



- Facility Planning & Design
- Cost Estimating & Feasibility Studies
- Site Analysis & Acquisition
- Construction Management
- Facility Management

ADDENDUM 1

April 30, 2024

ADDENDUM NUMBER 1 to CONTRACT DOCUMENTS for

A NEW ADDITION FOR THE MIAMI COUNTY SHERIFF TACTICAL VEHICLE STORAGE FACILITY

2050 N. County Rd 25A

Troy, Ohio 45373

Documents prepared by WDC Group LLC, Springfield, Ohio, dated April 12, 2024

PART I - TO ALL CONTRACTORS:

- A. This Addendum is part of the contract documents. Changes shall be taken into account in preparing the bid. Contractors shall verify this by indicating receipt of addendum in their bids.

PART II - INTENT AND SCOPE:

- A. Attached to this Addendum are the meeting notes and sign-in sheet from the Mandatory Pre-Bid Conference.
- B. Attached to this Addendum is the known-planholders list.
- C. REMINDER: Bids will be received by the Board of Miami County Commissioners at 201 West Main Street, Troy, Ohio 45373 **until 1:35 PM (local time), Thursday, May 16, 2024** and then will be publicly opened and read aloud. Bidders are responsible to ensure bids are received by the deadline.
- D. CLARIFICATION: All questions, substitution requests, etc. are to be emailed to WDC Group at funderburgj@wdc-group.com and cavec@wdc-group.com.
- E. The Architect's Estimated Construction Cost for the project is \$384,200.

PART III - SPECIFICATIONS

- A. REPLACE: Section 00400 – Bid Form. Use the attached Section 00400 – Bid Form in lieu of the section previously provided.
- B. CHANGE: Section 01210 – Allowances. Add Part III, C, 6 to read “ALLOWANCE No. 7: The 1A GW&L Contractor shall provide an allowance of \$5,000 for Construction Testing Services during the

course of the project. The Construction Testing Company shall be approved by the Owner and the Architect and the results of the testing shall be sent directly to the Owner and the Architect.

- C. CHANGE: Section 01230 – Alternates. Change Section 01230 – Alternates, Part III, B, to add the following:

“2. ALTERNATE #2 – FURNACE AND CONDENSING UNITS: Provide material, equipment, and labor to install the furnace and condensing units including ductwork, thermostat, etc. as shown in the Drawings and Specifications. The tube heater and HVLS Fans shall be part of the 15B – Mechanical Base Bid.

3. ALTERNATE #3 – DEMOLITION: The 1A – GW&L Contractor shall provide material, equipment, and labor to complete the demolition of the existing building and hauling of all debris offsite as shown in the Drawings and Specifications. The 16A – Electrical Contractor shall disconnect electric prior to the demolition.”

- D. CHANGE: Section 01500 – Temporary Facilities. Part I, B, 1, b shall read “Toilet: The 1A – GW&L Contractor shall provide portable toilet facilities on site for all contractors related personnel for the duration of the project.”

END OF ADDENDUM 1



PRE-BID MEETING NOTES

A NEW ADDITION FOR THE MIAMI COUNTY SHERIFF TACTICAL VEHICLE STORAGE FACILITY

2050 N. County Rd 25A
Troy, Ohio 45373

April 22, 2024 - 11:30 AM

- Facility Planning & Design
- Cost Estimating & Feasibility Studies
- Site Analysis & Acquisition
- Construction Management
- Facility Management

1. Representatives of the Owner were present. Representatives of the Architect present were:

Jason Funderburg	WDC Group
Shawn Ray	Miami County
Ben Howlett	Miami County
2. This project will occur at the Miami County Sheriff's facility which is located at 2050 N. County Road 25A, Troy, Ohio 45373. Bidders can view the jobsite work areas following this meeting if they choose. Bidders can also contact Jason Funderburg at funderburgj@wdc-group.com to coordinate a time for themselves and their subcontractors to tour the facility. This should be done quickly to allow time for scheduling.
3. Drawings and specifications are available electronically via Dropbox. There is no charge to access electronic drawings. Contact WDC Group at 937.325.9991 or cavec@wdc-group.com for access to drawings and specifications. By registering with WDC Group, you will receive all addenda.
4. WDC Group is the Architect and will be leading the bidding and coordination of contractors and construction of this project. All questions should be sent to WDC Group via email and directed to Jason Funderburg. (Please submit any and all questions via email to both funderburgj@wdc-group.com and cavec@wdc-group.com) No questions shall be sent to the Owner.
5. Advertisement (00100) – Bids will be received by the Board of Miami County Commissioners at 201 West Main Street, Troy, Ohio 45373 until **1:35 PM (local time), Thursday, May 16, 2024** and then will be publicly opened and read aloud. Bidders are responsible to ensure bids are received by the deadline.
6. Invitation to Bid (00101) – Addenda will be issued for this project via email. All questions shall be submitted via email to funderburgj@wdc-group.com and cavec@wdc-group.com. Addendum #1 will include the pre-bid meeting notes, the pre-bid sign-in sheet, and the list of known planholders. Bidders are to ensure WDC Group has the correct email address for their company.
7. Instructions to Bidders (00200) - The last date for clarifications, questions, and submission of substitution material is Monday, May 13, 2024 at 9:00 am so the final Addendum may be issued. WDC Group will evaluate substitutions and/or equals for materials and manufacturers specified during the bidding process only not after bids are received. The Addenda become part of the contract documents. Only items that are documented via addenda are part of the contract. We recommend all questions from suppliers and subcontractors go through and be submitted by the prime contractor's office. Contractors will not receive any extra money or changes for things that could have been determined through examination of the site or the contract documents during bidding. If a Bidder does

not see a response to their question via addendum they are to continue to follow-up with the WDC Group to get a response in an addendum. If a conflict occurs within drawings, specifications and addenda, then the most stringent requirement in the documents it to be provided.

8. Supplementary Instructions to Bidders (00210) – (page 00210-5) The Owner will take the “lowest and most responsible” bid. These two items are not the same; the Owner is not required to take the lowest bid if that is not the most responsible bidder. Bidders are to review the items listed in this section to review the nine criteria the Owner will use to determine if bidder is “most responsible”. Contractors can contact WDC Group if they are unsure if they meet the nine criteria listed.
9. Construction Schedule (00300) – This project is to be complete by November 2024. The Architect is not, and will not, specify means and methods to contractors, by way of preparing the schedule or administering the project. If a Bidder has a problem, concern, or suggestion with the construction schedule, it should be brought up during the bidding process and the construction schedule can be modified during the bidding period only. Liquidated damages are tied to the construction schedule.
10. Bid Form (00400) – Bidders are to turn in this section on bid day to the offices of Miami County Commissioners. **Faxed or emailed bids will not be accepted.** Contractors will not be able to drop off bids to any other location. Bidders were asked to include contact information for the individual who would be most knowledgeable and able to answer questions concerning the bid (including an after hours cell phone number). Addenda are to be acknowledged on the front of the bid form. Bid Guaranty and Contract Bond form that is to be included in the bid was reviewed. In the State of Ohio, you can submit a bid guaranty/contract bond (some companies will provide a bid guarantee and the contract bond will be provided later) or contractors are permitted to provide a cashier’s check in the amount of 10% of the total bid. WDC recommends that contractors use the form provided. In the second paragraph of this form is where you enter the bid amount (if that line is left blank it covers the bid and all of the alternates). Bidders are to make sure that their insurance providers are licensed in the State of Ohio. Bidders were urged to complete the bid forms thoroughly including all alternates, unit prices, etc. The bid forms were reviewed and explained, including the Base Bids, Alternates, and unit prices. There are unit prices for dumpsters, labor, and concrete. There are several allowances included in the Base Bid for this project to be used at the Owner’s Discretion. There are Alternates for this project. It is highly recommended that bidders bid the Alternates. Bidders were reminded to sign the bid form and complete the non-collusion bid affidavit.
11. Combination Bids – The Owner is looking for the Lowest Most Responsible Bid and will consider any combination bids submitted. Contractors are to use the same nomenclature as bid form (1A, 16A, etc) as opposed to using the terms “plumbing”, “electrical”, etc. For example, if a contractor wanted to bid a combination of the 1A GW&L and 16A Electrical Work, then they are to put on their letterhead “This is our combination price for the 1A and 16A...” Bidders were reminded when submitting a combination bid to fill out alternates for all bid packages in the combination.
12. Contractor’s Qualification Statement (00450) Bidders are to be prepared to submit these forms on bid day. If a Bidder is the apparent low the Architect would

like to have the form within a few hours so that reference checks can begin immediately. It is suggested that this be included with the bid form on bid day.

13. Contractor's Certificate of Insurance (00620) – Contractors insurance coverage requirements are listed. Builder's Risk Insurance will be provided by the Contractor. WDC will be including a cost estimate for the project.
14. Release of Liens (00640) – Contractors will be required to turn in these forms to receive progress payments. These forms will be required with each pay application from the prime contractor and each subcontractor and material supplier throughout the term of the project.
15. Contract (00700) - The AIA contract that will be used for the project is included for bidder's review. Contractors will be required to sign/initial the additional clauses on pages 11-12 of the contract if they are awarded the project. Contractors are to review the contract now.
16. Supplemental General Conditions (00800) Building permit and permit inspections fees for this project will be paid by the Owner and shall not be included in the contractor's bid. Contractor will need to pick up the contract and then the County will reimburse the contractor for that cost. This specification section describes in more detail the liquidated damages. The Construction Schedule is part of the contract and liquidated damages can be charged based on each line item in the construction schedule, not just the final project completion date. The insurance limits for the project are shown on page 00800-7.
17. Prevailing Wage (00850) – This section was included in the specifications. In the state of Ohio, the Owner has three responsibilities related to prevailing wage rates (1) provide current rates, (2) provide updates as received, and (3) keep file of onsite interviews, etc. The Owner has provided the wages in the specifications and the Owner will provide any updates throughout the course of the project. The contractor has the responsibility to pay for any and all increases and Owner does not have to pay any additional based on those new rates.
18. Summary of Work (01110) – This section was reviewed.
19. Allowances (01210) – Allowances discussed in the specifications need to be included in the Base Bid. The Owner and Architect will choose when and if to use the allowances. Any and all allowances not used during the project will be deducted from the contract and returned to the Owner. The use of Allowances is the reason that Bidders are to provide a unit price.
20. Alternates (01230) – Alternates in the specifications need to be added to the Base Bid.
21. Change Orders (01250) –Change Orders can only be approved by the Owner and prior to the work being accomplished. Contractor must make sure they have written approval from the Architect before proceeding with their work. Subs, suppliers, and workers on the project must know how to proceed if a change order is thought to be needed. Any and all questions in the field must come through WDC Group first. Jason Funderburg can be contacted at all times via office phone, cell phone, email, or text. This project will use the AIA G701 Change Order form. When processing changes, anything that deviates from drawings/specs/addenda must be brought to WDC Group's attention ASAP.
22. Applications for Payment – Contractors must submit for payment using AIA's G702 and G703 documents. These can ONLY be purchased from AIA. No

copies or third-party software will be accepted. The forms must be original. Pay Apps will be required to be submitted electronically, and each submission must include the G702, G703, PW reports, and Release of Liens (see section 00640 for the appropriate forms). They are to be submitted to the WDC Group for review and approval first, then they will be given to the Owner. Schedule of Values will have separate items each broken down by material and labor, as well as the listed general conditions and overhead line items. The County is very good with payment – usually within two weeks. There is no set day by which pay applications are to be submitted.

23. Project Meetings (01310) – Project Meetings will be mandatory and will be held weekly at the jobsite. Each Bid Packages must have a representative and/or contractor in attendance at each meeting - someone who can make decisions related to time/schedule, manpower and costs as related to their company and to the project. Missing project meetings can result in the Owner assessing \$250 fines for each meeting missed.
24. Submittals (01330) – Submittals must be turned in per Construction Schedule and as specified in the section. Contractors shall review how submittals are to be turned into the Architect for review and approval. All submittals must include a coversheet that lists what you are submitting with correct specification title and number. The submittals need to be reviewed and approved by the contractor prior to submitting to the architect.
25. Temporary Facilities (01500) – All bidders are to review this section to see what responsibilities they have that are to be included as part of their base bid such as dumpsters, etc. There is water, and electricity at the facility that contractors can use for this project. The 1A – GW&L Contractor will need to provide porta toilets for use by all trades during the course of the project. (See Addendum #1.)
26. Cleaning (01710) – All Contractors will be responsible for daily cleaning and placing their debris, trash, etc., into the dumpster correctly. The project must be kept safe and cleaned at all times as the project site is in use 24/7, every day. Contractors will need to include temporary barricades, fencing, cleaning of jobsite, etc. during the course of the project in their Base Bids.
27. Substitutions (01630) – If a Bidder would like a substitution, then it must be submitted during the bidding process only. There will be no substitutions after the bid opening unless one of the two very specific issues listed in this section occur. Bidders must get substitution approval from the Architect in writing via an addendum. Please email all proposed substitutions to WDC Group. Any request must include the required information as specified in the section for the Architect/Owner to review and make a decision.
28. The drawings were reviewed.
29. The Architect’s estimate will be provided in the first addendum.
30. ALL questions must go to WDC. Bidders were reminded that only answers received via Addenda become part of the contract. If you ask a question and you receive an answer verbally, it HAS to be in the Addendum in writing to be part of the contract. Only items shown in the drawings, specifications, and Addenda are to be included in the Bid for the project.

SECTION 00400- BID FORMS

NAME OF PROJECT: **A NEW ADDITION FOR THE MIAMI COUNTY SHERIFF TACTICAL VEHICLE STORAGE FACILITY**
 2050 N. County Rd. 25A
 Troy, Ohio 45373

ARCHITECT: WDC GROUP LLC
 23 South Center Street
 Springfield, Ohio 45502

OWNER: BOARD OF MIAMI COUNTY COMMISSIONERS
 201 West Main Street
 Troy, Ohio 45373

BIDDER: _____ **BID PKG #(s):** _____
 (State full name of organization submitting Proposal) (i.e. 1A, 2A, 16A, etc)

MAILING ADDRESS: _____
PHONE (office): _____ **PHONE (mobile):** _____
CONTACT: _____ **TITLE:** _____
EMAIL: _____

NOTE: All applicable portions (except those marked optional) must be filled in for this Proposal to be accepted. Blanks in the Proposal must be properly filled in and the phraseology of the Proposal must not be changed. Additions, qualifications or limitations must not be made to the item mentioned therein and any unauthorized conditions, limitations or provisions attached to a Proposal will be liable to render it informal and may cause its rejection. The right is reserved to waive technical defects as the interest of Owner may require.

Each Contractor is to submit only one (1) "Form of Proposal".

A. OPENING COVENANT

Having carefully examined the Contract Documents, including Addendum (list all Addendum issued):

ADDENDUM# _____	DATED: _____	PAGES: _____
ADDENDUM# _____	DATED: _____	PAGES: _____
ADDENDUM# _____	DATED: _____	PAGES: _____
ADDENDUM# _____	DATED: _____	PAGES: _____

The Undersigned hereby agrees to furnish all labor and materials required to complete the work included for the Base Bid and Alternates listed, for the prices stated hereafter. These prices cover all expenses incurred in performing the work in strict accordance with the Drawings; the Project Manual which contains the Bidding Requirements, Contract Forms, Conditions of the Contract, and Specifications, and Addenda, prepared by WDC Group LLC.

The Undersigned hereby agrees:

- 1. To commence and complete the work within the time stipulated in the Project Schedule.
- 2. To accept all provisions of the Project Manual, Drawings and Addenda.

This form shall be included with the Bid envelope or an appropriate substitute listing information required in the ORC.

B. BID GUARANTY AND CONTRACT BOND (Section 153.571 Ohio Revised Code)

KNOW ALL MEN THESE PRESENTS, that we, the undersigned

(Name and Address)
as Principal and _____

(Name of Surety)
as Surety, are hereby held and firmly bound unto the _____, (Owner) hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the named Principal to the Obligee on _____ to undertake the project known as: _____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee.

In no case shall the penal sum exceed the amount of _____ DOLLARS (\$_____).

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates.

Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, and specifications; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect.

IF THE OBLIGEE accepts the bid of the Principal, and the Principal within ten days after awarding the contract, enters into a proper contract in accordance with the bid, plans, details, and specifications; which said contract is made a part of this bond the same as though set forth herein, and

IT THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details and specifications therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said

such Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to work or to the specifications.

SIGNED AND SEALED This ____ day of _____ 2024.

PRINCIPAL:

BY: _____

TITLE: _____

SURETY: _____

BY: _____

SURETY COMPANY ADDRESS:

Street

City

State

Zip

SURETY AGENT'S ADDRESS:

Agency Name

Street

City

State

Zip

Email Address

- C. Combination Bids, if provided should list the nomenclature of bid packages listed herein. For example a Bidder may wish to bid a combination of 1A and 16A, and if so, then a statement should be attached to this form that states the combination bid included work for Bid Packages 1A and 16A. Alternates for each package should be addressed in the separate attached form as well.
- C. **PROPOSAL SCHEDULE:** Bidders are cautioned that the following information should be fully completed including Base Bids and Alternates for the Bid Packages for which the Contractor wishes to be considered. Failure to do so may result in disqualification of the Bidder's Proposal at the Owner's discretion.

DESCRIPTION	TOTAL OF ALL LABOR & MATERIALS FOR THE SUM OF: (Write in words and figures)
1A – GENERAL WORK & LABOR	
Bid Package 1A General Work & Labor Base Bid:	BASE BID _____ (\$ _____)
Bid Package 1A Unit Price Dumpsters	Each dumpster _____ (\$ _____) <i>Allowance included in Base Bid: 10 30-cubic-yard dumpsters for use by the Owner and all contractors during project.</i>
Bid Package 1A Unit Price Labor	General Labor per hour _____ (\$ _____) Skilled Carpenter per hour _____ (\$ _____) <i>Allowance included in Base Bid: 100 hours of General Labor, 100 hours of Skilled Carpenter and 100 hours for one general laborer to be used at Owner discretion during project.</i>
Bid Package 1A Unit Price Sawcut, Excavate, Haul, Fill, Compact, & Concrete	Sawcut concrete, remove concrete, excavate, fill, haul, provide and install new fill and replace with new concrete. Per Cubic Yard _____ (\$ _____)
Bid Package 1A Alternate #1 INTERIOR METAL LINER	ADD TO / DEDUCT FROM BASE BID _____ (\$ _____)
Bid Package 1A Alternate #3 DEMOLITION	ADD TO / DEDUCT FROM BASE BID _____ (\$ _____)
15B – MECHANICAL	
Bid Package 15B Mechanical Base Bid:	BASE BID _____ (\$ _____)

DESCRIPTION	TOTAL OF ALL LABOR & MATERIALS FOR THE SUM OF: (Write in words and figures)
Bid Package 15B Unit Price Labor	General Labor per hour _____ (\$ _____) Skilled Mechanical per hour _____ (\$ _____) <i>Allowance included in Base Bid: 50 hours of one skilled mechanical labor and 50 hours for General to be used at Owner discretion during project.</i>
Bid Package 15B Alternate #2 FURNACE AND CONDENSING UNITS	ADD TO / DEDUCT FROM BASE BID _____ (\$ _____)
16A – ELECTRICAL	
Bid Package 16A Electrical Base Bid:	BASE BID _____ (\$ _____)
Bid Package 16A Unit Price Labor	General Labor per hour _____ (\$ _____) Skilled Electrical per hour _____ (\$ _____) <i>Allowance included in Base Bid: 50 hours of one skilled electrical labor and 50 hours for General to be used at Owner discretion during project.</i>
Bid Package 1A Alternate #3 DEMOLITION	ADD TO / DEDUCT FROM BASE BID _____ (\$ _____)

Note: Contractors are to rely on their own investigation of existing conditions and not the photographs provided in the drawings. The bidding documents are intended to show scope of work necessary to complete the contract.

D. ACCEPTANCE

BIDDER:

SIGNED BY

ADDRESS: _____

Type of Business Entity:

(Corporate, Partnership, Individual, Etc.)

List all individuals with financial interest in the Business Entity:

President of Business Entity _____

Secretary of Business Entity _____

If a Business Entity is organized under laws of the state of _____

_____ bid dated this _____ day of _____ 2024.

I, the undersigned do attest that I have read all parts of the bid documents and do attest that our company has had all questions on the scope of the project and contract language answered by the Owner or Architect prior to submitting this bid. And that our company intends to execute a contract, perform work, and complete the project by all terms and conditions of the bid and contract documents we have reviewed during the bidding process, without any exceptions. I attest that our company is not debarred from public construction contracts in the State of Ohio.

TITLE OF SIGNER: _____

SIGNATURE _____

NON-COLLUSION BID AFFIDAVIT

STATE OF _____)

SS”

COUNTY OF _____)

_____, being first duly sworn, deposes.

And says that he/she is _____ for

_____ the party making the

(NAME OF COMPANY)

foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

AFFIANT

Sworn to and subscribed before me, a Notary Public, on this

_____ day of _____, 2024.

NOTARY PUBLIC

My commission expires _____, _____.

END OF SECTION 00400