Jones & Henry
ENGINEERS, LTD.

Village of Antwerp
New Water Treatment Plant

ADDENDUM 1

October 16, 2026

Planholders on the Village of Antwerp, New Water Treatment Plant 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 for Construction Contracts

C-520 - Agreement

01010 - Definition of Contract Items

01021 - Allowances

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.

3103 Executive Parkway, Suite 300, Toledo, Ohio 43606 - 419.473.9611

BID FORM

Village of Antwerp, Ohio

New Water Treatment Plant

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Village of Antwerp, Ohio

122 S. Main Street,

Antwerp, Ohio 45813

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:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____

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.

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 anything 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 e 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
~~11020~~ 11026	WesTech, Tonka, Hungerford & Terry, Loprest
11401	WesTech, Tonka, Loprest
11735	Flowserve, Pentair, Paco Grundfos

(**Addendum 1, Issued October 16, 2026**)

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** Shall not be the same as Base Bid Provide pricing for Mandatory Alternate for all listed Equipment or Product manufacturers	**Circle One** Assumed to be a deduct unless one is circled	**Dollar Amount**
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		Add/Deduct	
		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 Price in Figures						Total Estimated Cost of Item	
				Labor		Material		Total Estimated Unit Price			
1	General WTP Work	1	LS								
2	Allowances	1	LS			~~$420,000~~ $430,000	00	~~$420,000~~ $430,000	00	~~$420,000~~ $430,000	00
3	Excavation of Unsuitable Material	50	CY								
4	Additional Special Backfill	50	CY								
Total Estimated Construction Cost:											

(**Addendum 1, Issued October 16, 2026**)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within ~~730~~ 690 (**Addendum 1, Issued October 16, 2026**) calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~760~~ 750 (**Addendum 1, Issued October 16, 2026**) calendar days after the date when the Contract Times commence to run.

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. List of Proposed Subcontractors

B. List of Proposed Suppliers

C. Required Bid security;

D. Evidence of authority to do business in the state of the Project; and

E. Required Bidder Qualification Statement with supporting data.

F. WSRLA Funding Documents

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_____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Antwerp, Ohio ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: a new Water Treatment Plant project that consists of the demolition of existing water treatment plant buildings and infrastructure; construction of a new 600 gallon per minute water treatment plant consisting of aeration, detention, high service pumping, filtration, and chemical addition; upgrades to existing well houses; and connections to existing utilities.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Village of Antwerp, Ohio New Water Treatment Plant.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Jones & Henry Engineers; 3103 Executive Pkwy, Suite 300, Toledo, Ohio 43606.

3.02 The Owner has retained Jones & Henry Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 690 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 750 days after the date when the Contract Times commence to run.

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4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

~~a.~~ 96 percent of Work completed (with the balance being retainage~~). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~ (**Addendum 1, Issued October 16, 2026)**

b. 92 percent of cost of materials and equipment not incorporated in the Work.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the prime rate per annum.

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ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

D. Contractor 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.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor 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 Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (C-520, Pages 1 to ___, inclusive).

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2. Bid Guarantee & Contract Bond (C-430, Pages ___ to ___, inclusive).
3. Performance Bond (C-610, Pages ___ to ___, inclusive).
4. ~~Labor and Maintenance Bond (C-612, Pages ___ to ___, inclusive)~~. (**Addendum 1, Issued October 16, 2026**)
5. Maintenance and Guarantee Bond (C-614, Pages ___ to ___, inclusive).
6. General Conditions (C-700, Pages ____to ___, inclusive).
7. Supplementary Conditions (C-800, Pages ___ to ___, inclusive).
8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: **___ [or]** the Drawings listed on the attached sheet index.
10. Addenda (Numbers 1 to ___, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (C-410, Pages ___ to ___, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no

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assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.
This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Village of Antwerp, Ohio

_____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

_____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

CERTIFICATION OF FISCAL OFFICER

The undersigned, as _____ of _____ hereby certifies that funds sufficient to meet the requirement of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

By: _____

Title: _____

APPROVAL BY OWNER'S LEGAL OFFICER

By: _____

Title:

Date: _____

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SECTION 01010
DEFINITION OF CONTRACT ITEMS

PART 1 GENERAL

1.01 FOREWORD

A. This Section describes the various Contract Items listed in the Bid.

1.02 WORK INCLUDED

A. Under each Item the Contractor shall furnish all labor, materials, tools, plant equipment, supplies, maintenance of equipment, heating, lighting and power, insurance and bonds, coordination, and all Work and in accordance with the Specifications Parts A, B, and Divisions 1 through 16 of Part C and necessary to complete the Work in accordance with the obvious or expressed intent of the Contract Documents.

1.03 WORKMANSHIP AND MATERIALS

A. The quality of workmanship and materials entering into any and all of the Items and the Work included shall conform to pertinent sections, paragraphs, sentences, and clauses, both directly and indirectly applicable thereto, contained in the Contract Documents, whether or not direct reference to such occurs under each Item in this Section.

1.04 PAYMENT

A. The lump sum and unit prices stated in the Bid shall be payment in full for the completion of all Work specified and described or required to be included in the Contract, complete, and ready for use.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

PART 4 SPECIAL PROVISIONS

4.01 CONTRACT ITEMS

A. The contract items are defined on the following pages.

ITEM 1
GENERAL WTP WORK

1.01 DESCRIPTION

A. Under this Item, the Contractor shall furnish all materials, equipment, labor, supervision, and coordination as specified, shown on the Drawings, or otherwise required to complete and place in operation the work for the Contract.

B. Item 1 includes all work shown on the Drawings and specified in Parts A, B, and Divisions 1 through 16 of Part C, unless specifically included for payment under other Items.

1.02 WORK NOT INCLUDED

C. Any Work specifically included under other Bid Items.

1.03 PAYMENT

D. The lump sum price stated in the Bid shall be full compensation for all Work required under Item 1.

ITEM 2
ALLOWANCES

2.01 DESCRIPTION

A. Under this Item, the Contractor shall furnish and perform all work necessary to provide the work described in Specification Section 01021 Allowances.

2.02 PAYMENT

A. The lump sum allowance stated in the Bid for Item 2 shall be full compensation to pay the invoices submitted by the provider of services included in Specification Section 01021. The amounts paid to the Contractor will be the sum of said invoiced amounts without any markup for the Contractor. Any such markup for the Contractor or subcontractors shall be included under Item 1.

ITEM 3
EXCAVATION OF UNSUITABLE MATERIAL

3.01 DESCRIPTION

A. Under this Item, the Contractor shall over excavate and dispose of any material that the Engineer determines to be unsuitable.

B. Only the removal of unsuitable material below the elevation of the planned Work is included and will be paid for under this Item.

C. Disposal of excavated unsuitable material is included under this Item.

3.02 WORK NOT INCLUDED

A. Trench and structural excavation and backfill.

B. Removal of sidewalks, pavement, and aggregate base of surface courses, where required.

C. Backfill of over-excavated area with Special Backfill is covered under other Items.

3.03 DEFINITION OF ITEM

A. Item 3 - Excavation of Unsuitable Materials.

3.04 MEASUREMENT

A. The quantity to be paid for under this Item will be the measured volume of material in the original position. Excavated material shall be measured by using average end areas and length.

3.05 PAYMENT

A. The unit price stated in the Bid for Item 3 shall be full compensation for each cubic yard of unsuitable material excavated and disposed of as specified, so measured.

ITEM 4
ADDITIONAL SPECIAL BACKFILL MATERIAL

4.01 DESCRIPTION

A. Under this Item, the Contractor shall furnish and install special backfill material as specified and as ordered by the Engineer.

4.02 WORK NOT INCLUDED

A. Special backfill material which is required, shown on the drawings or part of the work under Item 1.

4.03 DEFINITION OF ITEM

A. Item 4 - Special Backfill Material.

4.04 MEASUREMENT

A. The quantities to be measured for payment under this Item shall be the aggregate volume of compacted material used to fill the void created from excavation of unsuitable material or in areas ordered by the Engineer.

B. Where no excavation of unsuitable material took place the quantity to be paid for under this Item will be the measured volume of material using average end areas and length.

C. The quantities to be paid for under this item for a trench will be measured as follows:

1. Depth – One foot above the Pipe to the bottom of the aggregate base for pavement. When in the zone of influence of the road it shall be in accordance with the zone of influence detail on the Drawings.

2. Width - The width shall be the measured with of the trench, but shall not exceed the nominal diameter of the pipe, plus one foot on each side. No additional compensation shall be allowed when the Contractors equipment, techniques or means and methods. No additional width will be allowed for precast manholes construction.

3. Length - The quantities to be paid shall be the horizontal length of trench measured parallel to the axis of the line along the surface of the ground, with no deductions for manholes.

D. Delivery tickets shall not be utilized for determining the quantity.

4.05 PAYMENT

A. The unit price stated in the Bid for Item 4 shall be full compensation for each cubic yard of special backfill material furnished and placed as specified, so measured. (**Addendum 1, Issued October 16, 2026**)

END OF SECTION

SECTION 01021
ALLOWANCES

PART 1 GENERAL

1.01 SCOPE

A. This Section includes the allowances which are to be furnished by the Contractor per Paragraph GC-13.02 of the General Conditions.

B. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the Site, and all applicable taxes.

C. The Contractor's handling costs on the Site, labor installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

D. The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Engineer may direct, but he will not be required to employ persons against whom he makes a reasonable objection.

E. If the cost, when determined, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order.

1.02 SUBMITTALS

A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:

1. Shop Drawings for Review:

    a. Contractor shall prepare and submit proposals for the Owner to select the items included in allowance.

2. Information for the Record:

    a. Operation and maintenance manuals as may be required for items included in allowance.

    b. Invoices and delivery slips, for items provided under the allowance, shall be submitted to the resident project representative or Engineer.

1.03 PRODUCT HANDLING

A. The Contractor shall provide all labor, material and equipment to insure the safe delivery, handling and storage of goods until acceptance by Owner and Engineer.

1.04 GUARANTEE

A. Contractor shall provide manufacturer's warranties to the Owner for all goods provided.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 COORDINATION

A. Contractor shall advise Owner and Engineer of, and include in the schedule, the timing of the selection, Shop Drawing review and procurement of the goods or services required in the allowance.

B. Contractor shall be responsible for the coordination, of all allowance item(s) provided, with the remainder of the contract work.

3.02 ERECTION, INSTALLATION AND APPLICATION

A. Contractor shall assemble, install or apply all goods as may be required to complete the requirements of the allowance.

3.03 PROTECTION

A. Contractor shall examine all goods on delivery. All damaged or defective goods shall be returned to the manufacturer for replacement.

PART 4 SPECIAL PROVISIONS

4.01 LIST OF ALLOWANCES

		Allowance
A.	Asbestos Remediation	$10,000.00
B.	Utility Installation:	
	1. Electrical service installation and connection	$20,000.00
C.	Office furniture	$10,000.00
D.	Laboratory Glassware and Equipment	$5,000.00
E.	Control Panels, Computers, Internet Devices, Programming, Software	~~$200,000.00~~ $210,000.00
F.	General Contingency	$150,000.00
G.	Security Cameras	$25,000.00

(**Addendum 1, Issued October 16, 2026**)

4.02 DEFINITION OF ALLOWANCE

A. This allowance includes an Asbestos Study of any existing buildings and equipment to be removed. It is unknown if asbestos is present in the existing buildings. The asbestos study and remediation of any asbestos shall be included as part of this allowance.

B. Utility installation shall be in accordance with the specification, as shown on the Drawings and as directed.

C. The Office Furniture shall be selected by the Owner and a list provided to the Contractor.

D. The Laboratory Glassware and equipment shall be selected by the Owner and a list provided to the Contractor.

E. The control panels, computers, internet devices, programming, system integration and software will be provided by PAC Engineering and invoices provided to the Contractor.

F. This allowance shall be used as directed by the Owner to provide material and labor to enhance the work.

G. The Security Cameras will be supplied and installed by others. Invoices for this work will be provided to the Contractor.

END OF SECTION

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