

**Bristol to Middlebury Fiber Optic Project**  
**Elkhart County Highway Department**

**ADDENDUM NO. 1**

July 9, 2019

**Item 1: Completion Date**

**Article 3 – The Contract Price**

**Replace with the Following:**

**ARTICLE 3 -- THE CONTRACT PRICE**

The Owner will pay the Contractor for the performance of the Work subject to additions and deductions provided herein, in current funds, and per applicable Indiana law and the required procedures for payments by Owner, the sum of

\_\_\_\_\_ . The Contractor shall start the Work on or after

**August 1, 2019** AND COMPLETE THE Work on or before **November 1, 2019**. Any Work

remaining to be completed after **November 1, 2019** is subject to the following damages:

For each and every day Work contemplated in this Agreement remains uncompleted, and/or unsatisfactorily completed or unaccepted, beyond the completion date herein established (**November 1, 2019**), Contractor shall owe and pay to Owner the sum of One Thousand Dollars (\$1000.00) per day, as liquidated damages and not as penalty. In establishing said One Thousand Dollars (\$1000.00) sum per day as and for liquidated damages owed by the Contractor to Owner, the parties hereto stipulate and agree that the actual damages that would be suffered by Owner because of the failure of Contractor to timely complete the Work contemplated are indefinite and uncertain; however, the parties hereto stipulate that the sum herein established is a reasonable estimate by the parties of the probably damages to be suffered by the Owner upon the failure of the Contractor to timely complete the Work contemplated. The liquidated damages herein established shall be deducted daily from the Contract Price herein established, thereby reducing the same for the total amount of liquidated damages as herein stipulated, and hence reducing payments of the Contract Price Owner would

otherwise make. If an intermediate date is specified for one or more of the items or phases of the contract, liquidated damages will apply for that particular item or phase as if the intermediate date specified for said item or phase is conclusion of said portion of project or contract

## **TP-2 – Time of Completion**

**Replace with the following:**

### **TP2 - TIME OF COMPLETION**

#### **GENERAL**

Work on this Contract shall not begin prior to notice to proceed. The Contractor shall begin on or after **August 1, 2019** and shall complete all work no later than **November 1, 2019**.

This completion date is a 'fixed calendar date' as defined by INDOT Standard Specifications section 108

Determination and Extension of Contract Time for Completion and Failure to Complete on Time shall be in accordance with the Agreement and all applicable requirements of 108.08 and 108.09 respectively, and modified as follows.

No extension of Contract Time shall be allowed for weather or changes in quantities placed. Contract time and completion dates do not pause December 1 (or any other date) for winter and are calculated continuously until time of completion.

Changes in Contract Time will only be considered if requested in writing by the Contractor in accordance with Article 10 of the General Conditions.

The Contractor shall notify the Owner at least two (2) weeks in advance of his intention to perform any Work on the project. The contractor shall give the owner/inspector updated schedules of work on a bi-weekly basis or as the schedule changes. The Contractor shall also notify the appropriate agencies of his intention to close any County Road in connection with the project. See ROAD CLOSING REQUIREMENTS.

Note that "Road Construction Ahead" signage shall be installed prior to any other work, and shall be removed only upon final acceptance of the project or initial acceptance of the segment for paving packages. These signs shall be checked on a daily basis and promptly reset as needed.

Substantial completion is defined as the conduit and fiber in place, spliced as needed, and useable by the Owner for their purposes.

## Notice to Bidders

Replace with the following:

### NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Elkhart County, Indiana, will receive bids up to **9:00 A.M. on July 15th, 2019**, for the **Bristol to Middlebury Fiber Optic Project**. It is the responsibility of the bidder to insure that its bid is delivered on time to the Office of the Elkhart County Commissioners, County Administration Building, 117 N. Second Street, Goshen, IN 46526.

Plans, Specifications and bidding documents may be obtained from the **Elkhart County Highway Department, website** at [elkcohw.dreamhosters.com](http://elkcohw.dreamhosters.com) on **June 28<sup>th</sup>, 2019**. Plans, Specifications and Bidding Documents may not be obtained prior to this date.

Plans, Specifications and Bidding Documents will be available for inspection at the Elkhart County Highway Department Office, 610 Steury Ave, Goshen, Indiana starting on **June 28<sup>th</sup>, 2019**. A **pre-bid meeting** will be held at **10:00 A.M. on July 9<sup>th</sup>, 2019** at the Elkhart County Highway Department, 610 Steury Ave, Goshen, IN 46528. The pre-bid meeting is not mandatory, however attendance is recommended to receive the latest updates and have questions answered in the timeliest manner. Bidders who fail to participate in the pre-bid meeting and submit a bid do so at the risk of not having the best information.

Proposals shall be properly and completely executed on proposal forms furnished by the County in accordance with Revised Indiana Form 96 and shall be accompanied by the Contractor's Financial Statement form taken from Form 96A for any proposal of \$5,000 or more.

The Contractor shall submit an itemized proposal of the approximate quantities and components of labor and materials to complete the contract. Said proposal shall be upon the standard bid sheets used by Elkhart County, and said sheet must contain an authorized signature of the Contractor, or the bid of the Contractor may, at the discretion of Elkhart County, be rejected and declared invalid. Each proposal shall be accompanied by a non-collusion affidavit as required by the Statutes of Indiana. Bids shall be enclosed in a sealed envelope, bearing the title of the project and name and address of bidder.

Bids will be accepted only from bidders who have sufficient and qualified experience. Proof of qualifications must be submitted with the bid.

A current Contractor's Financial Statement taken from Form 96A and the Indiana Department of Transportation pre-qualification certificate may be placed on file with the Board of County Commissioners of Elkhart County at the Highway Department annually in lieu of executing these documents for each project.

Work may begin on **August 1, 2019** and shall be completed by **November 1, 2019**. Delays in completion beyond that date shall result in liquidated damages levied against the Contractor by Elkhart County. The damage charges shall be one-thousand dollars (\$1000) per day per beyond the above stated date and any intermediate completion dates noted in the specifications.

A satisfactory bid bond (10% of bid), payable to the Board of County Commissioners of Elkhart County, Indiana executed by the bidder shall be submitted with each bid.

No bids shall be withdrawn after the opening of the bids without the consent of the Board of Commissioners of Elkhart County for a period of thirty (30) days after the scheduled time of closing.

Said work shall be subject to all the provisions of the plans and specifications therefore herein above referred to including the completion date thereof and penalty clause as therein set forth.

Dated this 15<sup>th</sup> day of April, 2019

Board of County Commissioners of Elkhart County

By Patricia A. Pickens, Auditor

Advertise: June 19<sup>th</sup> and June 26<sup>th</sup>, 2019 - Elkhart Truth and Goshen News

**Item 2: Bidder Questions and Answers, To Date**

Q: Apollo Road is closed currently in the Town of Bristol. Will we have access to this area?

A: Elkhart County will work with the Town of Bristol to ensure the contractor will be able to access the road.

Q: The specifications mention that the entire R/W needs to be staked. Is this necessary?

A: No. The contractor is responsible for identifying the R/W and staying within it. It is the Owner's desire that the running line be along the edge of pavement wherever possible, therefore well away from the R/W line. It may be necessary to stake the R/W at certain locations, but it will not be required along the entire route.

Q: How detailed and accurate should the GPS locations be for as-builts?

A: Accuracy should be within 1 meter. GPS locations are required at all handholes, significant changes in direction, and every 500 feet on tangent runs (see TP15)

Q: Does the County require tracer wire, even if the shielded fiber is traceable itself?

A: No. The fiber must be traceable at the test stations. Achieving this by way of the shielded fiber itself is acceptable as long as the contractor can guarantee it is traceable.

Q: What load rating should the handholes be?

A: Refer to the specifications for details on handhole requirements.

Q: Is this project tax exempt?

A: Yes. We can provide tax exemption information at the contractor's request.

Q: Sunrise Lane is a private road. How will we have access?

A: There is an existing utility easement along this road. Fiber shall be installed within it. The County can provide its location.

**Item 3: TP-19 – Fiber Optic Cable clarification:**

Fiber optic cable rated for direct bury as described in TP-19, Item C, of the Project Technical Specifications may be used inside conduit.

**Item 4**

Pre Bid Meeting agenda and sign in sheet are attached.

# Bristol to Middlebury Fiber Optic Project

## Pre-Bid Meeting

Elkhart County Highway Department

July 9, 2019, 10:00 AM

## Agenda

1. Introduction
  - a. Elkhart County Staff
  - b. Construction Management Team
2. Overview of Project
  - a. 2x 1.25" conduit from existing handhole in Town of Bristol eastward CR 8 to the Pumpkinvine Trail, then East on Sunrise Lane across Main St. to the tower location East of Middlebury Elementary. One 144 SMF and one spare.
3. Maintenance of Traffic – follow MUTCD.
4. Permits – duty of contractor to get, if needed
5. Handhole Placement
  - a. Locations shown on plans are not exact. The owner expects the contractor to work with the inspector to select and approve final placement locations near the area shown on plans.
  - b. Additional handholes may be required due to site conditions. The contractor is expected to inspect the site, therefore extra handholes will be at the expense of the contractor.
6. Utility Coordination – contractor's responsibility
7. Record Drawings
  - a. PDF and KML files with GPS coordinates
8. Time of Completion
  - a. Completion date of October 1, 2019
  - b. No extra days for weather, supply delays, utility conflicts, shop drawing review, etc.
  - c. No contract time pause over winter
  - d. Liquidated damages: \$1000 per day
9. Special Right-of-Way conditions
  - a. Owner decides on use for unforeseen conditions. Contractor must submit request to use any portion of this item to Owner before proceeding with work. Use amount as listed in bid form for bid.
10. Measurement of Quantities
  - a. Measurements, at the surface, center to center of structures
  - b. Required slack loops are not paid for directly
  - c. Splicing not paid for directly, included in fiber
  - d. Splices needed on 144 fiber main cable for construction joints, phase terminations, end of spools, etc not paid for directly
  - e. OTDR tests required
  - f. Markers, trace wires, warning tape, etc. not paid for directly. Included in conduit.
11. Demonstration of Prior Experience
  - a. General contractor does not have to be INDOT pre-qualified

- b. All bidders must submit a list of similar projects completed within last two years describing project scope, work completed by bidder's forces, contract amount, and owner contacts
- 12. Use of Sub Contractors
  - a. Any sub contractors to be used on the project must be listed in the bid submittal.
  - b. List of similar projects completed needed for any subcontractors as part of bid packet.
  - c. Substitutions after the award only allowed at discretion of the owner.
- 13. Addendums posted on web site. We will notify known bidders when addendums have been posted via email.
  - a. Must acknowledge all addendums on bid sheet
  - b. Addendums have been known to be posted less than 24-hrs before bid due. Check the website often.
  - c. Will be at least one addendum after this meeting.
  - d. Owner will answer questions regarding the bid and answer via addendum up until 12:00 PM on Friday, July 12, 2019.
- 14. Pay estimates
  - a. 10 % retainage
  - b. Monthly estimates allowed
- 15. Maintenance Bond
  - a. Three years, starts only after final acceptance
- 16. Bids due on July 15, 2019 at County Commissioner's office (not here). Will be opened and read at the meeting at 9:00 AM.
- 17. Bidder Questions



