

Village of New Concord
2015 Village Hall Roof Replacement 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., September 3, 2015 and then publicly opened and read at that time.

II. Instructions to Bidders

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Bid proposals may be amended or withdrawn by the party(s) submitting such proposals or his authorized representative, up until the scheduled opening time; no bid may be amended or withdrawn thereafter regardless of the circumstances.

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 60 days from the date of 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 \$250 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.

- 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 September 15, 2015 and issue "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 a list of completed similar projects. 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:

- a. Compliance with the Ohio Worker's Compensation Act.
 - b. General public liability and property damage insurance coverage in the amount of \$1,000,000 naming the Village of New Concord as additionally insured. 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.
- 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.

The current threshold level requiring prevailing wages for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting is \$75,000. If the total cost of the project exceeds \$75,000, the contractor shall provide documentation with all pay requested certifying compliance with the prevailing wage requirements of the Ohio Revised Code. The payroll certification shall be signed by an officer of the company.

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. 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 fourteen (14) days prior to start. The Village reserves the right to reject the work schedule within three working days of receipt. 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. Payment under the contract will be made within 30 days of completion, inspection and approval of the project and delivery of warranty and signed invoice.
- 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 existing roof is approximately 4,500 square feet. It is a 25 year old ballasted (gravel surfaced) rubber roof system over original smooth surfaced asphalt build up roof and a concrete roof deck with metal flashing.

B. Removal

1. Remove the existing gravel surfacing, rubber roofing membrane and roof insulation and dispose of all materials in compliance with the laws of the State of Ohio, leaving the old asphalt roof in place.

C. Construction of New Roof

1. Using an insulation adhesive, adhere a 1/8 inch per foot tapered insulation system over the old asphalt roof adequate to direct any accumulation of water to the roof drains. Over this install a fully adhered TPO single ply roofing system using heavy, .060 mil thick reinforced TPO membrane, white in color. Flash all roof penetrations with the TPO membrane and its accessories. Shop fabricate and install new pre-finished metal edge at the roof perimeter.

D. Site Conditions

1. Contractor shall maintain work site in good, safe condition at all times. During working hours contractor may use parking lot on the west side of building. Contractor shall not block any areas used by the Fire Department. After hours equipment may be moved to gravel lot south of Plum Alley. Material may be left in west parking lot except when events are scheduled in Village Hall or the park.

E. Warranty

1. Contractor and manufacturer of the TPO single ply roofing system shall guarantee roof to be free of all leaks and defects for a minimum of 25 years.

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

**Prevailing wage certificate
(Applies to projects over \$75,000 total cost)**

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:

_____ 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 all necessary work required for the construction of the improvements embraced in the project; namely, the Village Hall Roof Replacement 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:

OWNER:
Village of New Concord

By: _____
 (Name)

 (Title)

By: _____
 (Name)

 (Title)