

INSTRUCTIONS TO BIDDERS

SECTION B

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1. RECEIPTS AND OPENING OF BIDS

The Pickaway County Board of Commissioners on behalf of the Village of Ashville (herewith called the "Owner") invites bids on the forms provided.

Bids will be received by the Owner at the office of the Clerk until 11:00 a.m., Local Time, on September 8, 2014 and then and there publicly opened and read aloud. The envelope containing the bid must be sealed and addressed to the Pickaway County Board of Commissioners 139 West Franklin Street Circleville, OH 43113 and designated as the Bid for "2014 CDBG Ashville Street Improvements". The work is as set forth in these specifications and bid documents.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. No bid will be allowed to be withdrawn, for any reason, after it has been deposited with the Owner. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the forms provided. All blank spaces for bid prices must be filled, in ink or typewritten, in both words and figures. Prices for labor and materials shall be quoted separately. No additional prices or qualifying clauses shall be written in.

Each bid must contain the full name and address of each person and firm interested in the same and if applicable the name and address of the President and Secretary of the Corporation bidding. Each bidder shall include in the space provided in the Proposal a detailed account of its experience, skill and financial standing and equipment available to perform the work.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be in another envelope addressed as specified in Section 1.

Each bid must include the Non Collusion Affidavit properly filled in.

The attention of the Contractor is invited to the provisions of Ohio Revised Code Section 153.54 concerning the requirements for Bid or Bid Performance Bonds. The form in these Contract Documents is for a Bid Performance Bond but the prospective bidder may submit a bid bond in accordance with the provisions of law.

If such bid bond is elected, the successful bidder shall simultaneously with his delivery of the executed contract, furnish a Performance Bond, conditioned according to law, in the amount of one hundred percent (100%) of the contract price for faithful performance of this contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. Sureties on all bonds must be satisfactory to the Owner.

The Performance Bond shall also guarantee the work during the maintenance period of one (1) year.

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

3. TIME OF COMPLETION AND TERM

Bidder's attention is directed to Article 12.03 of the Standard General Conditions concerning liability for not completing on time. This project is to be completed by the completion date specified in the General Specifications.

4. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the plans, specifications of other prebid documents will be made to any bidder.

Every request for such interpretations should be addressed to the Village of Ashville Administrator, and to be given consideration, must be received at least (7) seven calendar days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instruction shall be in the form of written addenda to the specifications, which is issued, will be mailed by certified mail with return receipt requested to all prospective bidders not later than five (5) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the Contract documents.

5. QUALIFICATIONS OF BIDDER

The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of each bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. EXAMINATION OF SITE

Bidders are required to satisfy themselves by personal examination at the site of the work, and by examination and study of the Contract documents as to the conditions existing and the difficulties likely to be encountered in the construction of the work. No plea of ignorance, as a result of failure to make such examinations on the part of the Contractor, will be accepted as an excuse to fulfill the provisions of the Contract or as a basis for extra compensation or extension of time.

7. SUB-SURFACE CONDITIONS

The Contractor shall make whatever additional investigations he feels necessary to prepare his bid to perform in accordance with the terms set forth herein.

8. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal regulations, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full including but not limited to the following:

(a) Minimum Wage Rates

The schedule of Federal Wage Rates (Davis Bacon Wage Determination) for occupational classifications and minimum hourly wage rates are included herein.

The minimum wage to be paid to all skilled labor, intermediate grade labor and unskilled and common labor employed on any part of this Contract shall be in accordance with the "Davis Bacon Wage Rates," ascertained and determined by the Federal Government to public improvements in effect on the date of advertising for bids and as shown in the bidding proposal.

(b) Personal Property Tax Delinquency

The attention of Bidders is directed to the provisions of Section 5719.042 Ohio Revised Code:

"After the award by a taxing district of any Contract let by competitive bid and prior to the time the Contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory of that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within (30) thirty days of the date it is submitted.

(c) Occupational Safety and Health Act

Special attention of Bidders is also directed to the requirements of O.S.H.A. The successful Contractor will be required to observe all provisions of that Act, which are by reference included in the specified provisions of these specifications as if actually reproduced therein and will be responsible for their reinforcement both in letter and spirit.

9. ESTIMATE OF QUANTITIES

The Bidders attention is directed to the paragraph concerning the estimate of quantities included on the Description of Project.

10. LIMITATION OF LIABILITY

The attention of the Bidder is directed to the page on the Proposal Form. The submission of a signed Proposal indicates acceptance of the principles of Limitation of Liability.

11. DOCUMENTS REQUIRED AT TIME OF BIDDING

- a. Bid Proposal Form, Complete
- b. Bid Guarantee and Contract or Contractor's Bond
- c. Legal Status of Bidder
- d. Experience Statement
- e. Non-Collusion Affidavit
- f. Delinquent Personal Property Tax Affidavit

12. AWARD OF CONTRACT

The Contract, if let, will be awarded to the bidder who, in the Owner's opinion, offers the lowest and best bid. In determining the awardee, the following elements may be considered: Whether the bidder (a) maintains a permanent place or business; (b) has adequate personnel and equipment to do the work properly and expeditiously; (c) has a suitable financial base to meet obligations incident to the work; (d) has appropriate experience; (e) has completed all items of the proposal responsively; (f) has inserted no qualifying phrases of unbalanced items on the proposal. The Owner reserves the right to waive any informality in bidding and to reject any or all bids.

By submitting their proposal, the bidder acknowledges that they are skilled and experienced in the use and interpretation of plans and specifications for this project and has found them free of ambiguities and sufficient for bid purposes. Further, they have carefully examined the site of the work and, from their own observations, have satisfied themselves as to the nature and location of the work, the character, quality and quantity of materials, and the difficulties likely to be encountered, and other items, which may affect the performance of the work. They have based their bid solely on these documents, including any addenda and observations and have not relied in any way on any explanation or interpretation, oral or written, from any other source. Therefore, the Bidder agrees to limit the liability of the Engineer for his negligence, errors or omission to a total aggregate liability to him of \$50,000. The Bidder in no way assumes liability for the negligence, errors, or omissions of the Engineer.

13. VILLAGE OF ASHVILLE INCOME TAX

The Contractor shall obey all provisions of the Village Income Tax Ordinance requirements. These requirements include the following:

- Said Contractor hereby further agrees to withhold all income taxes due or payable under provisions of Income Tax Ordinance, for wages, salaries, and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such income taxes due under for services performed under this contract.

14. RETAINAGE

Except as provided in the second sentence of the paragraph, Owner and Contractor shall comply in all respects with the requirements of Sections 153.12, 153.13, 153.14, and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to Owner, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. Upon written notification to and approval of the Director of the Ohio Public Works Commission, Owner may use its legally applicable Construction Contract requirements for the project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to Contractors in lieu of the requirements of Section 153.12, 153.13, 153.14, and 153.63 of the Revised Code.

15. IMMIGRATION REFORM AND CONTROL ACT

It is the intent of Contractor to conform to the requirements of the Immigration Reform and Control Act. Form "I-9" will be used to verify that all applicants being considered for employment are eligible to work in the United States.

QUALIFICATIONS OF BIDDER: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

BID SECURITY: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of **100%** of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Bid bond check will be held as performance bond for successful bidder.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

CONDITIONS OF WORK: Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

OBLIGATION OF BIDDER: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

EXAMINATION OF SITE: Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection herewith.

SOIL CONDITIONS: If applicable and subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to original condition.

The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

WORKING FACILITIES: The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.

ADDENDA AND INTERPRETATIONS: No official interpretation of the meaning of the plans, specifications or

other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Franklin Christman Village Administrator, Village of Ashville, 200 East Station Street, Ashville, Ohio 43103 and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

WATER SUPPLY: All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

The source, quality and quantity of water furnished shall, at all times, be satisfactory to the Engineer.

SIGNATURE OF BIDDERS: The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state, in his proposal, the name and address of each person or corporation interested therein.

NOTICE OF SPECIAL CONDITIONS: Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications dealing with the following:

- a. Insurance requirements
- b. Federal Labor Standards Provisions, including Davis-Bacon wage rates. (SEE Section H)
- c. Requirement for a payment bond and performance bond for 100% of contract price (Unless otherwise determined by the Commissioners)
- d. Requirement that all subcontractors be approved by the Owner
- e. Time-for-completion and liquidated damages requirements
- f. Safety standards
- g. Contractor's responsibility to obtain permits
- h. Affirmative Action and Equal Opportunity provisions

ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD: Upon award of the contract, but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice of Award
- b. Contract
- c. Insurance certificate(s) and/or policy (ies)
- d. Performance bond
- e. (If over \$10,000:) Contractor's Section 3 Plan
- f. (If over \$10,000:) Certification of Bidder Regarding Equal Employment Opportunity
- g. (If over \$10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
- h. Certification of Bidder Regarding Section 3 and Segregated Facilities
- i. Certification(s) of (all) Proposed Subcontractor(s) Regarding Section 3 and Segregated Facilities
- j. (If over \$10,000:) Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
- k. Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements
- l. (All) Subcontractor's Certification(s) concerning Labor Standards and Prevailing Wage Requirements

FOREIGN CORPORATIONS AND CONTRACTORS

A. Foreign Corporations

Definition: "Foreign Corporation" means an corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

TELEGRAPHIC MODIFICATION: Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for recipient of bids, provide such telegraphic communication is received by the owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

METHOD OF BIDDING: The Owner invites unit price/lump sum price bids as indicated in the Bid Form.

If the lowest funds responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders; and
- c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.