

**JACKSON COUNTY BOARD OF EDUCATION
JACKSON COUNTY, WEST VIRGINIA**

**GILMORE ELEMENTARY SCHOOL WASTEWATER TREATMENT PLANT
REPLACEMENT**

ADDENDUM #1

FEBRUARY 23, 2022

THRASHER PROJECT #020-10105

TO WHOM IT MAY CONCERN:

A Pre-Bid Conference was held on Tuesday, February 15, 2022, for the above-referenced project. A copy of the sign in sheet is included in this Addendum. The following are clarifications and responses to questions posed by contractors for the above reference project.

A. GENERAL

1. **THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**

B. SPECIFICATIONS

None.

C. DRAWINGS

Sheet E4

D. QUESTIONS AND RESPONSES

QUESTION

1. Is the AX-Max tank pre-wired to the splice box? If not, is a disconnect needed for each device? If it is pre-wired, what is the float conduit size? Number of conduits and size for power splice box?

RESPONSE

The AX-Max tank is not pre-wired to the splice box. A disconnect is not needed for each device. The float conduit size is 4". A PVC splice box with 1-4 cord grips will be supplied by Orenco. Two 3/4" conduits are required for the splice box.

QUESTION

2. On the Control Building: are the wall pack, alarm light and vent pre-installed? Are the exhaust fan and air conditioning installed and do they have a control?

RESPONSE

Equipment is not pre-installed on the control building. The exhaust fan and air conditioning will utilize local control.

QUESTION

3. On the Underground Entrance, the drawings show 2" conduit. AEP will likely require 3" conduit. Pull length will be over 400' with a minimum of 3 long sweep 90's. They may require a pull box.

RESPONSE

AEP will field-verify the conduit size and need for a pull box. Assume 3" conduit with no pull box will be required for bidding purposes. Plan sheet E4 has been updated to reflect this.

QUESTION

4. What kind of light pole is required? Is there a spec available for the concrete base of the steel pole? What is the length of the pole?

RESPONSE

For bidding purposes, the light pole on-site is to be a 10-foot above grade, 4-in wide, square, steel light pole with a dusk-to-dawn light attached.

QUESTION

5. Are the existing wetlands to be backfilled and graded?

RESPONSE

Excavated material from the proposed packaged wastewater treatment plant will be sufficient to backfill one of the two existing wetlands. An additional 210 CY of material is needed to fill the second wetland. Material for backfilling the second wetland can be gathered on-site at the school's property. Backfilling of the second wetland is now included as an additive bid item. The Engineer and Owner will review the budget after bid to determine if the second wetland can be filled.

QUESTION

6. Are we removing the old fence and installing new fence?

RESPONSE

Yes, the existing fence around the wetland will be removed and new fence will be placed around the new packaged wastewater treatment plant. The old fence will be disposed by Contractor.

QUESTION

7. Where is power being pulled from and does the Contractor need to pull the wire or will the power company?

RESPONSE

The contractor is responsible for installing the underground conduit for the power. AEP will install the drop and the new meter. AEP will pull the wire through the installed conduit. The fee from AEP is required to be paid by the Contractor through the provided allowance included in the revised Bid Form. A markup of AEP's fees is not permitted.

QUESTION

8. What path will be used for equipment access to the site?

RESPONSE

The existing path with stone base on the overall site plan will be utilized for equipment access.

QUESTION

9. Is pollution liability insurance required?

RESPONSE

No.

QUESTION

10. Will an installation floater be acceptable in place of builder's risk insurance?

RESPONSE

The installation floater is subject to review with the Owner, but it will be considered acceptable for bidding purposes.

QUESTION

11. Can you explain the LD and milestones and how they will be affected by material and equipment availability?

RESPONSE

The project will be awarded shortly after bid. Orenco is aware of the project and is prepared to begin manufacturing of the packaged wastewater treatment plant after approval of the submittal. Construction while school is not in session is preferred, but we will work with Jackson County Schools if that can not be accomplished for an alternate schedule.

E. CLARIFICATIONS

1. An Additive Alternate has been added to the bid form for additional backfill. The Owner will award the contract on the total BASE bid Awarding of the Additive will not affect the lowest bid. See Method of Award 3.04 in the Bid Form.
2. Contractor to maintain red-lined drawings on-site during construction.

3. Backfilling of the second wetland is now Additive Alternate #1. **THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.**
4. A two envelope system will be used.

Envelope No. 1 must have the following information presented on the front:

Name and address of Bidder
Bid on Contract – Gilmore Elementary School Wastewater Treatment Plant Replacement
Received by the Jackson County Board of Education

Envelope No. 2 labeled “Bid Proposal” shall also be placed inside of Envelope #1.

Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance as outlined on the Bid Opening Checklist on page BOR - 1 of these contract documents. If such documents are found to be in order, Envelope No. 2 “Bid Proposal”, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 are not in order, Envelope No. 2 “Bid Proposal” will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder.

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until 2:00 p.m. on Tuesday, March 1, 2022, at the Jackson County Board of Education located at 1 School Street, Ripley, Jackson County, WV 25271.

Sincerely,

THE THRASHER GROUP, INC.



DANIEL E. FERRELL, P.E.
Project Manager

Enclosures: Pre Bid Sign In Sheet
 C-400 Bid Form
 Plan Sheet #E4



BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

*Jackson County Board of Education
1 School Street
Ripley, WV 25271*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Opening Requirements

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

GENERAL

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

BID PROPOSAL

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the Gilmore Elementary School Wastewater Treatment Plant Replacement. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02 and shown in the bid schedule.

- B. Lump Sum Bids may be one of the following:
 - 1. Lump Sum Price (Single Lump Sum)
 - 2. Lump Sum Price (Base Bid and Alternates)
 - 3. Lump Sum Price (Sectional Lump Sum Bids)
- C. All specified cash allowance(s) are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- D. All specified contingency allowances are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

3.02 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices as shown in the Bid Schedule.
- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

BID SCHEDULE

**PROPOSED
GILMORE ELEMENTARY SCHOOL WASTEWATER TREATMENT PLANT REPLACEMENT
FOR THE
JACKSON COUNTY BOARD OF EDUCATION
JACKSON COUNTY, WEST VIRGINIA**

NOTE: Bid PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Construction of a new Packaged Wastewater Treatment Plant and removal of the Existing Constructed Wetlands and Fence.			
2	1	Allowance	AEP Fees	\$10,000.00	Ten Thousand Dollars and Zero Cents	\$10,000.00

TOTAL BID: _____ (Words) _____ (\$ _____) (Figures)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

EJCDC® C-410, Bid Form for Construction Contract.
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and American Society of Civil Engineers. All rights reserved.

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3.04 *Method of Award*

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. Awarding of Additive Alternate(s) will not affect the lowest Bidder. If such bids exceed such amount, the Owner may reject all bids.

The Owner will award the contract on the total base bid amount inclusive or exclusive of alternates as determined by the Owner and submitted by a qualified, responsive, responsible Bidder. The Owner may elect to award any or all of the additive alternates in no particular order.

- A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

~~ARTICLE 4 – BASIS OF BID – COST-PLUS FEE~~

4.01 ~~The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

4.02 *Contractor's Fee*

~~A. Contractor's fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~B. Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

- ~~1. The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~

~~C. Contractor's fee will be the fixed sum of \$[number].~~

4.03 *Guaranteed Maximum Price*

- ~~A. The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

Deleted

ARTICLE 5 — PRICE PLUS TIME BID5.01 *Price Plus Time Contract Award (Stipulated Price Contract)*

- ~~A. The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Total Bid Price		\$(number)
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\$(number)/day	
B	4. Adjustment Amount (2 x 3)		\$(number)
A+B	5. Amount for Comparison of Bids		\$(number)

- ~~B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~

- ~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 *Price Plus Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)*

- ~~A. The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Guaranteed Maximum Price		\$(number)
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\$(number)/day	
B	4. Adjustment Amount (2 x 3)		\$(number)
A+B	5. Amount for Comparison of Bids		\$(number)

- ~~B. The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~

- ~~C. Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

~~Deleted~~

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

~~Deleted~~

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

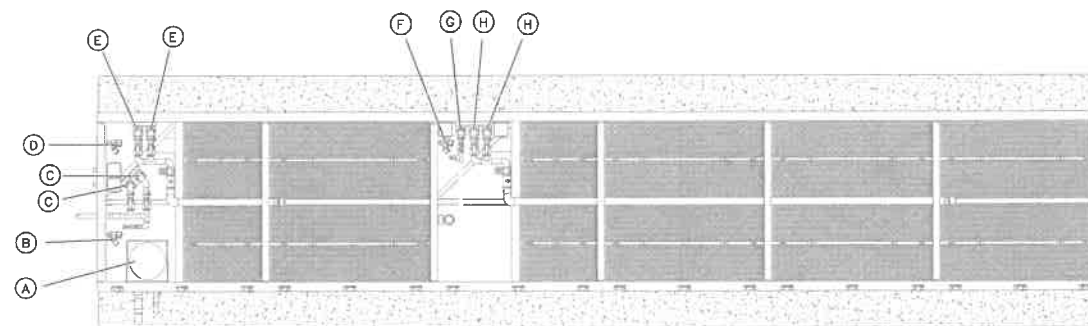
(typed or printed)

Phone:

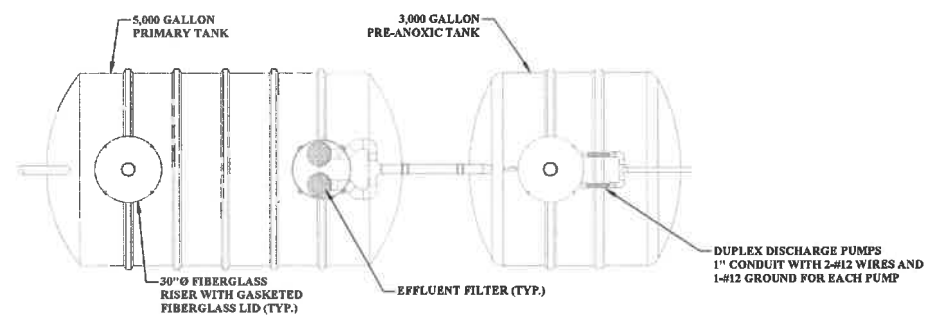
Email:

Address:

Bidder's Contractor License No.: (if applicable)



- (A) VENT FAN ASSEMBLY. 1" CONDUIT WITH 2-#12 WIRES AND 1-#12 GROUND.
- (B) DISCHARGE FLOATS. 1" CONDUIT WITH CONDUCTORS PER MANUFACTURERS SPECIFICATIONS.
- (C) DISCHARGE PUMPS. 1" CONDUIT WITH 2-#12 WIRES AND 1-#12 GROUND.
- (D) RECIRC. FLOATS (R2). 1" CONDUIT WITH CONDUCTORS PER MANUFACTURERS SPECIFICATION.
- (E) RECIRC. PUMPS (R2). 1" CONDUIT WITH 2-#12 WIRES AND 1-#12 GROUND.
- (F) RECIRC. FLOATS (R1). 1" CONDUIT WITH CONDUCTORS PER MANUFACTURERS SPECIFICATION.
- (G) ANOXIC PUMP. 1" CONDUIT WITH 2-#12 WIRES AND 1-#12 GROUND.
- (H) RECIRC. PUMP (R1). 1" CONDUIT WITH 2-#12 WIRES AND 1-#12 GROUND.
- (J) POWER SHALL BE FED FROM EXISTING PANEL WITH A NEW 2P/200A BREAKER. THE 4/0 CABLE AND CONDUIT SHALL BE INCREASED IN SIZE ACCORDINGLY FOR CABLE LENGTH VS LINE VOLTAGE LOSS.
- (K) TWO 5/8" X 8' GROUND RODS WITH CLAMPS PER POWER COMPANY SPECIFICATIONS.
- (L) #4 BARE SOLID COPPER GROUND WIRE PER POWER COMPANY SPECIFICATIONS.



PACKAGE PLANT DETAILS
NOT TO SCALE

1	PL	2/23/22	ADDENDUM #1
NO.	BY	DATE	DESCRIPTION

SCALE: AS NOTED	
DRAWN: B. QUERREY	DATE: DECEMBER-2021
CHECKED: B. HENSLEY	DATE: DECEMBER-2021
APPROVED:	DATE:
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

PHONE
(304) 624-4108

THRASHER
600 WHITE OAKS BLVD. P.O. BOX 940
BRIDGEPORT WV 26330
www.thrashereng.com

(304) FAX
624-7831

31	PHASE No.
	CONTRACT No.
	PROJECT No.
	101-020-10105

GILMORE ELEMENTARY
WASTEWATER TREATMENT PLANT REPLACEMENT
JACKSON COUNTY, WEST VIRGINIA
PACKAGE PLANT PLANS AND NOTES

SHEET No. _____

E4