

**CITY OF TORONTO  
JEFFERSON COUNTY, OHIO**

**WALTON ACRES PHASE 1**

**ADDENDUM #1**

**FEBRUARY 19, 2025**

**THRASHER PROJECT #010-10147**



TO WHOM IT MAY CONCERN:

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

**A. QUESTIONS AND RESPONSES**

**QUESTION**

1. On the Bid Opening Requirement Checklist: the numbers are misconstrued at the bottom as it goes 13, 14, 15, 14.

**RESPONSE**

The Bid Opening Requirement Checklist has been revised. See attachment BOR 1.

**QUESTION**

2. On the Bidders Checklist, it states Wage Rate Requirements (BOR 19) but in the spec book, the proper form states BOR 18 on the bottom.

**RESPONSE**

The Wage Rate Requirements are BOR 19. No revision made.

**QUESTION**

3. On the Bidders Checklist, it states Davis Bacon Wage Requirements (BOR 20), but this document is not within the spec book.

**RESPONSE**

Davis-Bacon Wage Rate Contractor Certification is BOR 20. The Wage Rate Requirements are BOR 19. See attachment BOR 20.

**QUESTION**

4. On the Bidders Checklist, American Iron and Steel Requirement (BOR 21) but it shows BOR 19 in the spec book.

**RESPONSE**

The page number for the American Iron and Steel Requirement has been revised. See attachment BOR 21.

**QUESTION**

5. Is it required that we have our Ohio Contracting License to bid/work this job? We are currently licensed in PA and WV?

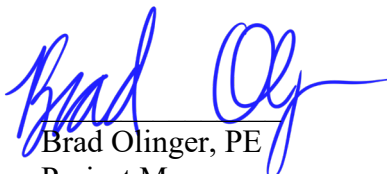
**RESPONSE**

Please refer to Bidder's Affidavit: Foreign Corporation, BOR 7.

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 9:00 a.m. on Thursday, February 27, 2025, at Toronto City Hall located at 416 Clark St, Toronto, OH 43964. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.



Brad Olinger, PE  
Project Manager

**WALTON ACRES PHASE 1**  
**FOR THE**  
**CITY OF TORONTO**  
**JEFFERSON COUNTY, OHIO**  
**THRASHER PROJECT #010-10147**

A one-envelope system will be used. Envelope must have the following information presented on the front:

Name and address of Bidder  
Bid on Contract – **WALTON ACRES PHASE 1**  
Received by **THE CITY OF TORONTO**

Bids will be publicly read aloud, and an apparent low bidder will be announced. After the completion of the bid opening, the Bid Opening Requirement items will be checked for compliance as outlined on the Bid Opening Checklist on page BOR 1 of these contract documents. The lowest responsive, responsible Bidder shall be the Bidder who has completed all of the requirements of the “Bid Opening Requirements” and has the lowest total bid.

**BID OPENING REQUIREMENT CHECKLIST**

<b>Item</b>	<b>Completed Satisfactory (Check if complete)</b>
1. Bid submitted on time	_____
2. Bid Bond (Sample BOR 2-3)	_____
3. Certification of receipt of all addenda to Plans and Specifications (BOR 4)	_____
4. EEO Certification (BOR 5)	_____
5. Independent Contractor Indemnification Clause (BOR 6)	_____
6. Bidder’s Affidavit: Foreign Corporation (BOR 7)	_____
7. Affidavit of Non-Collusion (BOR 8)	_____
8. Proof of Coverage Under Ohio Workman’s Compensation (BOR 9)	_____
9. Proof of Drug-Free Workplace Program (BOR 10)	_____
10. Affidavit of Non-Delinquent Personal Property Taxes (BOR 11)	_____
11. Certification Regarding Debarment (BOR 12-13)	_____
12. Disadvantaged Business Enterprises (BOR 14-17)	_____
13. Disadvantaged Business Enterprises Utilization (BOR 18)	_____
14. Wage Rate Requirements (BOR 19)	_____
15. Davis-Bacon Wage Rates Contractor Certification (BOR 20)	_____
<b>16.</b> American Iron and Steel Requirement (BOR 21)	_____

**Wage Rates Contractor Certification**

Whereas the firm of ( \_\_\_\_\_ )  
(henceforth known as firm), has bid on the \_\_\_\_\_ Project,  
which will be funded in part or in whole by federal funds, the firm does hereby certify that  
it will comply with all laws pertaining to federal wage rates as issued in accordance with  
the Davis Bacon act. The firm also certifies that it will pay the Davis-Bacon Wage Rates  
for all employees covered by these regulations.

\_\_\_\_\_  
**Contractor Firm Name**

\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Authorized Officer Title**

\_\_\_\_\_  
**Name (Signature)**

\_\_\_\_\_  
**Date**

**AMERICAN IRON AND STEEL ACKNOWLEDGEMENT**

The Contractor acknowledges to and for the benefit of the City of Toronto (“Purchaser”) and the State of Ohio (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory, Please Print or Type

\_\_\_\_\_  
Bidder’s Firm

Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.