

**VILLAGE OF MCCONNELSVILLE
MORGAN COUNTY, OHIO**

**48 SCHOOL ST SLIP REPAIR AND
NORTH 4TH ST SLIP REPAIR**

ADDENDUM # 1

FEBRUARY 22, 2023

THRASHER PROJECT #101-T30-11074 & 101-T30-11075

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.**

When revising page 4 of the Bid Form, we noticed that the page numbers at the bottom of pages BID 4-6 were incorrect. Please **REPLACE ALL PAGES OF THE BID FORM WITH THE ATTACHED**. The revisions on page 4 are shown in red text and explained in Clarifications 1 and 2 below.

B. CLARIFICATIONS

1. **Additive Alternative No. 1 – Relocation of the Existing Sanitary Sewer Lateral Between 48 and 310 N. School Street.**

Scope of Work

The contractor is to provide a price for the following work: The excavation of the existing lateral, the installation of a 6” clean out, the installation of 30’ of 6” conduit (SDR 35) and a connecting to the main line with a wye. The contractor is to assume that the main is 8’ deep. The contractor shall include all work associated with the scope of work above in a lump sum price.

2. Additive Alternative No. 2 – Street Pavement Repair

Scope of Work

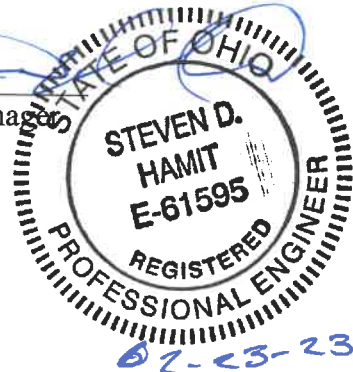
The contractor should include the following work in a lump sum price: the saw cutting of the outer edge of the excavation of the pavement, excavation of the existing pavement 160 feet long, 6' wide and 12" deep. The compaction of the subgrade, installation of 6" of 304 aggregate base, 4" of 301 asphalt base, and 2" of 448 topcoat with an Hot Applied joint crack sealer on all four sides of the new asphalt joint with the existing pavement and curb. The contractor shall include all work associated with the scope of work above in a lump sum price.

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 10:00 a.m. on Wednesday, March 1, 2023, at the Village's Mayor's office located at 9 West Main St, McConnelsville, OH 43756. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.


Project Manager



**VILLAGE OF MCCONNELSVILLE
MORGAN COUNTY, OHIO
48 SCHOOL ST & NORTH 4TH ST SLIP REPAIRS
THRASHER PROJECTS #101-T30-11074 & #101-T30-11075**

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Village of McConnellsville
9 West Main Street
McConnellsville, Ohio 43756**

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 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
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_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "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;
 - 3. "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; and
 - 4. "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.

ARTICLE 5 – BASIS OF BID**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 Work. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 1010, Part-2 Execution. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**VILLAGE OF MCCONNELSVILLE
MORGAN COUNTY, OHIO
48 SCHOOL ST & NORTH 4TH ST SLIP REPAIRS**

BID SCHEDULE

ODOT			48 SCHOOL ST SLIP REPAIR				
Item #	ODOT #		DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1	659	00500	SEEDING & MULCHING, CLASS 1	145	SY		
2	851	10000	PRECAST GRAVITY & SEMIGRAVITY RETAINING WALL	750	SF		
3	605	12200	6" DEEP PIPE UNDERDRAINS	175	FT		
4	201	11000	CLEARING & GRUBBING	1	LS		
5	614	11000	MAINTAINING TRAFFIC	1	LS		
6	623	10000	CONSTRUCTION LAYOUT STAKES & SURVEYING	1	LS		
7	624	10000	MOBILIZATION	1	LS		

48 SCHOOL STREET BID ACTIVITY _____

ODOT			NORTH 4 TH ST SLIP REPAIR				
Item #	ODOT #		DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1	507	00400	STEEL PILES, MISC. (HP 14 X 102)	510	FT		
2	511	46010	CLASS QC1 CONCRETE, RETAINING /WING WALL NOT INCLUDING FOOTING	65	CY		
3	659	00500	SEEDING & MULCHING, CLASS 1	85	SY		
4	605	12200	6" DEEP PIPE UNDERDRAINS	75	FT		
5	611	01100	6" CONDUIT, TYPE C	120	FT		
6	611	02000	8" CONDUIT, TYPE C	650	FT		
7	611	99574	MANHOLE, NO. 3, AS PER PLAN	4	EACH		
8	201	11000	CLEARING & GRUBBING	1	LS		
9	614	11000	MAINTAINING TRAFFIC	1	LS		
10	623	10000	CONSTRUCTION LAYOUT STAKES & SURVYEING	1	LS		
11	624	10000	MOBILIZATION	1	LS		

NORTH 4TH STREET BID ACTIVITY _____

ADDITIVE ALTERNATIVE #1 **TOTAL BID ACTIVITY** _____

ADDITIVE ALTERNATIVE #2 **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 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 accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. See **BOR Checklist (BOR-1) and Items BOR 2-22**

ARTICLE 8 – DEFINED TERMS

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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.