



**VILLAGE OF GLENMONT
HOLMES COUNTY, OHIO**

WATER LINE REPLACEMENT

ADDENDUM #1

SEPTEMBER 28, 2023

THRASHER PROJECT #101-T10-11001

TO WHOM IT MAY CONCERN:

The following are clarifications and responses to questions posed by contractors for the above-referenced project.

A. QUESTIONS AND RESPONSES

QUESTION

1. There are two different percentages mentioned for the bond amount. Which amount is preferred?
 - a. In the AFB (C-111) page 2 it states: *“Bids shall be accompanied by a certified check or bid bond payable to the Village of Glenmont in an amount equal to ten percent (10%) of the base bid.”*
 - b. In the Instructions to Bidders for Construction Contract (C-200) page 7 it 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.”*

RESPONSE

The amount is 10% of the base bid. Please replace page 7 in the Instruction to Bidders (C-200) with the attached.

If you have any questions or comments, please feel free to contact me at your earliest convenience at gdavis@thethrasher.com. As a reminder, bids will be received until 3:15 p.m. on Tuesday, October 10, 2023, in the Council Room located at 108 Main Street, Glenmont, OH 44628. The bid opening will be held at 3:30 p.m. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Project Manager

- 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 in the Bid. [If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.] The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~
- 9.03 Contract Time(s) and Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.