



COMPLEX PROJECTS
REQUIRE RESOLVE
THRASHER'S GOT IT

**VILLAGE OF CALDWELL
NOBLE COUNTY, OHIO**

AREA E, AREA G, & INTERCEPTOR IMPROVEMENTS

ADDENDUM #1

FEBRUARY 10, 2023

THRASHER PROJECT #101-020-10020

TO WHOM IT MAY CONCERN:

The following are clarifications and responses to questions posed by contractors for the above-referenced 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. ITEM #51 WAS ADDED ON PAGE BID-6.**

B. QUESTIONS AND RESPONSES

QUESTION 1

In the AFB on page 2 it states, "*Bids shall be accompanied by a certified check or bid bond payable to the Village of Caldwell in an amount equal to ten percent (10%) of the base bid.*"

In the Instruction to Bidders (C-200) Article 8.01 states, "*A Bid must be accompanied by Bid security made payable to Owner in an amount of (5%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. Bid security must be at least 5% of the Bidder's maximum Bid price.*" Are these different requirements?

RESPONSE

Article 8.01 in Instructions to Bidders (C-200) has been revised to show a 10% bid bond is required. **Replace page 7 of 14 in C-200** with the revised page 7 of 14 in this addendum.

QUESTION 2

Who will complete the BOR-1 form outlining satisfactory bid checklist?

RESPONSE

The bidder will need to complete the BOR checklist prior to submitting their bid. This will be reviewed by Thrasher following the bid opening, while we are reviewing the balance of the bid documents and checking references.

QUESTION 3

In the Bid Form, Article 5 - Basis of Bid – what item will brick removal/replacement be paid out of?

RESPONSE

We missed creating a pay item for the brick pavement. We will measure the brick area (See Plans, Sheet 38) and develop a pay item. **Replace page 6 in the Bid Form** with the revised page 6 in this addendum.

QUESTION 4

In the Standard Conditions (C-700), what is the difference between Article 6.01B1, Article 15.08A, and Article 18.13?

RESPONSE

Standard Conditions Article 6.01B1 sets the requirement for a two (2) year bond to cover the project for warranty work, if needed.

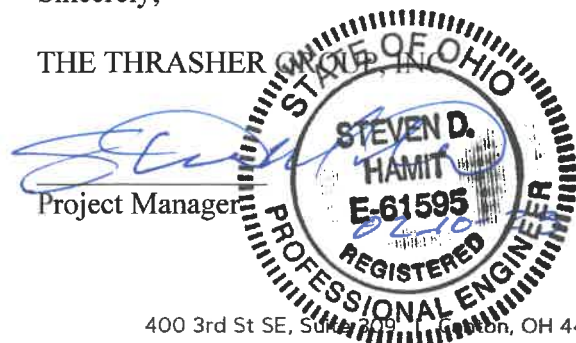
Standard Conditions Article 15.08A set the expectation that if there is a deficiency found in the work, how long until the contractor is notified and the time the contractor has to respond until the bonding company should be called. However, the 15.08A timeframe should be changed to 2 years. **Replace page 76 of 84** with the revised page 76 of 84 in this addendum.

Standard Conditions Article 18.13A will be revised to match the two (2) year warranty period as part of this addendum. **Replace page 83 of 84** in this addendum.

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 5:00 p.m. on Monday, March 6, 2023, at the Village of Caldwell's Administrator's Office located at 215 West Street, Caldwell, OH 43724. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



ODOT						
Item #	ODOT #	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
45	619	FIELD OFFICE, TYPE B	12	MNTH		
46	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS		
47	624	MOBILIZATION	1	LS		
48	SPEC	CCTV – INTERNAL, PER OWNER	2,500	F		
49	SPEC	MISC. WORK, PER OWNER	1	LS		
50	SPEC	PRECONSTRUCTION VIDEO RECORDING	1	LS		
51	SPEC	REMOVE & REPLACE BRICK PAVERS PER PLAN	250	SY		

TOTAL BID ACTIVITY _____

NOTE: THE CONTRACTOR'S UNIT PRICES SHALL INCLUDE PURCHASE AND INSTALLATION, COMPLETE IN PLACE, PER BID ITEM IN ACCORDANCE WITH THE DETAILED SPECIFICATIONS.

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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

METHOD OF AWARD

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, 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. If such bids exceed such amount, the Owner may reject all bids.

The owner may award the contract for each Activity separately or on the Total Bid submitted by a qualified responsible Bidder less the amount(s) of the Deductive Alternate(s) subtracted in numerical order, as listed in the contract to produce the lowest bid within the funds available for financing.

- 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 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. Email Steve Hamit at shamit@thethrashergroup.com
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **(10%)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 10% of the Bidder's maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 ~~The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.~~
- 9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated~~

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within **two years** after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

activities or information to the CONTRACTOR.

1. The ENGINEER shall provide project benchmark(s) and/or survey control points as designated on the construction drawings. After setting of project bench marks and control, it shall be the CONTRACTOR'S responsibility to maintain the integrity of this control. The OWNER or ENGINEER shall not be responsible for construction error associated with the use of a misinterpreted or disturbed bench mark or survey control point.
3. The CONTRACTOR shall provide any or all other construction stakeout required to assure proper installation or construction of the project.
4. The CONTRACTOR shall be responsible for protection of all construction bench marks, reference points, and other construction stakeout provided by the ENGINEER. Any restaking of construction survey items provided to the CONTRACTOR by the ENGINEER for the OWNER shall be at the CONTRACTOR'S sole expense.
5. Survey activities generated by design changes which may be necessary due to underground obstructions, new construction, etc., will be the responsibility of the OWNER and ENGINEER.
6. The CONTRACTOR shall perform clearing activities on sites, roadway, and cross country lines requiring such; prior to requesting detail construction stakeout activities from the ENGINEER.
7. CONTRACTOR shall coordinate any rough clearing limit flagging or staking with the ENGINEER or his field representative prior to actual commencement of all clearing operation required.

C. Regulations

1. Contractor shall provide all ground water protection plans and all erosion and sediment control measures to meet the regulations of the OWNER'S NPDES permit for the project. Any fines or orders levied on the OWNER due to the CONTRACTOR'S construction activity shall be the CONTRACTOR'S responsibility to pay.

D. The Owner will pay all utility service and connection fees unless otherwise indicated in the Drawings.

18.13 Warranty Period

- A. The Contractor shall warrant and guarantee that all Work under this Contract shall not be defective for a period of two (2) years from the date of final acceptance by the Owner.**
- B. Other product specific warranties may be required under other Sections of these Specifications.**