



PURCHASING DEPARTMENT  
DIVISION OF BUDGET & FINANCE

PUR-1606  
ADDENDUM NO. 1  
INVITATION TO BID

MLK NATURAL GAS AND MECHANICAL UPGRADES

DATE: Friday, June 2, 2023

BIDS DUE: Wednesday, June 14, 2023  
2:00 P.M.(EDT/EST)

To Bidders:

This Addendum is hereby made a part of the Contract Documents on which all bids will be based and is issued to correct and clarify the original documents.

Please acknowledge receipt of this Addendum at the appropriate space on the Proposal Form. This Addendum consists of two (2) pages and one (1) attachment.

**NOTE:** All Bidders must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace, or any other chemical defense sprays; and Illegal substances.

**ITEM NO. 1:** *Inquiry:* Is there an alternative acceptable to place the 3-inch gas underground from the point at the meter location to the mechanical room. Please provide style and specific pipe manufacturer for this work. We will also need a riser diagram at each turned up location including the 2-inch stub for future.

*Response:* Part 1 of Item No. 1 herein: The project bid price shall be for the above ground installation; however, the County is open to value engineering proposals which reduce the total cost of construction without reducing the quality of the finished product. Any alternations shall be reviewed and considered as a "Value Engineering Change Proposal" as described in the included GC-4.11. (Attachment A)

Response: Part 2 of Item No. 1 herein: The base bid is the piping design as indicated on the plans, should the contractor propose a value engineering alternate for underground piping in lieu of above ground piping. The contractor shall locate any “stub ups” for future connections near the proposed locations indicated on the base bid plans.

**ITEM NO. 2:** Inquiry: Will the burner, if available be accepted to be dual fuel and reconnect the oil lines as emergency back up in lieu of removal of existing tank and related piping.

Response: The contractor shall provide a gas fuel only burner per the contract documents. The Contractor may provide a separate value engineering proposal to utilize a dual fuel burner and retain the existing oil tank as the secondary (back up) fuel source.

**ITEM NO. 3:** Inquiry: Is there a manufacturer’s requirement for the gas regulators for the newly installed 2 PSI system.

Response: No specific manufacturer is required.

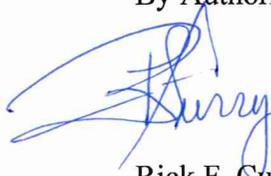
**ITEM NO. 4:** Inquiry: Will vent limiters be accepted or will all vents need to be run to the outside.

Response: Pipe regulators to the exterior.

**ITEM NO. 5:** Inquiry: Will mega press fitting in lieu of welded pipe be allowed?

Response: Press fittings are an acceptable piping method.

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing

(f) Notwithstanding any other provision of this section, unless such a defect is caused by negligence of the contractor or his/her subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage which results from any such defect in County furnished material or design.

(g) The warranty specified herein shall not limit the County's rights under the Contract Documents and is only intended to create the right and obligation of the Contractor to correct defective items during the warranty period. Nothing contained in the warranty shall be construed to establish a period of limitation with respect to other obligations which the Contractor has under the Contract and shall not be construed to waive or limit any claims against Contractor or his/her Surety arising after the expiration of the warranty period, including without limitation, faulty or defective work, indemnification obligations, and failure of the Work to conform to the Contract Documents. Moreover, nothing contained herein is intended to waive or limit any claim the County has or may have against the Contractor or Surety for latent defects appearing in the Work after the expiration of the warranty period.

(h) To secure the County against the nonpayment of such costs resulting from the Contractor's failure to make repairs during the warranty period as set forth herein, the County may require the Contractor, as a line item, to post a guarantee bond, in a form acceptable to the County, in the amount of five (5) percent of the total value of the Contract, or \$10,000.00 whichever is greater. The guarantee bond shall be posted prior to Final Payment. The guarantee bond must be executed by a surety satisfactory to the County and shall be effective for the longest guarantee period called for in the Contract Documents.

#### **GC-4.11 VALUE ENGINEERING CHANGE PROPOSALS**

(a) The contractor may submit to the Engineer, in writing, Value Engineering Change Proposals (VECP) for modifying the contract Documents for the purpose of reducing the total cost of construction without reducing design capacity or quality of the finished product. The Engineer will then forward the proposal to the Deputy Director with recommended action. The decision to accept or deny the proposal will be made by the Director. The Director will be the sole judge of the acceptability of a VECP. The decision will be final. The County will not consider appeals once the final decision is made. If accepted by the County, net savings resulting from a VECP will be equally divided by the County and the Contractor.

The Contractor may elect to pursue one of the following options.

**Option 1** – Submit the detailed Plans, Specifications and estimate of savings;

**Option 2** – Submit a written concept of the VECP for tentative approval and if accepted, submit the detailed plans, Specifications, and estimate of savings along with all design calculations, reports, studies, etc. for final approval at a later date.

**(b)** Each VECP shall result in a net savings to the Contract cost without impairing essential functions and characteristics of the items or of any other part of the project, including but not limited to service life, reliability, and economy of operation, ease of maintenance, desired aesthetics and safety.

**(c)** As a minimum, the Contractor shall submit the following information before receiving final approval of a VECP.

**(1)** A statement that the proposal is submitted as a VECP.

**(2)** A statement concerning the basis for the VECP and benefits to the County together with an itemization of the Contract items and requirements affected by the VECP.

**(3)** A detailed estimate of the cost under the existing Contract and under the VECP.

**(4)** Proposal Plans, Specifications and recommendations as to how the VECP changes shall be accomplished.

**(5)** A statement as to the time by which an extra work order adopting the VECP must be issued so as to obtain the maximum cost effectiveness. Typically, the County will require four weeks to review and approve a VECP.

**(6)** The Contractor's engineering cost for the VECP.

**(d)** The County will process the VECP in the same manner as prescribed for any other proposal that would necessitate issuance of a Change Order. The County may accept in whole or in part any VECP by issuing a Change Order which will identify the VECP on which it is based. The County will not be liable to the Contractor for failure to accept or act upon any VECP submitted pursuant to these requirements nor for any delays to the work attributable to any VECP PROPOSAL. Until a proposal is effected by Change Order, the Contractor shall remain obligated to the terms and conditions of the existing Contract. If an executed Change Order has not been issued by the date upon which the Contractor's proposal specifies that a decision thereon should be made, or any other date as the Contractor may subsequently have specified in writing, the proposal shall be deemed rejected.

**(e)** The Change Order effecting the necessary Contract modification will establish the net savings agreed upon, will provide for adjustment in the Contract prices and/or Contract time and will indicate the net savings to be equally divided between the Contractor and the County. The Contractor's costs for preparation of the VECP and the County's costs to review and administer the VECP will be deducted from the gross savings. The County reserves the right to include in the Change Order any conditions it deems appropriate for consideration, approval and implementation of the proposal. The Contractor's 50 percent share of the net savings shall constitute full compensation for effecting all changes pursuant to the Change Order.

(f) Acceptance of the VECP and performance of the work therein will not change the Contract time limit as a result of the VECP, unless specifically provided for in the Change Order authorizing the VECP.

(g) The County expressly reserves the right to adopt a VECP for general use in Contracts administered by the County when it determines that the proposal is suitable for application to other contracts. VECPs identical or similar to previously submitted proposals will be eligible for consideration and compensation under this section if such proposals were not previously adopted for general application to other contracts administered by the County. When a VECP is adopted for general use, compensation pursuant to these requirements will be applied only to those contracts awarded and for which the subject VECP has been submitted prior to the date of adoption of the specific VECP.

(h) Proposed changes in the basic design of a bridge or pavement type, or requiring modification to the right-of-way limits, will not normally be considered as an acceptable VECP. Quantity decreases or elimination of any Contract pay items as a result of changing field conditions, errors, etc. will not be considered as an acceptable VECP. If a VECP is based upon or similar to a change in the Plans, Specifications or Special Provisions adopted by the County prior to submission of the VECP, the Director will not accept the proposal.

(i) The requirements herein apply to all VECPs initiated and developed by the Contractor and which are identified as such by the Contractor at the time of his/her submission to the agency; however, nothing herein shall be construed as requiring the Director to consider or approve a VECP submitted by the Contractor.

(j) Subject to the provisions contained herein, the County or any other public agency shall have the right to use all or part of any accepted VECP on other projects without obligation or compensation of any kind to the Contractor.

(k) In the event a VECP is accepted by the County, the provisions of the Contract Documents that pertain to adjustment of Contract unit prices due to alterations of Contract quantities will not apply to the items adjusted or deleted as a result of making the VECP effective by Change Order.

#### **GC-4.12 CONTINGENT ITEMS**

(a) Construction items for which quantities are identified in the “Contingent Fixed Price Items Unit Schedule” or listed in the “Invitation for Bids Form” are established for the purpose of obtaining bids on one or more pay items that may be incorporated into the Project.

(b) The Engineer shall have sole discretion in determining whether and to what extent such items will be incorporated into the Project. The Engineer may order incorporation of such items at any location within the Contract and at any time during the Work. These items may not be located on the Plans. The estimated quantities set out in the Invitation for Bids for such items are presented solely for the purpose of obtaining a representative bid price. The actual quantities