

**CITY OF TORONTO  
JEFFERSON COUNTY, OHIO**

**CONTRACT 2 – MARA ROAD EXTENSION**

**ADDENDUM #2**

**September 1, 2023**

**THRASHER PROJECT #101-T30-11030**

TO WHOM IT MAY CONCERN:

The following are clarifications for the above-referenced project.

**A. QUESTIONS AND RESPONSES**

**QUESTION**

1. Bid Item #3 – Should this be CY?

**RESPONSE**

Yes, a revised bid form has been attached.

**QUESTION**

2. What elevation is the current contractor going to leave the roadway? At final grade or at subgrade elevation?

**RESPONSE**

The roadway will be left at subgrade elevation.

**QUESTION**

3. Where will the excavation for this contract be disposed of? Does it have to be hauled off?

**RESPONSE**

Suitable material is being reused as fill on site. Material that does not meet the specifications is being hauled off site.

**QUESTION**

4. Is there going to be any topsoil from the current contract going to be left for Contract 2?

**RESPONSE**

This can be coordinated with the current contractor, Mike Pusaterri Excavating. A quantity for topsoil is included in the plans.



**QUESTION**

5. Will Thrasher be giving a cadd file to the winning contractor with new existing grades or will the Contract 2 contractor need to survey the site prior to starting work?

**RESPONSE**

Contract 2 contractor will only be responsible for the paving of the project. It is not the intent of this contract for excavation to be necessary beyond what is absolutely necessary. As such, we do not plan to re-survey the site between phases.

**QUESTION**

6. Will the Contract 2 contractor be responsible for E&S control items installed by the Contract 1 contractor?

**RESPONSE**

No, any E&S control items installed by Contract 1 should be removed by the contractor once the site is stabilized. Contract 2 contractor will be responsible for any E&S control items required by their work.

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 1:30 p.m. on Thursday, September 7, 2023, at 416 Clark Street, Toronto, OH 43964. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.

  
Project Manager

**CITY OF TORONTO  
JEFFERSON COUNTY, OHIO  
CONTRACT 2 - MARA ROAD EXTENSION**

**THRASHER PROJECT #101-T30-11030**

**BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:  
***CITY OF TORONTO***

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:

**Addendum No.**

**Addendum Date**

_____	_____
_____	_____
_____	_____

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 OF THE CONTRACT**

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):

**PROPOSED  
 CONTRACT 2 - MARA ROAD EXTENSION  
 JEFFERSON COUNTY, OHIO**

**BID SCHEDULE**

ODOT							
Item #	ODOT #		DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1	202	53100	Mailbox Removed	3	EACH		
2	203	10000	Excavation	50	CY		
2A	203	20000	Embankment	50	CY		
3	203	35100	Granular Material, Type B	362	CY		
4	204	10000	Subgrade Compaction	3,088	SY		
5	204	13000	Excavation of Subgrade	362	CY		
6	204	45000	Proof Rolling	2	HOUR		
7	204	50000	Geotextile Fabric	1,087	SY		

ODOT							
Item #	ODOT #		DESCRIPTION	QTY.	UNIT	UNIT COST	COST
8	608	52000	Curb Ramp	145	SF		
9	609	12000	Combination Curb & Gutter, Type 2	3,310	FT		
10	609	26000	Curb, Type 6	88	FT		
11	690	50100	Mailbox Support System, Single	3	EACH		
12	659	00300	Topsoil	122	CY		
13	659	00500	Seeding & Mulching, Class 1	1,096	SY		
14	659	14000	Repair Seeding & Mulching	55	SY		
15	659	15000	Inter-Seeding	55	SY		
16	659	20000	Commercial Fertilizer	.15	TON		
17	659	31000	Lime	.23	ACRE		
18	659	35000	Water	6	MGAL		
19	832	15000	Storm Water Pollution Prevention Plan	1	LS		
20	832	30000	Erosion Control	7,500	EACH		
21	301	46000	Asphalt Concrete Base, PG64-22	571	CY		
22	304	20000	Aggregate Base	227	CY		
23	407	20000	Non-Tracking Tack Coat	548	GAL		
24	441	50000	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	302	CY		
25	441	50300	Asphalt Concrete Intermediate Course, Type 2, (448)	168	CY		
26	452	10050	6" Non-Reinforced Concrete Pavement, Class QC MS	22	SY		
27	452	13040	9" Non-Reinforced Concrete Pavement, Class QC MS	172	SY		
28	630	08510	Street Name Sign Support, No. 2 Post	15.25	FT		

ODOT							
Item #	ODOT #		DESCRIPTION	QTY.	UNIT	UNIT COST	COST
29	630	08600	Sign Post Reflector	1	EACH		
30	630	80100	Sign, Flat Sheet	6.25	SF		
31	630	80500	Sign, Double Faced, Street Name	2	EACH		
32	644	00500	Stop Line	9	FT		
33	644	01200	Parking Lot Stall Marking	30	FT		
34	614	11000	Maintaining Traffic	1	LS		
35	623	10000	Construction Layout Stakes & Surveying	1	LS		
36	624	10000	Mobilization	1	LS		

**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. Bid Opening Requirements

**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.*