

PROJECT:

**Ohio Public Works Commission
Zanesfield Drainage Project - Phase 1
OPWC Project No. CM15R**

PROPOSAL

VILLAGE OF ZANESFIELD

Heather Clapsaddle, Mayor
Shari Watkins, Clerk-Treasurer

Letting – June 30, 2016, at 10:00 A.M.

Company _____

Submitted by _____

Street _____

Post Office _____

City _____

State _____ Zip _____

Telephone _____

NOTICE FOR BIDS

Notice is hereby given that bids will be received at the office of the Logan County Engineer's Office, 1991 County Road 13, P.O. Box 427, Bellefontaine, Ohio, 43311, June 30, 2016 at 10:00 A.M., Ohio Standard Time for the **Ohio Public Works Commission Zanesfield Drainage Project - Phase 1 OPWC Project No. CM15R** according to specifications on file in the Logan County Engineer's Office.

Bids shall be submitted on forms furnished by the Logan County Engineer's Office in a sealed envelope marked "Ohio Public Works Commission Zanesfield Drainage Project - Phase 1 OPWC Project No. CM15R" on the outside. Sealed bid shall be submitted to the Logan County Engineer's Office at the address listed above.

Bids shall have separate unit prices for all items.

Bidders shall comply with provisions of the State of Ohio prevailing wage requirements

Bids will be furnishing labor, equipment, and materials.

As specified in R.C. 153.54, a bidder must submit 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 in the amount of 10% of the bid.

Bidders shall comply with the provisions of the Americans with Disabilities Act of 1990.

REQUIRED COMPLETION OF THE DMA FORM: The Contractor will supply a completed "Government Business and Funding Contract" Form (Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization-DMA) as mandated by Ohio Revised Code Sections 2909.32, 2909.33, and 2909.34.

Bids will be awarded to the lowest and best bidder, based on the grand total.

The Village of Zanesfield reserves the right to reject any or all bids and to waive any defects in the bids.

The Notice to Bidders is posted on the Internet and may be viewed on the Logan County Engineer's web page at: <http://loganco.co.logan.oh.us/engineer/>.

By Order of the Board of
the Village of Zanesfield

Shari Watkins, Clerk-Treasurer.

Posted: June 16, 2016

Advertised: June 16, 2016

June 23, 2016

INSTRUCTIONS TO BIDDERS

DATE AND PLACE FOR OPENING PROPOSALS: Pursuant to the Legal Notice, sealed proposals for performing the work will be received by the Logan County Engineer's Office of Logan County, Ohio.

At the time and place set forth in said notice, they will be publicly opened by the Logan County Engineer's Office and read aloud; the awarding of the contract, if awarded, will be made by the Village of Zanesfield within 30 days after the opening of the proposals.

FORM FOR PROPOSALS: All proposals shall be made upon the blank form of proposal attached hereto, and should give the lump sum price or unit prices for the work, and must be signed by the bidder in accordance with the directions in the form of proposal.

OMISSIONS AND DISCREPANCIES: Should a bidder find discrepancies in, or omissions from the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Logan County Engineer's Designee, Michael Kerns, who may send a written instruction to all bidders.

ACCEPTANCE OR REJECTION OF PROPOSALS: Logan County reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal in which unit prices are omitted or in which unit prices are unbalanced, may be rejected; any proposal accompanied by an insufficient or irregular bid guarantee may be rejected.

BID GUARANTEE AND PERFORMANCE BOND: Bid guarantees and performance bonds shall be in the form as specified in the Notice to Contractors.

ACCEPTANCE OF PROPOSAL: Within thirty (30) days after the opening of proposals, the Village of Zanesfield will act upon them. The acceptance of a proposal shall bind the successful bidder to execute the contract, and to be responsible for liquidated damages as provided herein. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Village of Zanesfield.

DAMAGES FOR FAILURE TO EXECUTE CONTRACT: Any bidder whose proposal is accepted will be required to appear in person in the office of the Logan County Engineer's Office, or if a firm or corporation, a duly authorized representative shall so appear, and to execute the contract within ten (10) days after the notice that the contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT: All bidders must complete and attach this affidavit to each bid proposal. The amount of the bid guarantee, as specified in Sections 153.54 (B), (C), (D) and (E) of the Ohio Revised Code, accompanying the proposal shall be retained by Logan County as liquidated damages for such breach.

TIME FOR BEGINNING AND COMPLETION: Completion date – **September 30, 2016.**

PRICES: The prices are to include the furnishing of all materials, plant, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.

INTERPRETATIONS AND ADDENDA: No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the contract documents. Every request for an interpretation shall be made in writing and addressed to The Logan County Engineer's Designee, Michael Kerns, P.O. Box 427, Bellefontaine, Ohio, 43311.

UNIT PRICE: The unit prices specified in the "Bid Price" column will govern the awarding of the contract. The contractor shall make the extensions in "Total" column, and also add up the totals in the column 'Construction Total'. However, the unit prices specified, together with the approximate quantities shall determine the total amount of the bid. If there is an error made in the extensions by the bidder, the total shall be changed as only the unit price shall govern.

REQUIRED COMPLETION OF THE DMA FORM: The Contractor will supply a completed "Government Business and Funding Contract" Form (Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization-DMA) as mandated by Ohio Revised Code Sections 2909.32, 2909.33, and 2909.34.

ZANESFIELD DRAINAGE PROJECT PHASE 1 BID

To the Commissioners of Logan County, Ohio:

The undersigned, having full knowledge of the site, plans and specifications for the project known as ZANESFIELD DRAINAGE PROJECT PHASE 1, and the conditions of the bid, hereby agrees to furnish to the Commissioners of Logan County all services, labor, materials and equipment necessary to complete said project, according to the plans and specifications, and to accept the unit prices specified below as full compensation for the work.

Bid Date: June 30, 2016

Completion Date: September 30, 2016

ITEM	QUAN	UNIT	DESCRIPTION	BID PRICE	TOTAL
			VILLAGE OF ZANESFIELD		
			ZANESFIELD DRAINAGE PROJECT PHASE 1		
201	1	LUMP	Clearing and Grubbing		
202	1	LUMP	Removal of structure		
202	505	FT	Decommissioning of existing pipe		
203	3512	CY	Excavation		
203	1800	CY	Embankment		
304	20	CY	Aggregate Fill		
624	1	LUMP	Mobilization		
659	5100	SY	Hydroseeding		
670	120	FT	Filter Fabric Ditch Check		
SPEC	80	LF	36" 12 ga ALT2 Ultra Flo		
SPEC	25	LF	24" pipe (tie ex. tile into pr. ditch)		
CONSTRUCTION TOTAL:					

Michael Kerns
Assistant Engineer
Logan County Engineer's Office

BIDDER

SIGNATURE

ADDRESS

CITY STATE ZIP

CONTACT (please print)

PHONE EMAIL

**OHIO REVISED CODE
SECTION 3517.13**

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than ten thousand dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13 (I)(1) and (J)(1) are in compliance with the aforementioned provisions. The bidder is required to complete the affidavit provided. Failure to submit the required form with the proposal/bid package could deem the bidder's response to be non-responsive and disqualified from receiving further consideration.

- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty percent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
5. I further certify compliance with division (J)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the above-named Corporation/Business Trust has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Village of Zanesfield, Ohio.
 6. I further certify that, in accordance with division (J) (4) (b) of Section 3517.13 of the Ohio Revised Code, if the above-named Corporation/Business Trust is awarded a contract by the Village of Zanesfield, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Corporation/Business trust shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Village of Zanesfield, Ohio.
 7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above named Corporation/Business trust to the penalties set forth in section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature

Title

Sworn to and subscribed by _____ in my presence

this _____ day of _____, ____.

Notary Public

- (e) Each executor of the estate;
 - (f) Each trustee of the trust;
 - (g) Each spouse of any person identified in (a) through (f) of this section;
 - (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
 - (j) Any combination of persons identified in (a) through (i) of this section.
5. I further certify compliance with division (I)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the above-named Entity has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Village of Zanesfield of Logan County, Ohio.
 6. I further certify that, in accordance with division (I)(4)(b) of Section 3517.13 of the Ohio Revised Code, if the above-named Entity is awarded a contract by the Village of Zanesfield of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Entity shall, beginning on the date the contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Village of Zanesfield of Logan County, Ohio.
 7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named Entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature

Title

Sworn to and subscribed by _____ in my presence this
_____ day of _____, _____.

Notary Public

**COMPETITIVE BIDDER'S
PERSONAL PROPERTY TAX AFFIDAVIT
LOGAN COUNTY, OHIO (R.C. 5719.042)**

STATE OF OHIO:

: ss:

LOGAN COUNTY :

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Logan County, Ohio, and that: (Check appropriate lines)

_____ He is a sole proprietorship doing business under his own name.

_____ He is a sole proprietorship doing business under the name of _____

_____ He is a general partner of the partnership known as _____

_____ He is a duly authorized officer of the corporation named _____

The business address of the bidder is _____

_____ ; Telephone _____

The undersigned further says that the bidder at the time of submitting his or its bid:

_____ Was not charged with any delinquent personal taxes in Logan County, Ohio.

_____ Was charged with delinquent personal property taxes as follows:

YEAR	AMOUNT	PENALTY	INTEREST
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____

Signed: _____

Title: _____

STATE OF OHIO:

: ss:
LOGAN COUNTY :

Before me, a notary, in and for said county, personally appeared

_____ (sole proprietor doing business under his own name)

(sole proprietor doing business under the name of _____)

(general partner of the Partnership known as _____)

(duly authorized officer of the Corporation name _____),

who acknowledged that he is authorized in the premises and that his signing of this instrument is the free act and deed of himself or the organization which he represents.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at

_____, Ohio, this _____ day of _____, 2_____.

Notary Public

Village of Zanesfield/Logan County:

_____ No delinquent taxes - file

_____ Delinquent taxes - sent to County Engineer

Clerk

WRITTEN CONTRACT

On acceptance of the proposal for said work _____ do hereby bind myself or ourselves this _____ day of _____, 2016, to enter into a written contract with the Village of Zanesfield within ten (10) days from date of notice of award.

IF AN INDIVIDUAL, SIGN BELOW

Name _____ Address _____

Telephone _____

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

Name _____ Address _____

Sole Owner _____ Telephone _____

IF A PARTNERSHIP, SIGN BELOW:

Name _____ Address _____

By _____ Telephone _____

Partner _____ Address _____

Partner _____ Address _____

Partner _____ Address _____

IF A CORPORATION, SIGN BELOW:

Incorporated under the laws of the State of _____

Name of Corporation _____

Address _____

Telephone _____

By _____

Title of Officer Signing

GENERAL CONDITIONS

1. _____ The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the completion of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to such standards.

The State of Ohio Department of Transportation Construction and Material Specifications as revised January 1, 2013, shall govern all items on this project except as modified in the **SUPPLEMENTAL GENERAL CONDITIONS, GENERAL NOTES** or in the **PLANS**.

2. _____ The following Definitions and Terms refer to the State of Ohio Department of Transportation Construction and Materials Specifications.
- a) The State: Whenever the term "The State" appears in the specifications it shall be changed to mean Logan County, acting through its authorized representatives.
 - b) Department: Whenever the term "The Department" appears on the specifications it shall be changed to mean the office of the Logan County Engineer/Village of Zanesfield.
 - c) Director: Whenever the term "The Director" appears in the specifications it shall be changed to mean the Logan County Engineer.
 - d) The Engineer: Whenever the word "Engineer" appears in the Contract Documents or specifications it shall mean the Logan County Engineer or his duly authorized representative.
 - e) The Laboratory: Whenever the word "Laboratory" appears in the Contract Documents or Specifications it shall mean an independent testing consultant in the employ of the County to provide testing for this project.

3. _____ The Engineer shall furnish to the Contractor free of charge, all copies of drawings and specifications necessary for the execution of the work.

4. _____ The Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation, and other facilities necessary for the execution, and completion of the work. All materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence of the quality and kind of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ to work any unfit person or anyone not skilled in the work assigned to him.

5. _____ The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringements of any patent rights and shall save the County/Village harmless from loss on account thereof.

6. _____ Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor.
The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer, and any necessary change shall be adjusted as provided in the Contract for Changes in the work.

7. _____ The Contractor shall continuously maintain adequate protection on all work from damage. He shall make good such damage, injury, or loss, except as may be due to errors in the Contract Documents. He shall adequately protect adjacent property. He shall provide and maintain all passage ways, barricades, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instructions or authorization from the Engineer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed and authorized.

8. _____ The Engineer shall at all times have access to the work. If the specifications, the Engineer's instructions, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

9. _____ The Contractor shall at all times keep a satisfactory superintendent on the work, who shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

10. _____ The County, without invalidating the Contract, subject to Section 5555.69 O.R.C., may order work or make changes by altering, adding to or deducting from the work, the Contract Amount being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Except in emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer and no claim for an addition to the Contract Amount shall be valid unless so ordered.

The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum or by unit prices named in the contract or subsequently agreed upon.

If the Engineer deems it expedient to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made therefrom.

11. _____ If the Contractor should be adjudged a bankrupt, or be in any manner financially insolvent, or if

he should refuse or fail to supply properly skilled workmen or proper materials or otherwise be guilty of a substantial violation of the terms of this Contract then the County, upon written certification by the Engineer that sufficient cause exists to justify such action may without prejudice to any other remedy and after giving the Contractor seven (7) days notice, terminate the employment of the Contractor and take possession of all tools, appliances, and materials thereon, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is finished.

If the unpaid balance in the Contract Price shall exceed the expense of finishing the work including compensation for additional managerial services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

12. _____ If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the County, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
13. _____ If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate within fourteen (14) days after it is due, or if the County should fail to pay the Contractor within fourteen (14) days of its maturity and presentation, any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice, terminate the Contract and recover from the County payment for all work executed and any loss sustained upon any materials and reasonable profit.
14. _____ The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:
 - (A) Defective work not remedied.
 - (B) Claims filed or evidence indicating probable filing.
 - (C) Failure of the Contractor to pay bills.
 - (D) Doubt that the Contract can be completed for the balance then unpaid.

When above grounds are removed payment shall be made for amounts withheld on account of them.

15. _____ The Contractor shall indemnify and save harmless the County/Village from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the County/Village, by reason or any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

16. _____ The Contractor shall maintain workers' compensation coverage as required by Ohio law.
17. _____ The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County.
18. _____ The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense.
19. _____ The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have the authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any part of the work, to order the force increased or diminished, and to decide questions which arise in the execution of the work.
20. _____ The Contractor shall, as directed by the Engineer, remove from public and private property, at his expense, all temporary structures, rubbish and waste materials resulting from his operations.
21. _____ The Contractor will be expected to pay the State prevailing minimum wage to all labor employed on this project as ascertained and determined for Logan County, Ohio. A copy of the said prevailing minimum wage is attached.
22. _____ For each calendar day that any work shall remain uncompleted after the contract completion date, the liquidated damages, as described in 108 of the State of Ohio, Department of Highway's Materials and Specifications, dated January 1, 2013 may be imposed.
23. _____ The Contractor will comply with Sections 153.59 and 153.60 O.R.C., Discrimination and Intimidation on Account of Race, Creed, or Color, and Forfeiture, when performing the work on this project.
24. _____ Logan County and the Logan County Engineer will not waive subrogation rights.
25. _____ The contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. The county, its elected officials and employees, shall be named as additional insured's with respect to all activities under this agreement.
26. _____ The contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each incident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
27. _____ Prior to the commencement of any work under this agreement, the contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. The Contractor will replace certificates for any insurance expiring prior to completion of work under this agreement.

SUPPLEMENTAL GENERAL CONDITIONS

ENUMERATION OF PLANS, SPECIFICATIONS, STANDARD DRAWINGS AND ADDENDA

Following are the Plans, Specifications, Standard Drawings and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

Plan Drawings

Plan Package _____ Attached

The above plans were prepared by the Logan County Engineers Office.

Specifications

O.D.O.T. Construction and Materials Specifications, dated January 1, 2013.

BID PACKET RECIPIENTS

**Ohio Public Works Commission
Zanesfield Drainage Project - Phase 1
OPWC Project No. CM15R**

Reichert Excavating Inc
11418 OH 274
Lewistown, OH 43333
937-843-6527
reichertx@live.com

Levan's Excavating, Inc
4198 State Route 68 South
West Liberty, OH 43357
937-599-2535
elevan@levansexcavating.com

McGraw Hill-Dodge Reports
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Ohio Construction News
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Cleveland, OH 44130
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800-229-4626 (fax)
annie@cncnewsonline.com

Dayton Builders Exchange
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Dayton, OH 45414
866-907-6300
937-278-3843 (fax)
info@bxohio.com

I Sq. Ft. Construction
Attn: Ohio Team
Ohio@isqft.com