

**ADDENDUM 01**

DATE: September 22, 2021

PROJECT: Inclusive Playground  
Storybook Land at Wylie Park PROJECT #: 21027

LOCATION: Aberdeen, South Dakota

OWNER: Aberdeen Parks, Recreation & Forestry CONTACT: Mark Hoven

CONSULTANT: Confluence

CONTACT: Chad Kucker  
524 North Main Avenue, Suite 201  
Sioux Falls, SD 57104  
ckucker@thinkconfluence.com  
605-339-1205

BID SUBMISSION: The Park and Recreation Board of the City of Aberdeen will receive bids at its office at 225 Third Avenue Southeast, Aberdeen, SD until 2 p.m. on Monday, **September 27, 2001.**

This Addendum forms a part of the Contract Documents and is issued prior to receiving bids for the project. The addendum modifies the original bidding documents dated September 15, 2021 with amendments and additions noted below. The bidder shall note receipt and make acknowledgement of this addendum on the Bid Proposal, incorporating these provisions in the bid. All items in conflict with this addendum are hereby deleted.

**This Addendum consists of 1 page(s), not including attachments.**

ATTACHMENTS: Bid Form  
 Section 012200 – Unit Prices

**Project Manual**

1. Replace Bid Form with Revised Bid Form including Unit Prices.
2. Add Section 012200 - Unit Prices.
3. Section 312323 - Fill: Aggregate base course shall be used as fill material between existing grade and concrete walks/pavement.

**Drawings**

1. Sheet L-101/keynote 10: Existing play sand to be removed by Owner.

End of Addendum #1

**BID FORM**

**PROJECT IDENTIFICATION:**           **Inclusive Playground  
Storybook Land at Wylie Park**

Parks, Recreation and Forestry Department  
City of Aberdeen, South Dakota

**THIS BID WAS SUBMITTED TO:**   Aberdeen Parks, Recreation and Forestry Department  
225 3<sup>rd</sup> Avenue SE  
Aberdeen, SD 57401

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Bond. This Bid will remain open for 30 days after the day of bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

a. Bidder has examined copies of all the Contract Documents and of the following addenda:

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Receipt of all of which is hereby acknowledged and also copies of the Invitation to Bid, Information for Bidders and Information Available to Bidders.

- b. Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary.
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- d. Requirements of all laws, rules, regulations, etc. of the area in which the work is to be performed, whether specifically mentioned or not, either herein or elsewhere, shall be followed by all Contractors or Subcontractors.

4. BIDDER will complete all work associated with the inclusive playground for the following Lump Sum Bid amount: \$ \_\_\_\_\_

\_\_\_\_\_  
(Handwritten Bid Amount)

The following are unit prices for changing quantities of work items from those indicated by the contract drawings upon approval by the Engineer:

Item No:	Item Description:	Unit:	Unit Bid Price:
1.	Aggregate Base Course	Ton	(\$ _____)

**\*NOTE: Bids shall include sales tax and all other applicable taxes and fees.**

5. BIDDER agrees that:

Work may commence on, or after, October 7, 2021 and the project shall be substantially completed on, or before, May 6, 2022. Final completion of all work shall be completed on or before May 20, 2022. If the BIDDER fails to meet any of the completion dates as described above, the BIDDER shall pay liquidated damages for each consecutive calendar day following the date established for substantial completion and shall continue until the project is complete.

The project will be scheduled for calendar days for purposes of record keeping and penalties. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

- 6. The following documents are attached to and made a condition of this Bid:
  - a. Bid Form
  - b. Bid Bond

BIDDERS ARE CAUTIONED AS FOLLOWS:

By signing this Bid Form, the Bidder will be deemed to have signed and agreed to all items (a-d inclusive) shown above, whether actually signed and/or executed.

- 7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below (or) to the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 8. The terms used in this Bid, which are defined in the General Conditions of the Constructions Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

9. SUBMITTED ON \_\_\_\_\_, 2021

The undersigned Bidder hereby expressly acknowledges his understanding of, and his agreement to comply, with all project requirements during the performance of any work under any Contract resulting from this Bid.

Bidder will sign in the appropriate place below:

**An Individual**

By: \_\_\_\_\_ Individual's Name (SEAL)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**A Partnership**

By: \_\_\_\_\_ Firm's Name (SEAL)

\_\_\_\_\_ General Partner

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**A Corporation**

By: \_\_\_\_\_ Corporation Name  
\_\_\_\_\_ State of Incorporation (CORPORATE SEAL)

By: \_\_\_\_\_ Name of Person Authorized to Sign  
\_\_\_\_\_ Title

ATTEST: \_\_\_\_\_ Secretary

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**A Joint Venture**

By: \_\_\_\_\_ Name

Address: \_\_\_\_\_

By: \_\_\_\_\_ Name

Address: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

**SECTION 012200  
UNIT PRICES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

**1.2 COSTS INCLUDED**

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

**1.3 UNIT QUANTITIES SPECIFIED**

- A. Quantities and measurements of actual Work will determine the payment amount.

**1.4 MEASUREMENT OF QUANTITIES**

- A. Take all measurements and compute quantities. Measurements and quantities will be verified by Engineer.
- B. Measurement Devices:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.

**1.5 PAYMENT**

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.
- B. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products placed beyond the lines and levels of the required Work.
  - 4. Products remaining on hand after completion of the Work.
  - 5. Loading, hauling, and disposing of rejected Products.

**1.6 DEFECT ASSESSMENT**

- A. Replace Work, or portions of the Work, not complying with specified requirements.

**1.7 SCHEDULE OF UNIT PRICES**

- A. Item: 1. Aggregate Base Course. **735 tons of aggregate base course shall be included in the base bid.** Scale tickets will be collected for all aggregate base course delivered to the project site. Final payment will be adjusted based on scale tickets.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**