scope), references that 'Each section shall be through-bolted in at least four places to the adjoining section.' These bolts shall be galvanized or zinc plated, with hexagonal or carriage bolt style heads, and minimum of 1/2" inch in diameter, with corresponding flat washer and nut.
- Traverse decking shall receive two 1/4 x 3 1/2 GRK Structural Screws per joist crossed, and two at each deck board end.
- Regarding Elevated Curb Detail, the 2" x 4" curb shall be either 8' foot or 16' foot in length with the ends cut at alternating 45 degrees, and overlapping, over a 6" 2" x 4" block as specified, approximately 32" inches on-center.
- Elevated curb screws (both curbing and blocks) shall be 3" Deckmate T-25 Star Drive coated screws, or approved equal.

- Under #3. (Material Specifications), Structural dimensional lumber shall be 'graded in accordance with National Design Specifications for wood construction' and sanded four sides, and not rough sawn lumber.
- 'All lumber shall be pre-stained brown, or stained brown on site'. There is no additional stain specification to be considered here – other than the color to be generally considered medium brown, and of uniform consistency in coverage (pre-stained brown as part of the pressure treating process, or stained brown on site).

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- Any fasteners, or footing support pans and 4 x 4 brackets that wish to be considered as 'approved equal' to what is specified within the Bid Specifications and Project Scope, **must be preapproved in writing by the Owner before the submittal of Bids**. It is the responsibility of the Contractor, to organize this evaluation and obtain written preapproval of a substitute. Note: Some of the above referenced materials may be covered by applicable Patents or Copyright law restrictions. No substitute shall be ordered or installed without the written approval of the Owner who shall be the sole judge of equality.

SUPPLEMENTAL INFORMATION

The Contractor shall bid on the Unit Price as indicated on the Bid Proposal, including utilizing the Extension Quantity of 1,500' as indicated. However, note that the most recent probable route measurement by aerial photo may indicate that the boardwalk as constructed *may* measure less than 1,500 feet (as was indicated), and may measure closer to between 1,300' to 1,400' feet when complete, as depicted below.



The time and date of the bid opening are not changed by this Addendum.