

To: All Plan Holders of Record

From: CT Consultants, Inc.

For the Owner

Re: Addendum No. 2

Main Trunk Sanitary Sewer Replacement

Village of Hartville

Date: June 18, 2024

This Addendum forms a part of the contract documents and modifies the original bidding documents dated June 2024 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

BID FORMS

Replace Bid Form, Pages BF.8 to BF.9, with the enclosed Bid Form, Pages BF.8A to BF.9A.

QUESTIONS AND ANSWERS

1. Request for clarification on item 22- Site Special Working Plan:

Please refer to the Sanitary Sewer Investigation Summary Report included in the bid documents and to the General Notes shown on the Construction Drawings.

Per the Report conclusion the contractor will develop a work plan that will include their health and safety practices, site monitoring, equipment decontamination, spoils management, site control and construction oversite; pursuant to the possible presence of contaminants, and their associated levels noted in this same memo. The work plan will to be submitted Arcadis on behalf of TDY for review prior submitting to USEPA for their review.

Clarifying the above, the work plan will also need to include:

- Dewatering water management (management of potentially impacted groundwater), if applicable
- Installation of Aquablock or vapor barrier in the pipe backfill at the property lines, depending on whether the pipe is below or above the water table, respectively.
- Site environmental oversight by Arcadis, on behalf of TDY. Include the following contact information for Arcadis and TDY

Addendum No. 2 Date: June 18, 2024

Page 2

o For Arcadis:

William M. Golla, P.E. Arcadis U.S., Inc. 7575 Huntington Park Drive, Suite 130 Columbus, Ohio 43235 Phone: 614.985.9100

o For TDY Industries, LLC (ATI):

Mark Thomasen 30 Prestbury Square, Suite 327 Newark, DE 19713 Phone: 302.368.7350

- 2. What are the rims and inverts for sanitary structures on sheet 5, 6, & 8? See attached revised sheets. 5,6, & 8.
- 3. Are Drop MH called out on the plans and are all MH same size?

 See attached revised sheets for Drop MH locations and for MH size callouts. Drop MH to be per Stark County Sanitary Engineering Department Precast Drop MH detail (see attached Detail No. 15B). Drop Attachment is incidental to the MH pay item.
- 4. 24" Pipe Material:

All pipes to be per plans and to meet bid documents specifications. Specific pipes approval will be reviewed during the shop drawings submittal review.

- 5. What is the existing pipe material? *Vitrified Clay Pipe per Village records.*
- 6. Have all railroad permits been obtained? Is the flagging the only thing the contractor will be responsible for?

The Village has an existing agreement for the existing Sanitary line crossing under the railroad which they amended to address the modification related to this project. See Attached Amendment Agreement.

As for the awarded contractor, they must submit the right-of-entry permit application found on this webpage: https://www.wlerwy.com/real-estate/accessing-property/. A map should be provided with the application detailing, if applicable, any work areas and access routes that are contained on or affect the influence of the railroad's right-of-way. Upon approval of that application, the awarded contractor will then be required to sign the railroad's right-of-entry permit agreement which the RR will prepare and send after the application is approved. The awarded contractor will also need to provide to the railroad with an insurance document as proof that they meet the railroad's insurance requirements in section 12 of the attached permit agreement sample. The Village already paid the \$1,000 permit application fee. g. Upon approval of the application, WLE will draft and send the permit agreement that the awarded contractor must sign.

Addendum No. 2 Date: June 18, 2024

Page 3

The only other fees to consider are the flagging fees which are shown on the flagging fee schedule attached. Please note that flagging must be scheduled with the railroad for any activities on or within the influence of the railroad's right-of-way, and this includes all the expected underground activities that are to take place as part of the pipe crossing installation and any other activities, if applicable, that may be taking place on the ground surface or overhead. The contractor will need to determine the expected number of days and hours for each day that flagging is needed so that we can determine the estimated fees and send an invoice for this which must be paid before the flagging can be scheduled.

Railroad contact information:

Jeffery A. Davis Jr.
Director of Real Estate
Wheeling & Lake Erie Railway Company
100 East First Street, Brewster, Ohio 44613
330-767-7284 office | 330-936-1489 cell | www.wlerwy.com

- 7. What type of crushed aggregate to be installed in the trench under #8? #57 limestone to be used under #8.
- 8. What action is needed for the existing Sanitary crossing under the railroad? *In the base bid case: Cut and fill with grout.*
- 9. How to fill void between the casing and carrier?

 Contractor to refer to WLE Railroad specification included with project construction documents.
- 10. Can project final completion date be extended?

 The project is funded by OPWC and needs to meet their deadline.
- 11. Are the flowlines of the manholes to be cast in place, or can they come to site precast into the structure?

Either way as long it meets project specifications.

12. Would you consider a Liquid Crystalline Waterproofing Admixture versus the powdered form specified?

Any equivalent option that meets project specifications and the intent will be acceptable. Specific product will be reviewed during shop drawing submittal stage for approval.

SSA:mep

Enclosures

H:\2021\210229\SPEC\Addenda\Addendum 02\Addendum 02.Doc

Proposal to Village of Hartville For Main Trunk Sanitary Sewer Replacement Base Bid Project No. 210229

				TINII	TINII	TOTAL	
REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	PRICE LABOR	PRICE MATERIAL	UNIT	ITEM TOTAL
-	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	S	\$	\$	\$
7	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	\$	\$	\$	\$
3	(201) CLEARING AND GRUBBING	1.00	LS	S	\$	\$	\$
4	(202) MANHOLE REMOVED	12.00	ЕАСН	S	\$	\$	\$
5	(202) SPECIAL - FILL AND PLUG EXISTING CONDUIT	80.00	FT	\$	\$	\$	8
9	(SPC) TEMPORARY EROSION CONTROL, INCLUDING SWPPP, AS PER PLAN	1.00	LS	\$	\$	\$	8
7	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN	222.00	SY	\$	\$	\$	\$
∞	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), DRIVEWAY, APRON, OR PARKING LOT	286.00	SY	\$	\$	\$	\$
6	(254) PAVEMENT PLANING, ASPHALT CONCRETE	585.00	SY	8	\$	\$	\$
10	(451) 6 INCH REINFORCED CONCRETE DRIVES AND APRONS, AS PER PLAN	131.00	SY	\$	\$	8	8
11	(603) 8 INCH SANITARY SEWER, AS PER PLAN	40.00	FT	\$	\$	\$	\$
12	(603) 12 INCH SANITARY SEWER, AS PER PLAN	1,180.00	FT	S	\$	\$	\$
13	(603) 18 INCH SANITARY SEWER, AS PER PLAN	450.00	FT	\$	\$	\$	\$
14	(603) 24 INCH SANITARY SEWER, AS PER PLAN	00.009	FT	\$	\$	\$	\$
15	(604) MANHOLE, NO. 3	8.00	ЕАСН	\$	\$	\$	\$
16	(611) 53" X 83" CONDUIT, TYPE A , 706.04, AS PER PLAN	10.00	FT	\$	\$	\$	\$
17	(611) 24 INCH CONDUIT IN BORED-IN-PLACE STEEL CASING, AS PER PLAN	112.00	FT	\$	\$	\$	\$
18	(611) 60" SANITARY DROP MANHOLE, AS PER PLAN	3.00	ЕАСН	\$	\$	\$	\$
19	(611) 72" SANITARY DROP MANHOLE, AS PER PLAN	1.00	ЕАСН	€	\$	€	\$
20	(614) MAINTAINING TRAFFIC	1.00	LS	8	8	8	8
21	(624) MOBILIZATION	1.00	TS	8	8	8	\$
22	(SPC) LAWN RESTORATION (GRADING, SEEDING, & MULCHING)	1.00	LS	\$	8	∽	\$

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				UNIT	UNIT	TOTAL	
REF.			MEASURE	PRICE	PRICE	UNIT	ITEM
NO.	DESCRIPTION	QTY.	UNITS	LABOR	MATERIAL	PRICE	TOTAL
23	23 (680) BYPASS PUMPING, AS PER PLAN	1.00	FS	\$	\$	\$	\$
24	24 (SPC) SPECIAL - SITE SPECIAL WORKING PLAN	1.00	LS	\$	8	\$	\$
25	25 (SPC) RAILROAD FORCE ACCOUNT ALLOWANCE, AS PER PLAN	1.00	ST	· · · · · · · · · · · · · · · · · · ·		\$ 30,000.00	\$ 30,000.00
				INFORMAL TOTAL BID	TAL BID \$		

FIRST AMENDMENT TO LICENSE AGREEMENT NO. 130972

THIS FIRST AMENDMENT TO LICENSE AGREEMENT NO. 130972 (the "Amendment"), is made as of the 15th day of November, 2023, by and between the VILLAGE OF HARTVILLE, OHIO, an Ohio political subdivision, having an address of 202 West Maple Street, Hartville, OH 44632 ("VILLAGE"), and WHEELING & LAKE ERIE RAILWAY COMPANY, a Delaware corporation, having an address of 100 East First Street, Brewster, OH 44613 ("RAILWAY").

WHEREAS, by License Agreement No. 130972, executed on March, 9, 1976, between the VILLAGE and Norfolk and Western Railway Company, predecessor in interest to RAILWAY, the VILLAGE was granted a license for the FACILITY as defined therein, including a sanitary sewer pipe and storm sewer, at Survey Stations 2522+32.2 and 2522+39.2 (Mile Post 47.77) of the Cleveland Subdivision, in the Village of Hartville, County of Stark, and State of Ohio (the "1976 Agreement");

WHEREAS, VILLAGE now desires to grout fill, cap, plug, and abandon in place the eighteen inch (18") I.D. sanitary sewer pipe, part of the FACILITY as defined in the 1976 Agreement, and replace it with a twenty four inch (24") PVC sanitary sewer pipe encased in a thirty eight inch (38") ductile cast fron steel pipe;

WHEREAS, RAILWAY is willing to amend the 1976 Agreement to allow for the larger sanitary sewer pipe;

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, and intending to be legally bound, the parties agree that the 1976 Agreement shall be and the same is hereby amended as follows:

- The VILLAGE agrees to pay RAILWAY the annual fee of Three Thousand Dollars (\$3,000.00), payable the first of every March, for the rights granted herein.
- The definition of FACILITY in the 1976 Agreement shall be amended in part to include the new twenty-four Inch (24") PVC sanitary sewer pipe encased in a thirty eight Inch (38") ductile cast Iron pipe as fully described on Exhibit A attached hereto and made a part hereof.
- The FACILITY shall be constructed and maintained so as not to interfere in any way with the property or operations of RAILWAY.
- 4. All other terms and conditions of the 1976 Agreement remain unchanged and in full force and effect.
- In the event of any conflict between the 1976 License Agreement and this Amendment, this Amendment shall control.
- 6. The above recitals are incorporated herein.

ISIGNATURE PAGE TO FOLLOW!

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

VILLAGE OF HARTVILLE, OH	WHEELING & LAKE ERIE RAILWAY COMPANY
Print Name Condy Billings Fint Name Condy Rullings Signature Mayob Title 1-24-2024 Date	JONATHAN CHASTEK Print Name Signature PRESIDENT Title 2-9-2024 Date
STATE OF Ohic S COUNTY OF 5 tark S	
This instrument was acknowledged before me on by <u>CARDY BLULUGG</u> , as <u>MPYOR</u> political subdivision.	the day of, 202\$,4 of Village of Hartville, Ohio, an Ohio
(SEAL) Notary Public	la Bullips
My Commission Expires: 05/27/24 Commission No.:	ANGELA K PHILLIPS Notary Public, State of Ohlo My Commission Expires
STATE OF OHIO & COUNTY OF STARK &	May 27, 2024
This instrument was acknowledged before me on by Jonathan Chastek, as President of Wheeling & Lake	
(SEAL) Notary Public	-J. Ritchey
My Commission Expires: Commission No.	IFER L. RITCHEY Public, State of Ohio mmission Expires: Nov. 2, 2028

PERMIT TO ENTER PROPERTY No
This Permit to Enter Property Agreement ("Agreement") is entered into by and between, having a business address of("PERMITTEE"), to enter the property of WHEELING &
LAKE ERIE RAILWAY COMPANY, having a business address of 100 East First Street, Brewster, OF 44613 ("RAILWAY").
In consideration of the terms and conditions herein contained and other good and valuable consideration, and intending to be legally bound the parties agree as follows:
1. <u>USE</u> .
RAILWAY grants permission to PERMITTEE to enter the property of RAILWAY for the purpose of, and for no other purpose not approved in advance by RAILWAY, at Mile Post (Lat.:, Long of the Cleveland Subdivision, in the of
2. FLAG PROTECTION, PAYMENT, AND ENTRY NOTICE.
2.1 PERMITTEE is required to pay RAILWAY the costs of flag protection at the applicable rate according to RAILWAY's current published flagging rates; the flagging rates are subject to change at any time for any reason at the discretion of RAILWAY.
2.2 PERMITTEE agrees to schedule flag protection, in advance, by contacting Heidi Rowlands, Engineering Administrator, at telephone number 330-767-7229 or email a https://hrowlands@wlerwy.com ; if Heidi Rowlands is unavailable, RAILWAY will assign a representative to handle the scheduling of flag protection. It is understood by PERMITTEE that RAILWAY will schedule flag protection, at its discretion, as soon as personnel becomes available, and PERMITTEE

Permit No. _____ Page 1 of 3

OUT OF OR RESULTING FROM (IN WHOLE OR IN PART) THE FAULT, FAILURE, OR NEGLIGENCE OF RAILWAY OR OTHERWISE.

5. **STARTING OF USE OF PROPERTY.**

PERMITTEE shall notify the Vice President of Engineering of RAILWAY, or his duly authorized representative, in advance before entering upon or starting any work upon RAILWAY property to schedule flag protection, which is provided by RAILWAY at the expense of PERMITTEE. No entry or use of RAILWAY property will be permitted until this permit is signed, and permission received from the Vice President of Engineering of RAILWAY, or his duly authorized representative.

6. **RAILWAY OPERATIONS.**

All operations shall be carried on in such a manner so as not to interfere with RAILWAY property and operations or the use of any RAILWAY facilities. If, in the opinion of the Vice President of Transportation of RAILWAY, the Vice President of Engineering RAILWAY, or another duly authorized representative of RAILWAY, conditions warrant at any time, RAILWAY will provide flag service and protection at the expense of PERMITTEE, and PERMITTEE agrees to pay to RAILWAY the full cost and expense therefor.

7. **CROSSING TRACK.**

In no event shall equipment or material be transported across track(s) without special permission from the Vice President of Engineering RAILWAY, or his duly authorized representative. Such crossing may require installation of materials, as deemed necessary by RAILWAY, and a separate license agreement, to be prepared by RAILWAY, at the expense of PERMITTEE, and the PERMITEE agrees to pay to RAILWAY the full cost and expense therefor.

8. **CLEARANCES.**

All equipment working on or material in use upon the property of RAILWAY shall be kept at all times not less than 8.5 feet from the nearest rail of any track, or as subsequently modified in writing by the Vice President of Engineering, or his duly authorized representative, of RAILWAY. PERMITTEE shall conduct operations so that no part of any equipment shall foul any track, transmission, signal or communication lines, or any other structure of RAILWAY.

9. **RESTORATION OF PREMISES.**

Upon completion of the occupation, RAILWAY's property shall be left or restored by PERMITTEE in a condition satisfactory to RAILWAY in its sole discretion. This includes, without limitation, the restoration immediately of any fences removed.

10. **SUBSIDENCE.**

PERMITTEE shall be responsible for any settlement caused to the roadbed, right of way, and/or tracks, facilities, and appurtenances of RAILWAY arising from or as a result of PERMITTEE's occupation of RAILWAY property, and PERMITTEE agrees to pay to RAILWAY on demand the full cost and expense therefor.

11. **TERM OF PERMIT.**

RAILWAY reserves the right to revoke this permit at any time. Unless subsequently modified or terminated, this permit shall begin upon execution of this Agreement by both PERMITTEE
and RAILWAY, and end on//202 PERMITTEE agrees to notify RAILWAY when use of the property or work is completed. Under no circumstances shall this temporary permit be construed as granting PERMITTEE any right, title or interest of any kind or character in the property of RAILWAY.
Permit No

12. **INSURANCE.**

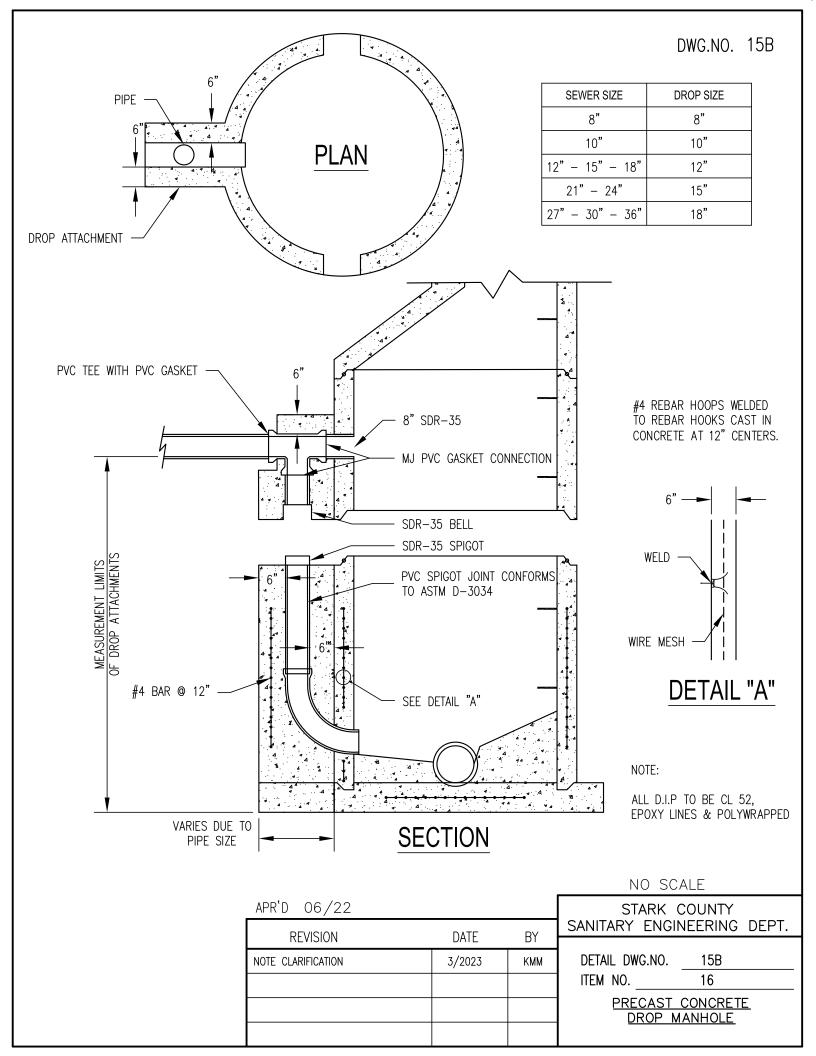
Prior to commencement of occupation or use of the property of RAILWAY for activities described above, PERMITTEE, or its contractor, at its sole cost and expense, shall procure, maintain and furnish RAILWAY during continuance of this permit <u>Commercial Liability Insurance</u> covering liability assumed by PERMITTEE under this permit with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) for personal injury and property damage per occurrence, naming RAILWAY as an additional insured. PERMITTEE shall furnish RAILWAY Director Real Estate at 100 East First Street, Brewster, OH 44613, with a certificate of insurance referring to this permit by date, name of RAILWAY, description of permit and location covered. The certificate shall be endorsed to provide for thirty (30) days' notice to said RAILWAY prior to termination of or change in the coverage provided. If a higher limit of liability is required by RAILWAY, RAILWAY shall provide PERMITEE written notice of the limit required and within thirty (30) days thereafter PERMITTEE shall provide revised certificate of insurance for the increase required limit. Furnishing of this insurance by PERMITTEE shall not limit PERMITTEE's liability under this permit but shall be additional security therefor.

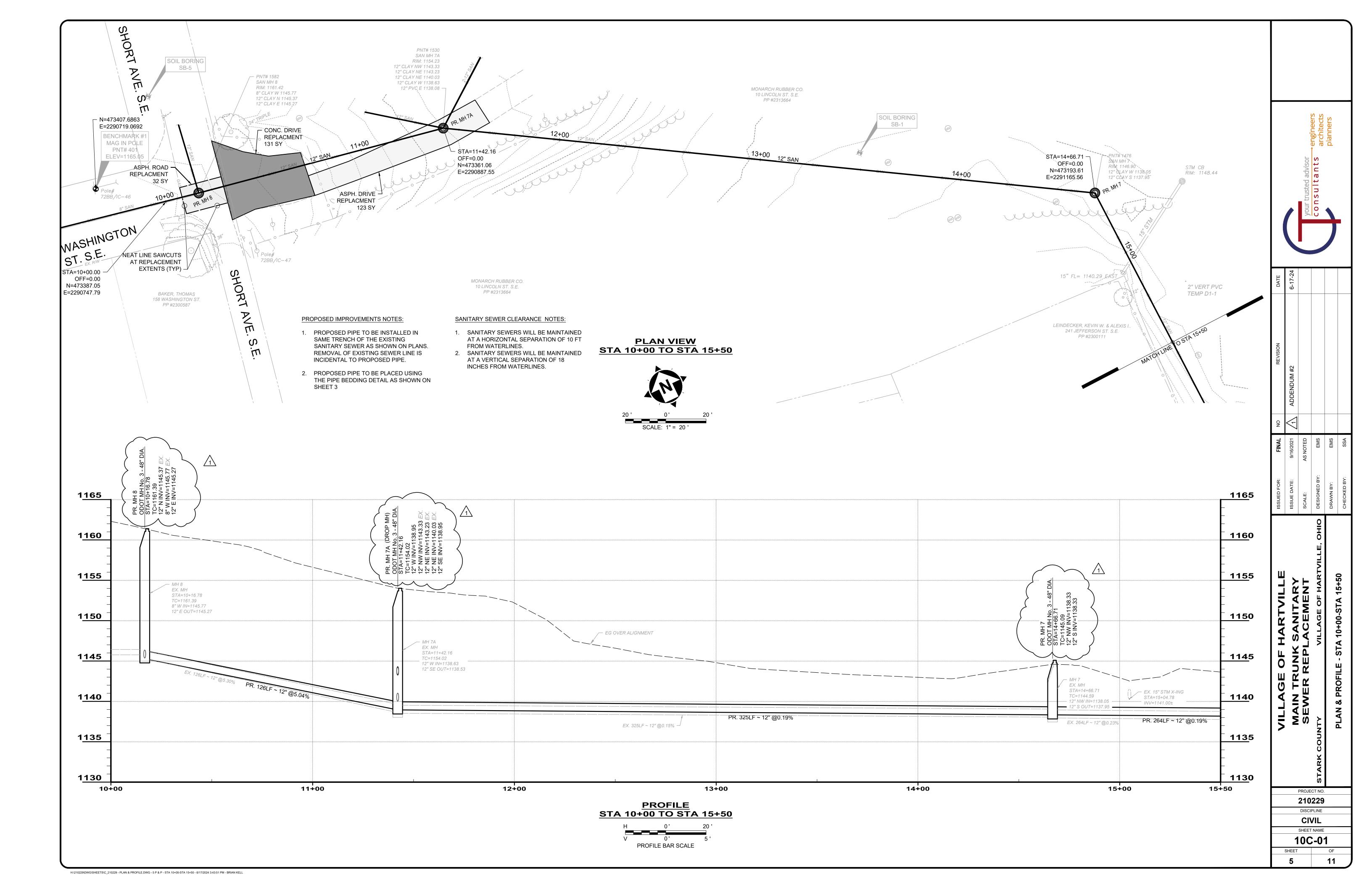
13. ENVIRONMENTAL COMPLIANCE.

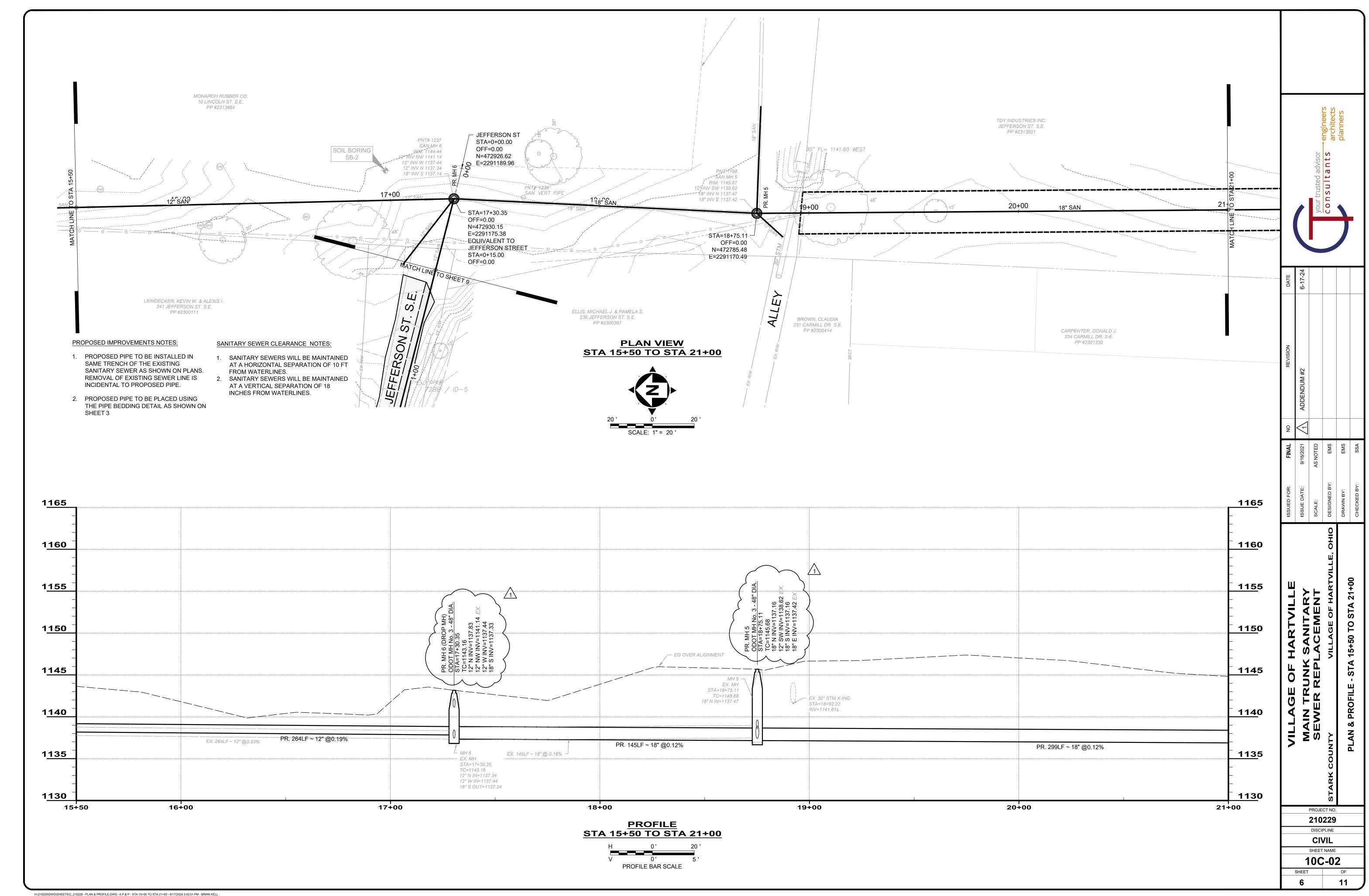
PERMITEE agrees to indemnify, hold harmless and defend RAILWAY from and against any and all suits, actions, proceedings, fines, costs, including but not limited to investigations, inspections or remediation activities, or claims arising from or alleged to arise from PERMITEE's violation of any environmental law, rule, or regulation. PERMITEE further agrees to indemnify, hold harmless and defend RAILWAY from and against any and all suits, actions, proceedings, fines, costs or claims as a result of any spill, clean up, or corrective action of any kind associated with or arising from PERMITEE's occupancy of RAILWAY's property, including, but not limited to, as a result of any discharge of any substance from rail cars PERMITEE is working on, or which are otherwise under PERMITEE's ownership or control.

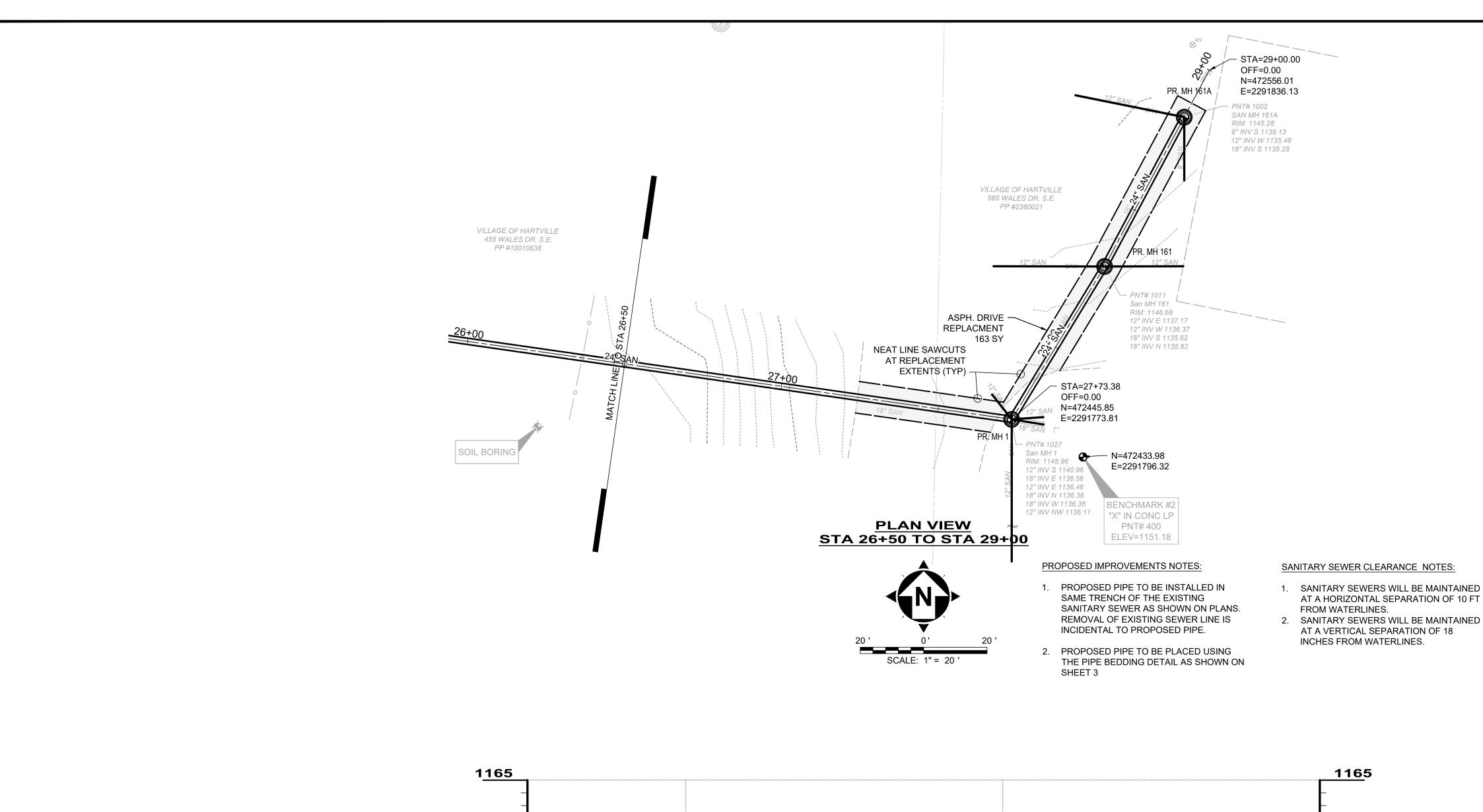
AGREED TO AND ACCEPTED: WHEELING & LAKE ERIE RAILWAY COMPANY Jeffery A. Davis Jr. Print Name Signature Director of Real Estate Title Date Date

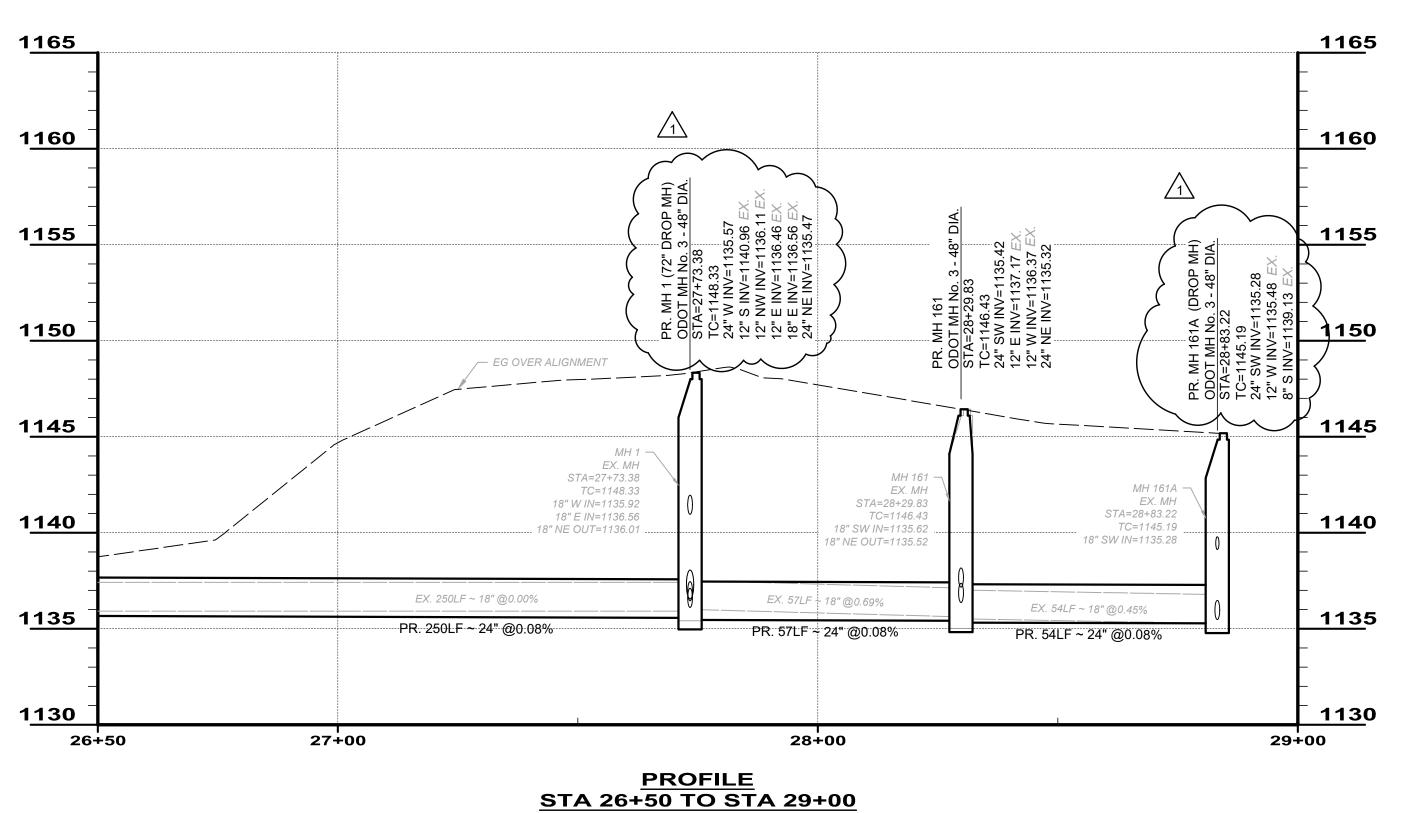
Permit No.		











PROFILE BAR SCALE



<u> </u>	ISSUE DATE:	9/16/2021	\bigvee	ADDENDUM #2	6-17-24
·	SCALE:	AS NOTED			
ARTVILLE, OHIO	DESIGNED BY:	EMS			
	DRAWN BY:	EMS			
9+00	СНЕСКЕD ВҮ:	SSA			

	SEWER REPLACEMENT STARK COLINITY VII AGE OF HARTVILLE OHIO
--	--

210229

CIVIL
SHEET NAME

10C-04