

## **ADDENDUM**

Addendum No: **001**

Date: 1-6-2021

Project: Marshall Elementary Waterline Extension

From: Talawanda City School District  
131 West Chestnut Street  
Oxford, OH 45056

To: All Prospective Bidders and Plan Holders

**This Addendum forms a part of the Bid Documents and modifies the Bid Documents issued by Talawanda City School District dated 12-14-2020. All other provisions of the Bid Document shall remain unchanged.**

**1. BIDDING REQUIREMENTS:**

The overall bid is NOT a lump sum bid, but a unit cost breakdown as depicted on the bid schedule. Itemized Bid Form/Schedule shall be used when providing TCSD with project bid on January 11, 2021 – 10:00 A.M EST.

**2. PREVAILING WAGES**

The Waterline Extension is NOT a prevailing wage project based on O.R.C. 4115.04(B)(3) and (C).

**3. PRE-BID COST ESTIMATE**

Engineer's pre-bid estimate of cost for the project is \$553,697.40.

**4. MATERIALS**

As specified in Section 153.011 of the O.R.C domestic steel is required to be used. This shall include any fittings and appurtenances connecting to the 8-inch ductile iron.

**5. CLARIFICATIONS**

- a. Item 6 on the first page (1.0) of the Engineer Drawings: Contractor will not be charged for SWRWD inspection, except according to SPECIAL PROJECT INFORMATION, 2<sup>nd</sup> paragraph, on Page IB-6 of the Workbook. TSD is unaware of any County inspection costs.
- b. Page 20 in Document Workbook (A-2) should read "All work is to be substantially completed no later than 75 calendar days following issuance of the Notice to Proceed".
- c. The 8" ductile iron pipe shall be Pressure Class 350 as specified in GENERAL NOTE 2.1 on Sheet 1 of the drawings, and in paragraph 13300-2.05 A of the Specs.
- d. Page 3 on Document Workbook (TC-1) information for bidders should reflect pages IB-1 – IB-9.
- e. **BIDDER CHECKLIST** (CKL-1) number 6, 7 and 8. EEO-2, EEO-3 and EEO-5 are included in this addendum.

**6. AWARD/NOTICE TO PROCEED**

Talawanda City School Districts intent is to have Board approval on a bid at their January 14, 2021 work session, with the notice to proceed being delivered no later than January 31, 2021.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

**End of Addendum**

**BID SCHEDULE**

**Oxford-Millville Road Waterline Extension - January 11, 2021**

**TALAWANDA CITY SCHOOL DISTRICT**

Item #	Description	Est Qty	UOM	Unit Price Labor	Unit Price Material	Unit Price Total	Extended Price
1	Clearing and grubbing	1	LS				
2	Furnish and install, complete, including necessary fittings and restraints, 8" WATER MAIN DUCTILE IRON PC 350. Includes Polywrap, trace wire, warning tape, & backfill (LSM within 5' of roadway) per specs.	7,238	LF				
3	Furnish and install FIRE HYDRANT ASSEMBLY per "Typical Hydrant Installation" detail.	7	EA				
4	Furnish and install 8" GATE VALVE AND VALVE BOX.	6	EA				
5	Furnish and install FITTINGS where required to adjust alignment in ways not foreseeable from plans, including required joint restraint.	2	EA				
6	Connect to EXISTING WATER MAIN.	1	EA				
7	Furnish and install JACK AND BORE, including casing pipe, spacers, and end seals.	171	LF				
8	Furnish and install GRAVEL DRIVEWAY repair, including compacted granular backfill.	632	SF				
9	Furnish and install CONCRET DRIVEWAY repair, including compacted granular backfill.	212	SF				
10	Furnish and install ASPHALT DRIVEWAY repair, including compacted granular backfill.	168	SF				
11	Furnish and Install ASPHALT ROAD PAVEMENT (Stephenson Road, Indian Ridge Access Drive and Marshall Elementary Drive) repair, matching existing paving thickness, including LSM backfill.	450	SF				
12	Complete FINAL GRADING, rock removal, topsoil, seeding, mulching, fertilizing, erosion control, and watering to establish growth in unpaved areas.	1	LS				
13	Furnish and install FENCE REPLACEMENT.	120	LF				
14	Furnish, install, and maintain SILT AND EROSION CONTROL.	1	LS				
15	Furnish, install, and maintain TRAFFIC MAINTENANCE.	1	LS				
16	MOBILIZATION/DEMOBILIZATION.	1	LS				
<b>TOTAL BID</b>							

**TOTAL BID IN WORDS** \_\_\_\_\_

or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

**3. UNRESOLVED FINDING FOR RECOVERY**

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

**4. OHIO WORKERS' COMPENSATION COVERAGE**

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

**5. DRUG-FREE WORKPLACE PROGRAM**

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

**6. OHIO PREFERENCE**

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

**7. BID GUARANTY**

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

**8. OHIO ETHICS LAW**

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**NOTICE TO CONTRACTORS:**

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See <http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? \_\_\_ Yes \_\_\_ No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? \_\_\_ Yes \_\_\_ No

**Bidder must provide a "Yes" answer to one or the other of the above questions.**

**BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:**

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, OR the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? \_\_\_ Yes \_\_\_ No

>>>If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

**BIDDER'S EEO COVENANTS:**

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**BIDDER'S CERTIFICATION:**

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Authorized Officer      Date

\_\_\_\_\_  
Title

**>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.**