

**Village of New Concord**  
**2015 Street Paving and Improvements Project**

Invitation to Bid, Instruction to Bidders, Specifications and Bid Proposal Form

**I. Invitation to Bid**

Sealed bid proposals will be received in the Office of the Administrator, P.O. Box 10, 2 W. Main Street, New Concord, Ohio 43762 until 10:00 a.m., July 6, 2015 and then publicly opened and read aloud at that time.

**II. Instructions to Bidders**

All proposals shall be submitted on the proposal forms provided herewith and in a sealed envelope addressed to the Village of New Concord, P.O. Box 10, 2 W. Main Street, New Concord, Ohio 43762 and plainly marked **2015 Street Paving and Improvements Bid**.

All proposals shall be typewritten or in ink on the form(s) prepared by the Village of New Concord. All proposals must be signed by officials of the corporation or company duly authorized to sign bid proposals.

All proposal corrections or erasures shall be initialed by the person signing the bid or his authorized representatives.

Bid proposals may be amended or withdrawn by the party(s) submitting such proposals or his authorized representative, up until the scheduled opening time; no bid may be amended or withdrawn thereafter regardless of the circumstances.

- A. All proposals must show unit price and total bid price for each item.

Any proposal which does not contain a firm stated amount will be considered informal. Bids submitted shall remain firm and effective for a period of sixty (60) calendar days following the opening of bids. All bidders shall agree to complete the work in accordance with a schedule approved by the Village. **The completion date shall be 30 days from the date that the "Notice of Award" is issued.**

If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Village, then the contractor does hereby agree as a part consideration for the awarding of this contract, to pay to the Village an amount of \$500 not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contractors shall be in default after the time stipulated in the contract for completing the work. Contract period may only be extended by an approved change order.

- B. Each bid proposal shall be accompanied by a certified check, cashier's check, or letter of credit in the amount of ten percent (10%) of the amount bid, made payable to the Village of New Concord, Ohio or by a bond in the full amount of bid issued by a

surety guarantee that, if the bid is accepted, the contract will be entered into and its performance properly secured.

Bid guarantee filed shall be returned to all unsuccessful bidders immediately after the contract is executed. Bid guaranty filed shall be returned to the successful bidder upon filing of the performance-maintenance bond.

- C. The Village of New Concord shall have sixty (60) days from the date of the opening of the bids before awarding a contract or rejecting the bids. The Village intends to issue "Notice of Award" on or before July 15, 2015 and issue a "Notice to Proceed" immediately upon receipt of required contract documents including the performance guarantee, which shall be returned within 7 days of the issuance of the "Notice of Award".

The Village of New Concord reserves the right to accept or reject any or all bids, to increase, decrease, or omit any item or items, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the Village.

- D. Each bidder shall complete and have had notarized the non-collusion affidavit enclosed herewith to be submitted with his bid proposal.
- E. The Village may make such investigation as it deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose. Also, if requested, bidders shall submit complete similar project(s) or are presently working on a similar project. The Village of New Concord reserves the right to reject any bid if evidence submitted by or investigations of, such bidder fails to satisfy the Village of New Concord that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.
- F. It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. The Village may accept or reject the bid based on any deviation.
- G. The successful bidder shall furnish satisfactory bond in the full amount of the contract price, by a surety company acceptable to the Village of New Concord, insuring the fulfillment of all of the provisions of the contract and covering all guarantees herein provided for the payment of all persons furnishing labor and material in the prosecution of the work.
- H. Upon notification of award of contract under this proposal, the successful bidder shall deliver certification showing that:
  - a. He complied with the Ohio Worker's Compensation Act.
  - b. He carries general public liability and property damage insurance coverage in the amount of \$1,000,000. Also insurance shall be provided on all automotive equipment including non-owned and hired units in the amount of \$1,000,000 bodily injury and \$1,000,000 property damage.

- c. The Village of New Concord, Ohio shall be named as an additional insured.
- I. The bidder's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout; and they will be included in the contract the same as though herein written out in full. In accordance, the successful bidder must comply with those pertaining to wages and equal employment. Ignorance of legislation will in no way excuse the successful bidder from full compliance with all statutes and regulations.

Ohio Revised Code, Chapter 4115 – Wages and Hours on Public Works shall apply to the contract.

The successful bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The successful bidder shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex or national origin.

- J. Item of 401.12 – Conditioning of Existing Surfaces – is not waived and shall be completed for each street to be paved under this contract. Upon award of a contract, the contractor shall submit a proposed work schedule under which all work shall be completed. The schedule shall be submitted at least five working days prior to start. No change in this schedule after acceptance by the Village shall thereafter be made, except as necessitated by acts of God, without forty-eight (48) hours advance notice to the Village Representative.
- K. Payments under the contract will be made on the basis of the unit prices in the proposal. A copy of the delivery slips for material delivered shall be given to the Village Representative the same day applied.
- L. Any supplemental instructions will be in form of written addenda. Failure to receive any such addendum or interpretation by any bidder shall not relieve any such bidder from his obligations under this bid submitted. All addenda so issued shall become part of the contract documents.

### **III. Specifications**

#### **A. General**

1. The current standard specification of the State of Ohio, Department of Transportation, including changes and supplemental specifications listed in this proposal shall govern this improvement unless otherwise specified in the construction specification notes.
2. The contractor shall provide for the construction and completion in every detail of the work described. The contractor shall perform all items of work covered and stipulated in this proposal and perform altered and extra work, furnish all labor, materials, equipment, tools, transportation and supplied required to complete the

work in accordance with the plans, specifications and terms of this contract. Should any misunderstanding rise as to the intent or meaning of the proposal, or any discrepancy appear, the decision of the Village Administrator shall be final and conclusive.

3. **Maintenance of Traffic**

During the progress of the work when necessary, areas of right of way may be closed to all traffic during certain construction operations, with approval of the Village Operations Manager. When closing a street closing is warranted, a schedule shall be submitted and approved seven days in advance.

It is anticipated that traffic will be limited to construction equipment. However during the actual hours of construction, the contractor may restrict traffic where approval is granted and where applicable provision for protecting the public as per specifications Item 614, Maintaining Traffic, have been made. The contractor shall be responsible for all traffic control with connecting streets in accordance with ODOT specifications and state law.

**B. Instructions and Conditions:**

1. Pavement shall be meet exiting or planned grades intersecting driveways and adjoining parking areas.
2. The contractor shall be responsible for any leveling of settled areas with aggregate and asphalt prior to the paving. The contractor shall kill all vegetation in the pavement area, clean and otherwise prepare all surfaces for paving.
3. The contractor shall be responsible for properly sloping pavement at all storm water catch basins, manholes and water valves.

**C. General Conditions for Contract Project:**

1. The Village is not liable for the contractor's failure to comply with the Americans with Disabilities Act of 1992 (ADA), Public Law 101-336.
2. **Indemnification.** The Contractor will indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work embraced in the project, provided that any such negligent or willful act or omission of the Contractor or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the Owner, or any of their agents or employees, by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's compensation acts, disability benefit acts or other employees benefits acts.

3. The Contractor and all Subcontractors agree to comply with all Federal, State and Local safety and health regulations.
4. The attention of bidder is directed to the special statutory provisions governing **the prevailing rates of wages** to be paid to laborers and mechanics employed and on discriminations, etc., in employment under public contracts. The contractor shall provide the Village with necessary payroll documents to certify compliance with said prevailing wage rates.
5. Bidder shall complete all applicable forms attached or listed herein.

**Village of New Concord**  
**2015 Street Paving and Improvements Project**

**Completion Date:** 30 Days after Delivery of Notice of Award

**Proposal**

Scope of Work: The Contractor shall furnish all materials, equipment and tools necessary to complete the asphalt paving complete in place on roadway acceptable to the Village Administrator. All materials and equipment shall meet current O.D.O.T. specifications.

We, or I \_\_\_\_\_ of \_\_\_\_\_ do hereby declare that we (or I) have carefully examined the job site, specifications and form of contract and will contract to do all of the work and furnish all of the materials, equipment and labor called for in said specifications, in the manner and or condition required, using said form of contract for the following prices.

**Materials:**

768 Tons of Type 448 Asphaltic Concrete - 1.5" thick surface course,  
Furnished, hauled, spread and rolled @ \$\_\_\_\_\_ per ton = \$\_\_\_\_\_

70 Tons of Type 448 Asphaltic Concrete 3" thick surface course,  
Furnished, hauled, spread and rolled @ \$\_\_\_\_\_ per ton = \$\_\_\_\_\_

252 Gallons of Type 407 Asphaltic Tack Coat, furnished & applied  
(0.025 gal. sq. yd.) @ \$\_\_\_\_\_ per gallon = \$\_\_\_\_\_

**Total Project** \$\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

Please acknowledge receipt of addendums by initialing here: \_\_\_\_\_

**Form of Non-Collusion Affidavit**

State of Ohio

County of \_\_\_\_\_

Bid Identification \_\_\_\_\_

Contractor \_\_\_\_\_, being first duly sworn, deposes and says that he/she is \_\_\_\_\_(sole owner, a partner, president, secretary etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, associate, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or nay one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, south by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or the fix any overhead, profit or costs element of such bid price, or of that or any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or date relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to any other individual except to such person or person as have a partnership or other financial interest with said bidder in his general business.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

**Affidavit of Contractor  
Or Sub-Contractor**

I, \_\_\_\_\_, of the \_\_\_\_\_,  
do hereby certify that the wages paid to all employees for the full number of hours worked in  
connection with the contract to the improvement, repair and construction of:

\_\_\_\_\_ (project and location)

during the following period from \_\_\_\_\_ to \_\_\_\_\_ is in accordance with  
the prevailing wage prescribed by the contract document.

I hereby certify that no rebates or deductions for wages due any person have been directly or  
indirectly made other than those provided by law.

\_\_\_\_\_  
Signature of Officer or Agent

**STATE OH OHIO:**

\_\_\_\_\_ County            SS:

Sworn to and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

The above affidavit must be executed and sworn to by the officer of the Contractor or  
Subcontractor who supervises the payment of employees, before the owner will release the  
surety and/or make a final payment due under the terms of the Contract.

**SAMPLE CONTRACT**

The Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between \_\_\_\_\_, hereinafter called the “Contractor” and the Village of New Concord, Ohio, hereinafter called the “Owner”.

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

**Article 1**     State of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete \_\_\_\_\_ required for the construction of the improvements embraced in the project; namely, \_\_\_\_\_, all in strict accordance with the contract documents, as caused to be prepared by the Owner.

**Article 2**     The Contract Price

The Owner will pay the Contractor for the performance of the work the sum of \$ \_\_\_\_\_, subject to additions or deductions as provided elsewhere in the contract documents or by change order.

**Article 3**     Contract

The executed contract documents shall consist of the following:

- A.     This Agreement
- B.     All documents of the Project Specifications for \_\_\_\_\_ dated \_\_\_\_\_ including:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C.     Performance Bond

This Agreement, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of any other component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern except as otherwise specifically stated.

**Article 4**      Nondiscrimination

The contract agrees, in accordance with Section 153.59 of the O.R.C. that in the hiring of employees for the performance of work under this contract, or any subcontract, no contractor nor subcontractor or any person acting on his behalf shall, by reason of race, creed or color, discriminate against any citizen of the State in the employment of laborers or workers who are qualified and available to perform the work to which the employment relates, and that no contractor, subcontractor or any person acting on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.

**Article 5**      Prevailing Wage

Both the Owner and Contractor agree that the provisions of Chapter 4115, O.R.C. and Related Sections, shall be complied with, in all respects under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in tow original copies on the day and year above written.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
      (Name)

\_\_\_\_\_

(Title)

OWNER:

Village of New Concord

By: \_\_\_\_\_  
      (Name)

\_\_\_\_\_

(Title)