

Date:12/1/2023

**Addendum No. 1**

**For Project No. ENG2303730653  
Lincoln Amphitheatre Parking Lot  
Lincoln State Park  
Spencer County**

**ISSUED FROM: Engineering Division Dept. Natural Resources**

**ISSUE DATE: December 1, 2023**

**BID DATE: December 14, 2023**

**FOR AGENCY: Department of Natural Resources**

**The information contained in this Addendum shall become a part of the basic plans and specifications the same as if original incorporated therein. The original plans and specifications shall remain in their entirety, except as modified by this Addendum. The items herein shall supersede information in the specifications and on the plans.**

**ITEM No. 1: GENERAL**

- A. Attached, please find a copy of the pre-bid meeting sign-in sheet and pre-bid meeting agenda with a summary of the discussion and clarifications.
- B. Attached questions, clarifications, and additions to the drawings and specifications.

**State Form 21208R4**

**DAPW-118**

Re: Lincoln Amphitheatre  
Phase 2 – Parking Lot Improvements  
Lincoln City, IN  
Project #: LA23102  
DNR Project #: ENG2303730653

12-1-2023

### **ADDENDUM #1**

This addendum is to become a part of the Contract Documents and shall be properly acknowledged and dated on the Bid Form by the Bidding Contractor.

1. See the pre bid conference meeting minutes and sign in sheet attached.
2. Relative to the potential poor soils: The site contractor is to bid the project as shown on the plans and specifications. We are now requiring a unit price No. 1. Removal of unsatisfactory soil and replacement of satisfactory material.
  - a. Description: Remove unsuitable soil/subbase found while proof-rolling and haul to a separate pile at the indicated stockpile location at the Lincoln Amphitheater. Also place and compact #53 stone at areas where unsuitable soils are removed as required for placement of new asphalt surfaces.
  - b. Unit of Measure: Per Cubic Yard of soil excavated.
3. In the even that poor soil is found, the site contractor is to haul the poor soil and place in its own pile at the Lincoln Amphitheatre stock pile location identified on the plans with necessary erosion control measures similar to topsoil stockpile specifications.
4. See the Spec Section 012200 – Unit Prices Attached to this PDF.
5. There are NO prevailing wages on this project.
6. Relative to the temporary berm and tree clearing quantification question on site: The site contractor is to bid the project as shown on the plans and specifications with the knowledge that the arching berm pathway only will have been cleared to grade prior to your arrival on site. The goal will be for this to occur after hunting season but before construction begins.
7. The \$25,000 Allowance should be included in the bid per the specifications. See spec section “01020 Allowances” for details.
8. Stumps, (rubble, gravel, and concrete debris and all demolition debris) is to be hauled offsite. Excess soil, concrete wheel stops, and potential poor soil is to be hauled to the stock pile location identified on the plans on C2.1 and C2.2.
9. The bid due date is Until 1:31 P.M (Indianapolis Time), December 14<sup>th</sup> 2023
10. The official Notice To Bidders and all related Instructions To Bidders is now posted on the DNR’s website. Please see their website for details.

<https://www.in.gov/dnr/engineering/bidding/>

Universal Design Associates, Inc.

  
Jason A. Brown, AIA



# Lincoln Amphitheatre

## Phase 2 – Parking Lot Improvements

Lincoln City, Indiana



### PRE-BID CONFERENCE MINUTES

Monday, November 27, 2023  
10:00 A.M. CST / 11:00 A.M. EST

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a.) **INTRODUCTION:**

Owner: State of Indiana, Indiana Department of Natural Resources **Nathan Smothers**

Director: Marc Steczyk

Property Manager: Joe Compton, Indiana Department of Natural Resources

Architect/Engineer: Universal Design Associates, Inc. **Bethany Hopf and Jason Brown**

b.) **PROJECT DESCRIPTION:**

The work consists of base bid and alternates for new parking lot updates and other miscellaneous work as called for in the plans and specifications.

c.) **PROJECT LOCATION:**

15032 E. County Road 1500, Lincoln City, IN 47552

d.) **BID REQUIREMENTS:**

Thursday, December 14, 2023 at 1:31 P.M. EST (Indianapolis Time)

- Bids

- a. Secured Electronic **Bid Submission via email**. Bids received until 1:31 PM (Indianapolis Time) December 14, 2023

- b. Microsoft Teams Live Event Bid Opening at 2:00 PM (Indianapolis Time) December 14, 2023.

- Bids shall be taken from Prime Contractors pre-qualified by the Public Works Certification Board in the following classification/s: 1611.02 Asphalt Construction of Roads and Parking Lots or 1794.01 Earthmoving and Land Clearing or 1794.02 Excavation. Prequalification by the Certification Board is required for this project prior to bid opening. Reference the following link for more information

- <https://www.in.gov/idoa/state-property-and-facilities/public-works/certification-board/contractors-and-sub-contractors/>

- Per the Instructions to Bidders, Work By Contractor, "The Contractor shall perform a minimum of 15% of the value of the work..." (DAPW 30)

- Participation Goals: 7% MBE, 5% WBE and 3% IVOSB

- a. The Indiana Department of Administration ("IDOA") in its commitment to Minority and Women's Business Enterprise ("MBE/WBE") and Indiana Veteran Owned Small Business ("IVOSB") participation in the state's procurement and contracting process, expects prime contractors to solicit MBE, WBE, and IVOSB subcontractors for competitive bids in the areas of construction, professional services, and goods and services. This policy outlines the steps necessary for subcontractor participation that is subject to IDOA purchasing authority.

- Each contractor must submit with their bid a written plan for a program to test the contractor's employees for drugs (DAPW 150A) Reference Bidding and Contract Requirements for detailed instructions.

e.) **BASE BID:**

**Base Bid #1**

A combined bid for all trades of work as shown on the plans and called for in the specifications will be accepted.

**ALTERNATES:**

**Alternate Bid C-1 - Add**

Add sloped curbs at all interior parking lot islands. See sloped curb detail sheet C3.2.

**Alternate Bid C-2 – Add**

Add brush clearing/grubbing and topsoil removal around northwest side of existing parking area for new angled parking spaces. Fill and compact for angled parking spaces. Stone base, base asphalt and surface asphalt for angled parking spaces along with pavement striping and reinstallation of wheel stops.

**Alternate Bid C-3 – Add**

Add clearing/grubbing and topsoil removal around southeast side of existing parking area for new parallel parking spaces. Grading, stone base, base asphalt and surface asphalt for parallel parking spaces along with pavement striping.

**Alternate Bid C-4 Add**

Add new light fixtures for light poles along entry roadway from parking lot area to the split rail gate area (all fixtures on south/east side of roadway). Fixtures to be installed shall be equivalent to light fixture B as specified on sheet C5.2 Photometric Plan.

**Alternate Bid C-5 Add**

Delete seal coating of parking lot areas and add milling the at tie-in points with a 1.5" asphalt surface overlay for all existing parking lot areas. New surfaces in new angled and parallel parking spaces to be raised 1.5" to meet new overlay areas.

**Alternate Bid C-6 Add**

Delete the salvage and reinstallation of existing parking lot poles for main parking lot area. Add all new parking lot light poles. New poles shall be a 30'-0" tall round black steel or aluminum pole similar to Lithonia Lighting model #RSS-300-4G or equal set on base bid concrete bases. Verify color and finish with Owner prior to ordering.

**Alternate Bid C-7 Add**

Add "ONE WAY" signs and INDOT square steel posts in boulevard islands at middle of parking lot.

f.) **SALES TAX:**

Sales Tax shall not be included with the bid. Owner is exempt from sales tax.

g.) **DOCUMENTS TO BE SUBMITTED WITH BID:**

a) See DAPW30 – "Instructions To Bidders" for all required items to be submitted with the bids. **Good Faith Effort Worksheet for DBE. Drug testing, all required items, make sure all alternates have # otherwise will disqualify bid.**

h.) **BID DURATION:**

No bidder may withdraw, modify, or cancel their bid for a period of sixty (60) days following the date set for the receiving of bids. The owner reserves the right to retain any and all bids for this period, and said bids shall remain in full force and effect during said time. The Owner further reserves the right to waive any and all informalities, and the right to reject any and all bids.

i.) **REQUIREMENTS OF CONTRACTORS AWARDED THE PROJECT:**

1. Performance and Payment Bonds.
2. Certificates of all insurance required.
3. Construction Graph Schedule.
4. Schedule of Values for use in application for payments.

5. Approved Sub-Contractors list.
6. Executed Contract Agreement.

j.) **ADDENDUM:**

1. Addendum #1 - TBD – Provide all questions by Thursday at 3:00 p.m. EST. Friday, December 1<sup>st</sup> is the last day for an addendum to be issued. **Must be 2 weeks prior to bid date. It is a quick turnaround.**

k.) **BID AND CONSTRUCTION SCHEDULE:**

1. Owner intends to award the contracts on this project within thirty days after bids are received.
2. Construction to begin within 14 days after “Notice to Proceed”.
3. Construction to be substantially complete by May 10, 2024.
4. Punch lists to be completed within seven (7) days after received.

l.) **INFORMATION AND REQUIREMENTS:**

- Construction meetings will be held every 2 - 3 weeks or as needed throughout the project construction. General Contractor Superintendent, Owners Representative, and Architect/Engineer shall attend meetings.
- General Contractor shall have a superintendent on-site continuously and the same person throughout the project construction.
- General Contractor’s shall be the coordinator of all construction trades of work, and delivery of materials sequence.
- Contractor shall be responsible of clean-up and trash removal continuously, and disposed of lawfully or recycled. General Contractor shall provide dumpster(s) and secure any permits if required.

m.) **APPLICATION AND CERTIFICATE FOR PAYMENT:**

- \* Schedule of Values
- \* Retainage: Five percent (5%) retainage will be held through the project.
- \* Payments shall be submitted by the first of each month to Universal Design Associates, Inc.
- \* Payment will be made no later than then second full week of the following month.
- \* No-Lien Affidavit (fully executed and notarized) shall be attached to each application for payment.

n.) **SHOP DRAWINGS:**

Shop drawings shall be submitted to the Architect/Engineer through the Prime Contractor(s) under contract with the Owner. Any shop drawings submitted by anyone other than the Prime Contractor will be returned to sender to be submitted through the Prime Contractor.

Prior to submitting shop drawings to the Architect/Engineer, each Prime Contractor and/or Prime Sub-Contractor must thoroughly review and correct them if needed. The shop drawings shall be “approved” or “approved as corrected” by the Prime Contractor(s) and signed and dated prior to submitting to Architect/Engineer for review and approval similar to the approval stamp shown below in this section.

As per “AIA Document A201-2017, General Conditions of The Contract for Construction”, paragraph 3.12.8, and attached as part of these Contract Documents:

*“The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has Specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviations as a minor change in the Work, or (2) a Change Order of Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect’s approval thereof.”*

Electronic submittal (email) of shop drawings will be acceptable. If Prime Contractor emails the shop drawings, the Architect/Engineer will review (if properly submitted with Prime Contractors review signature or statement) and returned via email. Electronic submittals shall be noted by Prime Contractor in the subject

line of the email "Shop Drawings" along with the type of shop drawings being submitted. In the body of the email, Prime Contractor shall state that they have reviewed and approved the submitted shop drawings.

Full color samples as in compliance with the specifications shall be submitted with the shop drawings, unless agreed upon by Architect/Engineer that samples are not needed for a particular item.

Any expense for printing hard copies from emails or for any additional copies needed will be billed to the Prime Contractor at per sheet cost.

Any expense incurred by Engineer to provide additional time over and above the normal standard for shop drawings review because of Prime Contractor negligence to thoroughly review the shop drawings will be billed to the Prime Contractor at Architect/Engineer's per hour rates.

<b>CONTRACTOR'S REVIEW</b>	
NAME: _____ Prime Contractor	
I HAVE REVIEWED THIS SHOP DRAWING FOR CONFORMANCE WITH PLANS AND SPECIFICATIONS	
DATE: _____	BY: _____

**o.) SAFETY:**

All contractors and sub-contractors working on the project shall provide safety orientation classes to all construction workers on a weekly basis.

**p.) TEMPORARY FACILITIES AND CONTROLS:**

**1. Sanitary Facilities:**

- a. The Contractor shall provide and maintain in a sanitary condition such temporary toilet facilities as may be required for the use of all workers. Toilet facilities shall meet the approval of local health authorities.
- b. At the completion of the work, remove all temporary toilet facilities.

**2. Temporary "Construction Electric":**

- a. The Contractors may connect into the electrical outlets in existence at the site.
- b. Other arrangements as may be necessary to require additional outlets for power differing from that in existence shall be by the Contractor.
- c. Contractors shall furnish any necessary wiring and extension cords to reach the nearest outlet to their point of operation.
- d. The Owner shall pay for all electrical energy used on the project.

**3. Temporary Water Service:**

- a. Contractors may connect to the hose bibbs in existence at the site.
- b. Contractors shall furnish any necessary hoses to reach from the nearest outlet to their point of operations.
- c. Other arrangements as may be necessary to require additional hose bibbs shall be by the Contractor.
- d. The Owner shall pay for all water used on the project.

**q.) PROJECT RECORD DOCUMENTS:**

- Record As-Built Drawings
- Record Specifications
- Record Product Data
- Warranties

- Operation and Maintenance Data
- Demonstration and Training

**r.) COMMUNICATION DURING BIDDING PERIOD:**

- All questions relating to the plans and specifications shall be addressed to Universal Design Associates, Inc., Ferdinand, Indiana – Phone: (812) 367-2831

Note!

Universal Design will reply on each request as quick as possible and include all critical and cost effected items in the addendum to all bidders.

**s.) QUESTIONS:**

- If the contract is not awarded within 30 days, does the completion date move? No May 10<sup>th</sup> it is a hard deadline for show dates already scheduled.
- Do you except contract and notice to proceed quickly? Hope to get it as quickly as possible. Delays from the state are a contractor concern. Holding deadline is tough without guaranteed contract date.
- Do prevailing wages apply? Nathan will check and respond in the addendum.
- Auto cad file available? Yes, with waiver completed just email Bethany to request.
- Planting maintenance by contractor requirements? In specs reference maintenance for plantings.
- Are all trees of bat concern down? Joe – yes, we believe all trees are down that need to be for project.
- Is stump disposal allowed onsite? Off-site stump disposal required. Soil and wheel stops stockpile on site. See sheet C2.1 lower left corner for those stockpile location.
- NOTE: Any subcontractors with over \$150K need to be state prequalified as well.
- Electric no primary cord, just tie into existing private side? Yes
- Erosion control sediment trap berm – can you clarify tree removal required? Minimize tree removal, can move berm to avoid large trees. Will better specify on plans in addendum and DNR can clear the required berm path. Clear the U shape would be easier to price than “Move as needed to avoid trees”.
- Soils unsuitable if fail proof roll in the grass strips. How to quantify on bids? Nathan will check to see if we can do a unit price to prevent bid inflation. Will address in addendum.
- Prevent public from access: DNR noted gate isn’t always locked but wanted contractor to limit public access.
- Access to the site shouldn’t require any special provisions from contractors.
- DNR commented: please stick to center of roadway with heavy trucks to save road edges.
- Pre-construction conference also will be held at a later date.
- DNR commented: be aware of trails around everywhere, never truly “Alone” keep employees aware on the jobsite.
- Does the base bid seal coat include crack sealing? Yes, the spec is on the plans.

**t.) REVIEW SITE / CONDITIONS:**

- All meeting attendees walked the site down to the temporary berm location to discuss the potential tree clearing options.

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Universal  
DESIGN  
ASSOCIATES, INC.

Name

Email

## Knives Construction

Sarrett, Beck & Kares Construction 120

## Knies Construction

Chel/rew: Hoppo cian s e knies construction

## Love Excavating

[info@huntingbusmachineworks.com](mailto:info@huntingbusmachineworks.com)

DAR Engineering

Zabell@dnr.in.gov

Blankenbeger Brothers, Inc

jared.b@bidsys.com

KERN EXCAVATING

Chowkera K-Ex.com

Jerry Ayer Cash

Jordan Canonical Construction

## CIR Construction

## erosion reconstruction

# DNR ENGINEERING

NSMOTHEAS @ DNR, 114.60Y

## Universal Design

bethany.hupf@oudassoc.com

UNIVERSAL DESIGN

JASON BRIDIN @UDASSOC.COM

LINCOLN AMPHITHEATRE (DIRECTOR)

PROPERTY MANAGER (DNR)

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## **SECTION 012200 - UNIT PRICES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices.

#### **1.3 DEFINITIONS**

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased.

#### **1.4 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A schedule of unit prices is included in Part 3.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF UNIT PRICES**

- A. Unit Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory material.
  - 1. Description: Remove unsuitable soil/subbase found while proof-rolling and haul to a separate pile at the indicated stockpile location at the Lincoln Amphitheater. Also place and compact #53 stone at areas where unsuitable soils are removed as required for placement of new asphalt surfaces.
  - 2. Unit of Measure: Per Cubic Yard of soil excavated.

END OF SECTION 012200