

ADDENDUM NO. 1

DATE: August 4, 2025

FROM: Matt Filla, PE, on behalf of the Town of Palisade

TO: All Bidders of Record

RE: Sewer Transfer Project

All Bidders of Record responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Question: "In reviewing the bidding instructions for the above referenced project, we see that contractors are required to submit documentation of previous project similar in scope and complexity with the bid. Since the requirement is to be submitted with the bid, a contractor takes the risk of not being approved after the opening, even though they may have had the successful bid. We would like to ask if a contractor could be pre-approved, in confidence, prior to the bidding process. We do not want to be in the position of spending weeks to prepare a bid only to find out it may be rejected."

Response: Clarification of the evaluation process has been included with this Addendum. Pre-Approval prior to the Bid due date will not be performed.

2. The Annue Odor control system is no longer available, and the lift station design is currently being modified to address this. A future Addendum will be issued that will include these modifications.

Please make note of the following bid document modifications:

1. Instructions to Bidders (C200) shall be deleted and replaced with the attached updated version.
2. Sheet C-102 shall be deleted and replaced with the attached updated drawing.

The original solicitation for the project noted above is amended as noted. All other conditions of the subject remain the same.

Respectfully,



Matt Filla, PE
Project Engineer – Lead, J-U-B Engineers, Inc.

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.
 - B. *Domestic Preference – American Iron and Steel (AIS) requirements instituted by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and of 2017 and subsequent annual appropriations for WWD programs.*
 - C. *Qualifications Document – The required submittal document outlining technical approach, proposed schedule, key personnel, and past performance. No cost data is to be included in this document.*
 - D. *Cost Proposal-- The completed and submitted Bid Form with all appurtenant documents as applicable as set forth within the Bid Form instructions.*

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 *designated* 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. *Addenda issued by Owner may be received through the Issuing Office.*
- 2.04 *Deleted*
- 2.05 *Deleted*
- 2.06 *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.

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1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by *the latest version of* Adobe Acrobat Reader. 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 2.06.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.
- C. *Deleted*

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 *Deleted*
- 3.02 *Deleted*
- 3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - 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.
 - E. Other required information regarding qualifications.

- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.06 Qualifications Document as outlined in Article 12 is required for a complete bid. Evaluation of Bidder qualifications is outlined in Article 18.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 *Deleted*
- 4.02 *Deleted*
- 4.03 A 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. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.04 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.
- B. The proposed work will take place within various easements with restrictions that will vary by individual property. The Contractor shall ensure all crew are aware of these restrictions and that all requirements of these restrictions are followed. These requirements are summarized in the 400 Sheets of the Drawings.
- 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.

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- 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. *Deleted*
 - 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. *Deleted*
 - B. *Deleted*
 - C. *Deleted*
 - D. *Deleted*
 - E. 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. *Deleted*
 - D. Bidders visiting the Site are required to arrange their own transportation to the Site.
 - E. All access to the Site other than during a scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Matt Filla (mfilla@jub.com). The only guaranteed access to the site will be during the scheduled Site visit.

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- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. 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.
- H. 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.
- I. 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.

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, Agreements*

- 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.
- C. *It is the responsibility of each Bidder before submitting a Bid to become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work, including but not limited to American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference which*

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apply to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

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. *Questions shall be submitted to Matt Filla (mfilla@jub.com) by the inquiry deadline of August 19, 2025.*
- 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 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 made payable to Owner in an amount of 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. Such Bid bond will be issued in the form included in the Bidding Documents. *Bid security must be at least 5 percent of the Bidder's maximum price.*
- 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 *Deleted*
- 9.03 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 *Deleted*
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. *Each such request shall include the Manufacturers’ Certification for Compliance with Domestic Preference requirements. Refer to the suggested Manufacturer’s Certification provided in these construction Contract Documents.* The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. *Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer’s Certification letter to document compliance with Domestic Preference requirements. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.*
- 10.03 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

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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 OTHERS

11.01 *Deleted*

11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. *All work to be performed by Subcontractor(s).*

11.03 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.

11.04 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.

11.05 *The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.*

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.

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- 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.
- 12.13 The Qualifications Document Shall not exceed 10 pages. The 10 pages does not include cover pages, table of contents, tabs, glossaries, resumes, and organizational charts. The Qualifications Document shall not include any cost data. To assist in the uniform evaluation of the Qualifications document, the following format shall be utilized:
- A. Table of Contents – The table of contents shall list all sections of the Qualifications Document. Any future amendments, additions, and/or revisions to the proposal shall be included in an updated Table of Contents
- B. Executive Summary – The Executive Summary Shall include a brief discussion of how the work will be performed and important highlights of the proposal.
- C. Technical Approach – The discussion of the technical approach shall:
1. Contain detailed explanations of proposed approaches to performing and accomplishing the work. Repeating the work statement without elaborating on the specific tasks to be performed is considered unacceptable;

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2. Contain a specific statement of any problems or major difficulties anticipated in performing or accomplishing the work, an evaluation of the various methods considered for resolution of the problems/difficulties, substantiation of the method(s) selected, principals or techniques which are proposed to solve the problem, and the degree of success expected;
 3. Include specific statements of any interpretations, deviations, and exceptions to the work statement, specifications, or other solicitation requirements (offerors are cautioned that excessive deviations and exceptions to the solicitation requirements may be detrimental to the evaluation of a Qualifications Document);
 4. In accordance with the work statement, include a proposed project plan which divides the work into severable tasks or phases which indicates for each task or phase the work to be accomplished;
 5. Include a discussion of the method(s) and resources to be used in timely preparation and transmittal of reports and submittals required by the solicitation; and
 6. Include an estimate of the extent of anticipated subcontracting together with a list of items or work to be subcontracted.
- D. Schedule – The discussion of the schedule shall, in accordance with the work statement, and the project plan established in the technical approach, provide start/completion dates, milestone dates, and labor hours. The basis for the hour estimates shall also be included.
- E. Key Personnel – The discussion of the key personnel shall contain information that demonstrates the capabilities of proposed Key Personnel to perform the work in accordance with the specifications. Minimum personnel qualifications may be found in Article 18 – Evaluation of Proposals and Award of Contract. The discussion of the key personnel shall also contain a resume for the Onsite Project Superintendent which shall include: contact information, education background, registrations and certifications, specialized experience and general experience. Resume shall be no more than three (3) pages in length.
- F. Past Performance. The discussion of the past performance shall contain descriptions of relevant past projects, including information about previous performance. Article 18 provides details on evaluation of past performance.

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 Deleted

13.03 Deleted

13.04 Deleted

13.05 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.

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- 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.

13.06 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.

13.07 Deleted

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include *the Bid Form, Bid security, and the other documents required to be submitted under the terms of Article 2 of the Bid Form.*
- 14.02 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 accompanied by the Bid security, the name and address of Bidder, and other required documents.*
- 14.03 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.
- 14.04 *A Bid shall be submitted no later than the date and time prescribed with the words “Cost Proposal” in the title. Qualifications document shall be submitted no later than the date and time prescribed with the words “Qualifications” in the title. Contractor contact information on Qualifications document must match the information provided on the Bid Form.*

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,

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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 Deleted

16.02 Bids will be opened privately.

16.03 Cost Proposals will remain sealed and shall not be opened until after Qualifications Documents have been reviewed and evaluated as described in Article 19. If a bidders qualifications are deemed unacceptable the cost proposal will be returned unopened. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after award of contract. Cost Proposals of Contractors whose Qualification Documents are deemed to be unacceptable will not be included in abstract.

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 Deleted

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. *Deleted*

C. *Deleted*

D. Deleted

E. *Deleted*

F. Deleted

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G. If Owner awards the contract for the Work, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

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.

18.08 Evaluation of Qualifications

A. In evaluating Qualifications, Owner will consider whether or not the Qualifications Document complies with the prescribed requirements, set forth in Article 12.

1. The proposal shall be evaluated on the following criteria:

a. Technical Approach – The evaluation will be based upon the extent of the offeror’s understanding of the project and the completeness, reasonableness, and feasibility of the proposed method(s) to complete the project. The approach for completing, and experience with, the following tasks shall be provided.

1) Sewer Line Installations

i) Similar size and length (a minimum of 10,000 LF of pipe installation as part of a single project is expected).

ii) Shallow pipe slopes

iii) Deep trenches and de-watering

iv) Stakeholder/property owner engagement

v) Narrow corridors and work zones

vi) Multiple crews (if proposed in approach)

2) Complex Industrial Facilities (such as lift stations)

i) Pump installation

ii) Reinforced concrete structures

iii) Facility piping

iv) Industrial equipment installation

b. Schedule – The evaluation will be based upon the extent of the offeror’s understanding of, and the completeness and feasibility of, the proposed schedule.

c. Key Personnel – The evaluation will be based upon the extent to which key personnel identified by the offeror meet or exceed the following minimum requirements:

1) A minimum of seven (7) years of relevant experience, with a minimum of three (3) years of specialized experience in heavy civil project construction. Specialized experience should also include demonstrated ability to perform

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specialized earthwork with control of funds and resources. The remainder of the relevant experience should be construction management experience the offeror believes to be relevant to this project.

d. Past Performance – The quality of the offeror’s past performance and that of any proposed subcontractors will be evaluated to determine the capability of the offeror and of significant and/or critical subcontractors to perform the work

2. The Qualifications Document shall be evaluated on each individual criteria outlined above. Technical Approach, Schedule, and Key Personnel will be rated by the following adjectives, as defined:

a. Superior: Exceeds most or all solicitation requirements. Complete, comprehensible, and the offeror has clearly demonstrated an understanding of all aspects of the project, the tasks necessary, and a concise plan for timely execution using personnel with experience exceeding requirements..

b. Acceptable: Meets solicitation requirements. Complete, comprehensible, and demonstrates an understanding of the project sufficient to complete all tasks with personnel who have the required experience.

c. Unacceptable: Technical approach and schedule have deficiencies and/or gross omissions. There may be a failure to understand the scope of work necessary to perform required tasks, or failure to provide a reasonable, logical approach or schedule. Personnel do not have the experience required.

3. The Past Performance criteria will be evaluated with the following adjectives as defined:

a. Superior: The evaluator anticipates that the offeror poses no risk to the delivery or installation of a quality project, or delivery of the project on time. No risk is anticipated for a lack of customer satisfaction and no risk is anticipated for cost growth from Cost Proposal based on past performance.

b. Acceptable: The evaluator anticipates that the offeror poses an acceptable level of risk to the delivery or installation of a quality product, or delivery of the product on time. Minor risk is anticipated for a lack of customer satisfaction and very little is anticipated for cost growth from Cost Proposal based on past performance.

c. Unacceptable: The evaluator anticipates that the offeror poses unacceptable potential risk to the delivery or installation of a quality product, or delivery of the product on time. Significant risk is anticipated for a lack of customer satisfaction and/or significant risk is anticipated for cost growth from Cost Proposal based on past performance

B. In evaluating Bids, Owner will consider whether or not the Qualifications 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.

18.09 Owner will evaluate the bids on both the Qualifications Document and the Cost Proposal to determine the most highly qualified Bidder offering the most attractive cost proposal. The owner will review and rank the Qualifications Document on the following criteria (listed in descending order of importance): Technical Approach, Schedule, Key Personnel, and Past Performance. Once Qualifications Documents are ranked, owner will proceed to open the Cost Proposals

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independently. Cost Proposals and Qualifications Documents are of equal merit in Bid selection. The owner specifically reserves the right to select a bid other than the bid with the lowest cost proposal if owner finds a higher cost proposal to be in the best interest of the owner. Owner further reserves the right to waive any formalities of the Qualifications Document or Cost Proposal and any irregularities in the submitted bids.

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.
- 20.02 *TABOR: In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, any final contract for the project and Work shall neither create nor be construed to create any multiple-fiscal year direct or indirect Town debt or other financial obligation whatsoever. Bidder and Town recognize that if the final contract will be dependent upon the continuing availability and appropriation of funds beyond the terms of the Town's current fiscal year period, that financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available*

ARTICLE 21—SALES AND USE TAXES

- 21.01 The Owner is exempt from Colorado state sales and use taxes on materials and equipment that are to be permanently incorporated into the Work (Exemption No. 09803910). These taxes shall

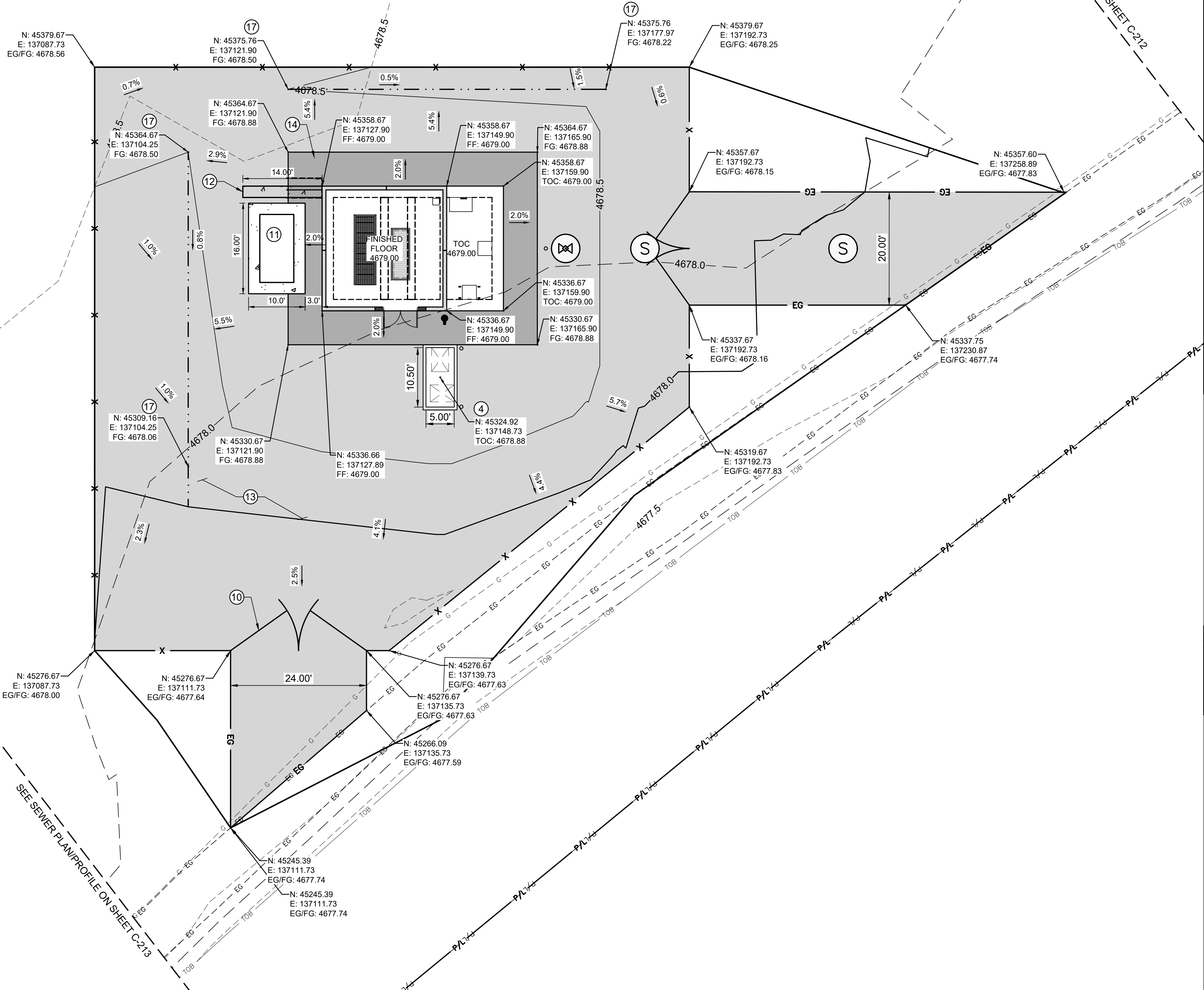
not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information..

ARTICLE 22—FEDERAL REQUIREMENTS

- 22.01 *If the contract project is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.*
- 22.02 *Federal requirements in Article 19 of the Supplementary Conditions apply to this Contract.*
- 22.03 *American Iron and Steel requirements apply to this project. Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.*

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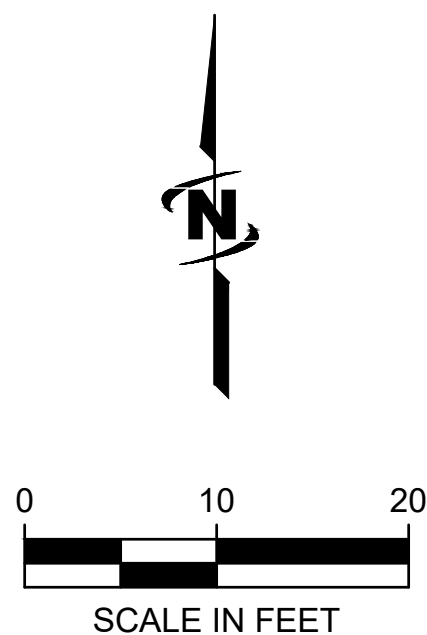
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KEYNOTE TABLE	
NUMBER	DESCRIPTION
①	18" PVC GRAVITY INFLUENT, SEE CIVIL PLAN/PROFILE SHEETS.
②	GRAVITY SEWER INFLUENT MANHOLE, SEE CIVIL PLAN/PROFILE SHEETS.
③	8" PVC C900 FORCEMAIN, SEE CIVIL PLAN/PROFILE SHEETS.
④	INSTALL TRAFFIC RATED PIG LAUNCHING STATION PER DETAIL 1/C-501.
⑤	INSTALL MANHOLE WITH 18" PLUG VALVE PER DETAIL 1/C-502.
⑥	INSTALL 8" PVC 45° BEND W/ MEGALUG RESTRAINTS, SEE SHEET C-212.
⑦	INSTALL 1½" TYPE PH-1 - LEVER OPERATED, SURFACE MOUNTED NON-FREEZE YARD HYDRANT, SEE DETAIL D-15200/D-507.
⑧	INSTALL BOLLARD, SEE DETAIL C-02160/C-503.
⑨	INSTALL 6' GALVANIZED STEEL CHAIN LINK FENCE W/ BEIGE SLAT SOURCE PRIVACY LINK PRIVACY SLATS (OR ENGINEER APPROVED EQUAL), SEE DETAIL C-02200/C-503.
⑩	INSTALL 6' GALVANIZED STEEL CHAIN LINK GATE W/ BEIGE SLAT SOURCE PRIVACY LINK PRIVACY SLATS (OR ENGINEER APPROVED EQUAL) AND 180 DEGREE SWING RADIUS, SEE DETAIL C-0200/C-503.
⑪	INSTALL GENERATOR ON CONCRETE GENERATOR PAD, SEE TYPICAL CONCRETE GENERATOR PAD 9/S-901.
⑫	INSTALL BUILDING HEIGHT CMU WALL PER STRUCTURAL DRAWINGS.
⑬	GRAVEL SURFACE W/FABRIC, SEE DETAIL C-02190/C-503.
⑭	6-WIDE CONCRETE SIDEWALK, SEE DETAIL C-02150/C-503.
⑮	BYPASS GRAVITY MANHOLE, SEE CIVIL PLAN/PROFILE SHEETS.
⑯	INSTALL 1 1/2" WATER SERVICE
⑰	SHALLOW SWALE FLOWLINE EXTENTS. FIELD FIT SMOOTH TRANSITION BETWEEN FLOWLINE AND FG SURFACE TO PREVENT STANDING WATER AND TO DISPERSE FLOWS ACROSS SURFACE.
⑱	SINGLE ANODE TEST STATION, SEE DETAIL 2/C-502
⑲	PIPE TO STRUCTURE TRANSITION, SEE DETAIL C-02122/C-503
⑳	FLEXIBLE CONNECTION AT BUILDING, SEE DETAIL C-02123/C-503

- GENERAL NOTES:
- SEE D-SHEETS FOR LIFT STATION PLANS, SECTIONS, AND DETAILS.
 - ALL WORK SHALL BE IN CONFORMANCE WITH THE LATEST CLIFTON SANITATION DISTRICT SPECIFICATIONS AND J-U-B ENGINEERING SPECIFICATIONS. IN THE CASE OF CONFLICT, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
 - PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS, CONCRETE SIDEWALKS, AND CONCRETE PADS. PROVIDE SMOOTH TIE-IN WITH EXISTING SURFACE ELEVATIONS. FINAL GRADING SHALL ALLOW FOR NATURAL SHEET FLOW DRAINAGE AND NOT CREATE LOW DEPRESSIONS FOR PONDING.
 - STRUCTURAL, ARCHITECTURAL, MECHANICAL HVAC, AND ELECTRICAL/INSTRUMENTATION COMPONENTS ARE NOT ALL SHOWN. COORDINATE ALL WORK WITH RELATED TRADES TO AVOID CONFLICTS.
 - CONTRACTOR SHALL MEET EXCAVATION, BACKFILL, COMPACTION, AND DEWATERING REQUIREMENTS OF THE GEOTECHNICAL REPORT BY HUDDLESTON-BERRY (BHE) DATED AUGUST 9, 2024.

HATCH LEGEND	
	6' WIDE SIDEWALK, SEE DETAIL C-02150/C-503
	GRAVEL SURFACE W/ FABRIC, SEE DETAIL C-02190/C-503



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
305 S. Main Street
Unit 6
Palisade, CO 81526
Phone: 970.208.8508
www.jub.com

BID SET

REUSE OF DRAWINGS

J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN ANY DESIGN OR INVENTION. NO PART OF ANY DESIGN OR INVENTION SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF J-U-B. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

REVISION	DATE	DESCRIPTION
1	8/1/2025	

SEWER TRANSFER PROJECT
TOWN OF PALISADE

CIVIL GRADING PLAN

FILE: 81-23-029 C-103
JUB PROJ. #: 81-23-029
DRAWN BY: WVD
DESIGN BY: AMN
CHECKED BY: GMV / MWF
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 7/30/2025
SHEET NUMBER:
C-102