



Village of Oak Harbor, Ohio
WWTP Improvements

ADDENDUM 5

June 1 , 2026

Planholders on the Village of Oak Harbor, WWTP Improvements are hereby notified of the following amendments to the Contract Documents. This Addendum is hereby made a part of the Contract Documents.

SPECIFICATIONS

Replace the following specifications with the attached:

C-410 Bid Form

Planholders should update the Table of Contents to reflect the above sections.

An updated Table of Contents will be included in the Issued for Construction Project Manual.

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON PAGE C-410-1 OF THE BID.

BID FORM

VILLAGE OF OAK HARBOR
WWTP IMPROVEMENTS

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Village of Oak Harbor
Village Administrator
146 Church St.; P.O. Box 232
Oak Harbor, OH 43449

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 The basis of award for the Contract will be the Base Bid Price, including Base Bid Equipment and Product Manufacturers.
- A. Bid Alternate(s), Mandatory Equipment and Product Manufacturer(s), and “or equal” will be considered by the Owner, in accordance with the Contract Documents, after the award of the Contract.
- 5.02 Bidder shall fill in all blanks on the Bid Form.
- A. The name or make of any piece of equipment or material of construction specified in the Contract Documents and identified on the following Base Bid Equipment and Product Manufacturer List shall be utilized in determining the base bid price.
- B. Where two or more Equipment or Product Manufacturers are named, or the words “Or Equal” are listed in the Contract Documents and not included in the Base Bid List, Bidders may utilize any of the named or follow the “Or Equal” process outlined in the Contract Documents.
- C. The Bidder shall identify their selected Equipment or Product Manufacturer on the Base Bid List as follows:

Base Bid Equipment or Product Manufacturer List	
Specification Section	Equipment or Product Manufacturers Select One by Circling
08125	Cross Aluminum Doors
11104	Sanitaire Division of Xylem
11210	Evoqua Water Technologies
11223	Lutz-Jesco
11233	Trojan Technologies

11238	Existing Blower	
11260	Hydro International	
11332	Duperon Corporation	
11735, 4.03, 4.04, 4.06,	Flygt	
11735 4.05	Hayward-Gordon	Wemco
11735 4.07	Roto	
11835	Process Wastewater Technologies LLC	
11841	Westech, Ovivo, Evoqua, Walker, Clear Stream (Addendum 5, Issued June 1, 2026)	
11841 4.02	Ford Hall	
16220	Caterpillar, Cummins-Onan, Kohler	
16230	Eaton	
16410	Square D	
16411	Square D	
16421	Eaton	
16440	Lake-Shore	

D. The Owner will have the right to select the Equipment or Product Manufacturer in the Base Bid List if Bidder fails to make a selection where required.

5.03 Bidder shall provide pricing for the Mandatory Equipment or Product Manufacturer Alternates below.

A. Where required, Bidder shall make a selection for the “Add” or “Deduct” by circling one, indicating that the price is to be Added or Deducted from the Base Bid Price, if the Owner accepts that Equipment or Product Manufacturer Alternate. If the Bidder fails to make a selection the default will be a Deduction.

B. A Mandatory Alternate is required for each Equipment or Product Manufacturer listed.

Mandatory Alternate			
Specification Section	Equipment or Product Manufacturers	Circle One	Dollar Amount
	Shall not be the same as Base Bid Provide pricing for Mandatory Alternate for all listed Equipment or Product manufacturers	Assumed to be a deduct unless one is circled	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	

Mandatory Alternate			
Specification Section	Equipment or Product Manufacturers	Circle One	Dollar Amount
	Shall not be the same as Base Bid Provide pricing for Mandatory Alternate for all listed Equipment or Product manufacturers	Assumed to be a deduct unless one is circled	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	

UNIT PRICE BID

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Item No.	Description	Estimated Quantity	Unit	Unit Cost in Numbers		Unit Price in Words	Total Estimated Cost of Item	
1	Wastewater Treatment Plant Improvements	1	LS					
	Allowances							
1A	General Contingency Allowance	1	LS	\$250,000				
1B	SCADA Main Control Panel	1	LS	\$170,000				
1C	SCADA/PLC Programming, O&M Manuals, Training and Project Management	1	LS	\$63,00				
1D	SCADA/PLC Start-up and Commissioning	1	LS	\$20,000				
1E	Laboratory and Misc. Equipment	1	LS	\$10,000				
	Contingency Items							
2	Excavation of Unsuitable Material	250	CY					

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05/2026

Addendum 2
Oak Harbor, OH
WWTP Improvements

Item No.	Description	Estimated Quantity	Unit	Unit Cost in Numbers		Unit Price in Words	Total Estimated Cost of Item	
3	Additional Special Backfill	250	CY					
4	Additional Class A Concrete	100	CY					
5	Additional Reinforcing Steel	1,000	Lbs					
6	Additional Sidewalks	2,500	SF					
	Alternates							
7	Demolition of the Existing Plant	1	LS					
Total Estimated Construction Cost:								

(Addendum 2, Issued 5/18/2026)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security; and
 - B. Evidence of authority to do business in the state of the Project; and
 - C. Previous Experience on similar projects or similar nature of work and value; and
 - D. Present project commitments, value of work remaining, and scheduled completion; and
 - E. List of Subcontractor, Process Equipment Suppliers and Material Supplier including their bid amount; and
 - F. Funding Documents included in Exhibit 2;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO)
)ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says as follows: answering whichever is applicable by placing an "X" before items 1 or 2.

- 1. () We are not charged with any delinquent personal property taxes on the general tax list of personal property in _____ County, Ohio.
- 2. () We are charged with delinquent personal property taxes on the general tax list of _____ County, Ohio including unpaid penalties and interest in the amount of \$_____.

Bidder

By: _____

Title: _____

Sworn and subscribed before me this _____ day of _____ 20_____.

Notary Public in and for

_____ State

My Commission Expires:

_____ 20_____