

# **SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR**

**Replacement of Concrete Ramp Fire Station 131  
Repair of Concrete at Fire Station 134**

**Owner:**

**Mifflin Township, Franklin County, Ohio  
475 Rocky Fork Blvd. Gahanna, Ohio  
422 McCutcheon Road Gahanna, Ohio**

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## **NOTICE TO CONTRACTORS**

Sealed proposals for “replacement and repair of concrete” will be received by the Board of Mifflin Township Trustees, c/o Assistant Chief Brian Dunlevy 400 West Johnstown Rd. Suite 200, until August 25, 2022 at 4:00 P.M.

On September 6th, 2022, at 10:00 AM., bids will be opened at 155 Olde Ridenour Rd, Gahanna, Ohio, 43230, during the regularly scheduled meeting of the Mifflin Township Board of Trustees.

Bid Packages and contract documents may be secured by contacting Assistant Chief Brian Dunlevy at (614) 471-0542.

Bidders that submit a bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders that are not on the Plan Holders List may be returned as being “non-responsive.”

Each Bidder is required to furnish with its Bid Proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code.

The Mifflin Township Board of Trustees reserves the right to reject any and all bids.

To be advertised:

**Mifflin Township Web Site**

**Public Construction Bidding Site(s) as Determined**

## INSTRUCTIONS TO BIDDERS

### 1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Bidders are cautioned to review carefully the Site and all parts of the Contract Documents made available to each bidder, including, but not limited to, the Notice to Bidders, Instructions to Bidders, Bid Form, Special Conditions for the Project (if any), Drawings, and Specifications.
- B. No allowance will be made subsequently for any omission, error, or negligence of the Bidder.
- C. All Bidders shall be familiar with the existing conditions in the material and labor markets, as well as the conditions related to the Work, and the fact that a Bid is submitted will be construed by the Owner as an agreement by the Bidder to carry out the improvements in full conformance with the Specifications and other Contract Documents, notwithstanding the existing conditions.
- D. Each Bidder shall be responsible for coordinating its Work with the Work of other bid packages that require integration of the Bidder's Work.
- E. Attention of the Bidder is particularly called to the following:
  - 1) Insurance Requirements
  - 2) Prevailing Wage Standards (**if applicable**)
  - 3) Requirement for a bid guaranty or bid bond and performance bond for 100% of the contract price in the manner and form prescribed by R.C. 153.54 et. seq.
  - 4) Requirement that all subcontractors be approved by the Owner
  - 5) Time for completion and liquidated damages requirements
  - 6) Safety standards
  - 7) Contractor's responsibility to obtain permits
- F. At the time of the opening of the bids each bidder will be presumed to have inspected the site and to have read and 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 to his/her bid.

### 2. OWNER

- A. The Owner is: **Mifflin Township**

Project Administrator: Asst. Fire Chief Brian Dunlevy (614-471-0542)  
[dunlevyb@mifflin-oh.gov](mailto:dunlevyb@mifflin-oh.gov)

Project Manager: Fire Captain Thomas Lee (740-739-0060)  
[leet@mifflin-oh.gov](mailto:leet@mifflin-oh.gov)

### 3. PROJECT

The Project consists of all labor, materials, and services necessary for the timely and proper construction to replace and repair concrete, to be located at 475 Rocky Fork Blvd and 422 McCutcheon Rd, Gahanna, Ohio 43230, all in accordance with the Contract Documents.

### 4. WORK

Plans and specification shall be provided by Mifflin Township

5. CONTRACT DOCUMENTS

Complete sets of bidding documents may be secured by contacting Assistant Chief Brian Dunlevy at (614) 471-0542.

Bidders may obtain bidding documents upon payment of \$ \_\_\_\_\_N/A\_\_\_\_\_ per set (non-refundable) in the form of cash or a commercial bank check payable to \_\_\_\_\_N/A\_\_\_\_\_. Bid documents may also be obtained by mail upon receipt of \$\_\_\_\_N/A\_\_\_\_\_ plus \$\_\_\_\_N/A\_\_\_\_\_ shipping fees at the above office.

Bidders shall use complete sets of Contract Documents in preparing bids. The Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

The Owner, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

6. PRE-BID MEETING

A pre-bid meeting will be held at 475 Rocky Fork Blvd., Gahanna on August 15th, 2022 at 09:00 A.M.

**ATTENDANCE AT THE PRE-BID MEETING IS REQUESTED.**

7. PREPARATION OF BIDS

- A. All Bids must be submitted on the "Bid Form" furnished with the Contract Documents.
- B. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the Bid to be rejected. If both numbers and words are requested for any Bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.
- C. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed.
- D. Each Bidder shall submit one (1) original copy of its Bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its Bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract. 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 term "doing business as" or "owner." The bidder shall further state the name or address of each person or corporation interested therein.
- E. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows:

The Mifflin Township Board of Trustees

C/O Assistant Chief Brian Dunlevy

400 West Johnstown Rd. Suite 200, Gahanna, OH, 43230

**Bids must be received at the designated location for the bid opening by 4:00 P.M. local time on September 2<sup>nd</sup>, 2022.**

**F. The completed Bid Form shall be accompanied by the following documents:**

- 1) **The Bid Guaranty (see Section 8 below)**
- 2) **Non-Collusion Affidavit**
- 3) **Specification and Contract Documents Packet**

**G. The Bidder shall take the following precautions in preparing its bid:**

- 1) Sign the Bid and check to insure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Item F above) have been included in a sealed opaque envelope addressed as described in Item E above.
- 2) When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction.
- 3) When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Bid Documents.
- 4) When applicable, make sure that the Bid Guaranty is properly executed and signed by:
  - a) The Bidder
  - b) The Surety or Sureties
- 5) Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Section 8 below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Performance and Payment Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. Failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.

**8. BONDS AND GUARANTEES**

- A. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Bid Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. **NOTE: AIA Bid Bond forms are not acceptable.**
- B. Contract Performance and Payment Bond: The successful Bidder who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to

10% of the bid, shall furnish a Contract Performance and Payment Bond in the form Contract Performance and Payment Bond included in the Bid Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA Bond forms are not acceptable.**

- C. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" or better. Other sureties may be acceptable to the Owner, in its sole discretion.
- D. All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.
- E. Bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.
- F. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- G. The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.
- H. Any check or bid bond will be returned to all except the three lowest bidders within three (3) days after the opening of 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.

#### 9. BIDDER'S EXAMINATION AND REPRESENTATION

- A. Before submitting a Bid, each Bidder should carefully examine the Contract Documents and the construction Site and inform itself of the limitations and conditions related to the Work covered by the Bid and shall include in its Bid a sum to cover the cost of such items. Bidders awarded contracts will not be given extra payments for conditions that could have been determined by examining the Site and Contract Documents.
- B. It is the purpose and intent of the Contract Documents that a complete job be accomplished. It shall be each Bidder's responsibility to include costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals, whether or not specifically called for in the Specifications and Drawings.

#### 10. CLARIFICATION OF BIDDERS' QUESTIONS, AND REQUESTS FOR INTERPRETATION

- A. All questions and any request for an interpretation related to this Project shall be in writing addressed to Assistant Chief Brian Dunlevy, 400 West Johnstown Rd. Suite 200. Gahanna, Ohio 43230 and to be given consideration must be received by 4:00 p.m. August 29, 2022.
- B. No responses to questions or official interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally.
- C. 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 made by certified mail with return receipt requested/or email 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. All addenda so issued shall become part of the contract documents.
- D. 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.

- E. Each Bidder is responsible for calling to the attention of the Owner any ambiguities, inconsistencies, errors, or omissions which occur in the Contract Documents for its part of the Work. If the Bidder fails to request clarification or interpretation, the Bidder will be expected to overcome such conditions without additions to the bid amount.
- F. Bidders are instructed to request interpretations and the issuance of addenda if the Contract Documents call for materials, equipment, or methods that adversely affect the cost or quality of the Project or are unavailable.

## 11. METHOD OF AWARD

- A. All Bids shall remain open for acceptance for sixty (60) days following the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a Bid is withdrawn during the period the bids are being held.
- B. The Owner reserves the right to reject any, part of any, or all Bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all Bids, or to reject any incomplete or irregular Bid. The Owner will award a single contract for each of the Bid Packages listed above or one or more combined contracts for combinations of the Bid Packages. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the Bid.
- C. Determination of Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will Award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. As a fundamental aspect of determining the lowest and best bidder, the Owner, in its sole discretion, will determine whether a bid or bidder is responsible. In evaluating Bids, the Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices, if requested, in the Bid Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed distributors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any Bidder that does not pass any such evaluation to the Owner's satisfaction. The factors to be considered by the Owner in making its determination as to whether a Bidder is the lowest and best bidder include the following as the Owner, in its discretion, deems appropriate; the Owner may give such weight to each factor as it deems appropriate:
  - 1) The Bidder's Work History. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents. If the Bidder's management operates or has operated another similar company, the Owner may consider the work history of that company in determining responsibility of the Bidder.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked, and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candidate evaluation and such action is not successful, the

Bidder will reimburse such owners, design professionals and construction managers, and the employees of each of them, for all legal fees and expenses incurred by them related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals, and construction managers, and the employees of each of them.

- 2) The Bidder's financial ability to complete the Contract successfully and on time, without resort to its Surety.
  - 3) The Bidder's prior experience with similar work on comparable or more complex projects.
  - 4) The Bidder's equipment and facilities.
  - 5) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
  - 6) The Bidder's compliance with federal, state, and local laws, and regulations, including but not limited to the Occupational Safety and Health Act.
  - 7) The ability of the Subcontractors the Bidder intends to use on the Project to meet all criteria in this Section.
  - 8) The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings for recovery as defined in Ohio Revised Code Section 9.24.
  - 9) Depending upon the type of the Work, other essential factors, as the Owner may determine.
- D. The apparent low bidder will provide the Owner with such additional information as the Owner may request regarding the Bidder's responsibility. Additionally, upon request from the Owner, any other Bidder will provide the Owner with such additional information as the Owner may request regarding the Bidder's responsibility. A Bidder will submit any requested information within three (3) business days of the date of the request.
- E. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.
- F. By submitting its Bid, the Bidder agrees that the Owner's determination of the lowest and best bid shall be final and conclusive, and that if the Bidder or any person challenges such determination in any legal proceeding and such challenge is not successful, the Bidder will reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the cost of collection.
- G. Within three (3) business days of the Owner's receipt of the Bids or such longer time as may be permitted in writing by the Owner, the apparent low bidder will submit the following information:
- 1) A list of all proposed Subcontractors, suppliers, and manufacturers, including the contract amount for each proposed Subcontractor, supplier, and manufacturer that will provide either labor, material or a combination of labor and material for the project; and,
  - 2) Experience and qualification statements for all proposed Subcontractors, suppliers, and manufacturers that will provide either labor, material or a combination of labor and material for the project.

After approval by the Owner of the list of proposed Subcontractors, suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner.

- H. Affidavit as to Property Taxes. The successful Bidder will be required to submit, prior to the time of the entry into the Contract for the Work, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes.

- I. No Bidder may withdraw its Bid within forty-five (45) days after the date the Bids are opened.
- J. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

#### 12. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

No substitutions will be considered or accepted prior to receipt of the Bids.

#### 13. UNIT PRICES

Where unit prices are requested in the Bid Form for a Prime Contract on which the Bidder submits a Bid, the Bidder shall quote a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices shall include all labor, materials and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the Bid shall be the basis for any Change Orders, unless the Owner determines that the use of such unit prices will cause substantial inequity.

#### 14. ADDENDA

- A. The Owner reserves the right to issue Addenda changing, altering, or supplementing Contract Documents prior to the time set for receiving bids. The Owner will issue the Addenda to clarify Bidders' questions, to change, alter, or supplement the Contract Documents.
- B. Any explanation, interpretation, correction or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding. Explanations or interpretations made by any other means shall **NOT** be legally binding. All Addenda shall become a part of the Contract Documents.
- C. Bidders must submit questions to the Owner in sufficient time in advance of the Bid opening to allow the Owner to respond. All Addenda will be issued, except as hereinafter provided, and mailed or otherwise issued to persons who have obtained Contract Documents for the Project, at least **seventy-two (72)** hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and legal holidays. If any Addendum is issued within such **seventy-two (72)** hour period, then the time for opening of Bids shall be extended one (1) week with no further advertising of bids required.
- D. Copies of each Addendum will be sent only to the Contractors to whom Contract Documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their Bid. Bidders should contact the Owner prior to the Bid opening to verify the number of Addenda issued.
- E. If a Bidder fails to indicate receipt of all Addenda issued by the Owner on its Bid Form, the Bid of such Bidder will be deemed to be responsive only if:
  - 1) The Bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or,
  - 2) The Addendum involves only a matter of form or is one that has either no effect or merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

## 15. INTERPRETATION

- A. If a Contractor contemplating submitting a Bid for the proposed project is in doubt as to the true meaning of any part of the Specifications or Contract Documents, it may submit a written request for an interpretation thereof to the Owner in accordance with Section 10 of these Instructions to Bidders. Any interpretation of the Contract Documents will be made by Addendum only, duly signed, and a copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
- B. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
- C. Bidders are responsible for notifying the Owner in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Bidder prior to the bid opening.

## 16. TAX STATUS

The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed sales tax exemption certificate, executed by the successful Bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

## 17. DATE FOR COMPLETION/LIQUIDATED DAMAGES

- A. Milestone Completion. To the extent the Contract Documents include Milestone Completion Dates, each successful Bidder shall have its required Work completed by the respective Milestone Completion Date(s) (if any) set forth in the Contract Documents.

If the successful Bidder does not have its Work on the Project completed by the Milestone Completion Date(s) (if any) for its portion of the Work as established in the Contract Documents, the Owner shall be entitled to retain or recover from the successful Bidder, as Liquidated Damages, and not as a penalty in compliance with Ohio Revised Code Section 153.19, the amounts set forth in the Contract Documents for each and every calendar day beyond the Milestone Completion Date(s) as extended in accordance with the Contract Documents. The Owner's right to recover Liquidated Damages shall not substitute for any right of recovery for additional costs incurred should the successful Bidder fail to complete the Contract according to the Contract Documents. Liquidated Damages are necessary in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation

- B. Substantial Completion. Each successful Bidder shall have its work substantially completed by the respective Date for Substantial Completion set forth in the Contract Documents. The Project

Time Schedule will be finalized after award of the contracts for the Work, as described in the Contract Documents, and is subject to review and acceptance by the Owner.

If the successful Bidder does not have its Work on the Project completed by the Date for Substantial Completion for its portion of the Work as established in the Contract Documents, the Owner shall be entitled to retain or recover from the successful Bidder, as Liquidated Damages, and not as a penalty in compliance with Ohio Revised Code Section 153.19, the amounts set forth in the Contract Documents for each and every calendar day beyond the date of Substantial Completion as extended in accordance with the Contract Documents. The Owner's right to recover Liquidated Damages shall not substitute for any right of recovery for additional costs incurred should the successful Bidder fail to complete the Contract according to the Contract Documents. Liquidated Damages are necessary in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation.

- C. Final Completion. Each successful Bidder shall have its work fully completed by the Dates for Final Completion set forth in the Contract Documents. By submitting a Bid for the Work, the Bidder agrees that the periods for performing the Work are reasonable, and that the Bidder's Work can be fully completed by the date for Final Completion.

If the successful Bidder does not have its Work on the Project completed by the Date for Final Completion for its portion of the Work as established in the Contract Documents, the Owner shall be entitled to retain or recover from the successful Bidder, as Liquidated Damages, and not as a penalty in compliance with Ohio Revised Code Section 153.19, the amounts set forth in the Contract Documents for each and every calendar day beyond the date of Final Completion as extended in accordance with the Contract Documents. The Owner's right to recover Liquidated Damages shall not substitute for any right of recovery for additional costs incurred should the successful Bidder fail to complete the Contract according to the Contract Documents. Liquidated Damages are necessary in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation.

- D. The Bidder acknowledges by submitting its Bid and entering into a contract with the Owner that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages that the Owner would incur if the work were not completed by the foregoing dates. These Liquidated Damages are damages for loss of use of the Project, and the successful Bidder in addition to the Liquidated Damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents.

#### 18. PREVAILING WAGE

The Bidder to whom the Contract is awarded shall be required to pay, as a minimum, the prevailing wage rates promulgated by the State, if applicable.

#### 19. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

- A. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the Bid in any material respect or otherwise give the Bidder a competitive advantage.
- B. By submitting its Bid, the Bidder agrees that (i) the Owner's determination of whether a defect or irregularity affects the amount of the Bid in any material respect or otherwise gives the Bidder a

competitive advantage will be final and conclusive; and, (ii) the Bidder will pay the Owner's attorneys and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the Bidder and/or any of its affiliates, which is unsuccessful.

## 20. EXECUTION OF THE CONTRACT

Within seven (7) calendar days of the Award of the Contract, or such other time designated by the Owner, the successful Bidder shall execute and deliver to the Owner the required number of the following documents:

- A. **Proposed Agreement Document (to be provided by Contractor);**
- B. Contract Performance and Payment Bond, if the Bidder did not submit a Bid Guaranty and Contract Performance and Payment Bond with its bid;
- C. Insurance Certificates;
- D. Contractor's Personal Property Tax Affidavit (R.C. 5719.042);
- E. Contractor's Finding for Recovery Affidavit (R.C. 9.24); and
- F. Contractor's Non-Discrimination Affidavit (R.C. 153.59)

The failure of the successful bidder to execute and deliver the required documents shall constitute a default that entitles the Owner to the Bidder's bid guaranty, as provided in the Ohio Revised Code.

## 21. MODIFICATION/WITHDRAWAL OF BIDS

- A. Modification. A Bidder may modify its Bid by written communication to the Owner addressed to the Owner, attention of Assistant Chief Brian Dunlevy, at the Owner's address at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received prior to the Bid deadline. The written communication shall 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 until the sealed Bid is opened. If the Bidder's written instructions with the change in Bid reveal the Bid amount in any way prior to the Bid opening, the Bid may be rejected as non-responsive.
- B. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its Bid at any time for any reason prior to the Bid deadline established in the Notice to Bidders. The request to withdraw shall be made in writing and submitted to the Owner, attention of Assistant Chief Brian Dunlevy, at the Owner's address. The request for withdrawal must be received prior to the time of the Bid opening.
- C. Withdrawal After Bid Deadline.
  - 1) All Bids shall remain valid and open for acceptance for a period of at least forty-five (45) days after the Bid opening; provided, however, that a Bidder may request withdrawal of its Bid from consideration after the Bid deadline when all of the following apply:
    - a) the price of the Bid was substantially lower than the other Bids;
    - b) the reason for the Bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
    - c) the Bid was submitted in good faith;

- d) the Bidder provides written notice to the Owner, to the attention of Assistant Chief Brian Dunlevy, within two (2) business days after the Bid opening for which the right to withdraw is claimed.
- 2) No Bid may be withdrawn under this provision if the result would be the awarding of the contract on another Bid for the Bid Package from which the Bidder is withdrawing its Bid to the same Bidder.
- 3) No Bidder who is permitted to withdraw a bid shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted, without the approval of the Owner. The person to whom the contract was awarded and the withdrawing Bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval.
- 4) If a Bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best Bidder or the Owner may reject all Bids and advertise for other Bids. In the event the Owner advertises for other Bids, the withdrawing Bidder shall pay the costs incurred in connection with the re-bidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

**END OF SECTION**

**BID FORM**

1.01 BID SUBMITTED BY:

\_\_\_\_\_  
(Contractor)

DATED: \_\_\_\_\_, 20\_\_

1.02 DELIVER TO:

The Mifflin Township Board of Trustees

C/O Assistant Chief Brian Dunlevy

400 West Johnstown Rd. Suite 200. Gahanna, Ohio 43230

1.03 Having reviewed the Contract Documents for the Project entitled:

\_\_\_\_\_  
for Mifflin Township, Franklin County, Ohio, and having also received, read and taken into account the following Addenda:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;

and, likewise having inspected the Site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Contract Documents for all work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Contract Documents, including but not limited to the Notice to Bidders, Instructions to Bidders, Bid Form, Form of Bid Guaranty and Contract Performance and Payment Bond, Special Conditions (if any), and Project Specifications. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the Bid.

1.05 BONDS AND CONTRACT:

If the undersigned is notified of Bid acceptance, it agrees to furnish required bonds as indicated in Instructions to Bidders.

1.06 COMPLETION OF WORK:

In submitting a Bid, the undersigned agrees to complete its work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the "Brands" specified (if any).

2.01 BID:

All labor and material for the contracts listed below. Bidder is to fill in all blanks related to the Bid Package for which a Bid is being submitted. If no Bid is submitted for an item, then insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base bid amount.

**INSERT BID FORMS**

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3.01 INSTRUCTIONS FOR SIGNING:

- A. The person signing for a sole proprietorship must be the sole proprietor or his/her authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his/her authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he/she must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his/her authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS:

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the Bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
3. The Bidder has visited the Project Site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
4. The Bidder, and each person signing on behalf of the Bidder, certifies, and in the case of a Bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and, (d) the statements made in the Bidder's Affidavits included in the Contract Documents are true and correct, to the best of the Bidder's knowledge and information.
5. The Bidder will execute an Owner-Contractor Agreement, and if the Bidder does not execute an Owner-Contractor Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner as provided in the Instructions to Bidders.
6. The Bidder certifies that upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. The Bidder agrees to furnish any information requested by the Owner or the Owner's authorized representative to evaluate that the Bidder is responsible and that the Bid is responsive to the specifications.

- 8. The Bidder agrees to furnish the submittals required by the Instructions to Bidders for execution of an Owner-Contractor Agreement within seven (7) calendar days of the date of the Notice of Award.
- 9. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

NOTE: The Bidder should review the Contract Documents and the Site and conditions under which the Work will be performed so that he/she can give the acknowledgments contained above.

LEGAL NAME OF BIDDER: \_\_\_\_\_

BIDDER IS: \_\_\_\_\_

(sole proprietor, partnership, corporation or other legal entity)

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
	SIGNATURE: _____
	ADDRESS: _____ _____
	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____
	DATE SIGNED _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name	Address
Name	Address

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Name

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Name

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Address

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Address

**END OF SECTION**

**BID GUARANTY AND  
CONTRACT PERFORMANCE AND PAYMENT BOND**  
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") as principal and  
\_\_\_\_\_ as sureties are hereby held and firmly  
bound unto Mifflin Township, as obligee in the penal sum of the dollar amount of the bid submitted by the  
principal to the obligee on \_\_\_\_\_, 20\_\_\_\_, to undertake the Concrete replacement and repair. The  
penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any  
additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are  
accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_). (If the  
foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add  
Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid  
including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum  
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors, and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has  
submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper  
contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the  
principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the  
amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next  
lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to  
the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to  
exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in  
connection with the resubmission, of printing new contract documents, required advertising, and printing and  
mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to  
remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days  
after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details,  
specifications, and bills of material, which said contract is made a part of this bond the same as though set forth  
herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal  
to be done and performed according to the terms of said contract; and shall pay all lawful claims of  
subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward,  
performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit  
of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be  
void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all  
damage suffered by failure of the principal to perform the contract according to its provisions and in accordance

with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, material man, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The said surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Ohio Revised Code.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(PRINCIPAL) (Seal)

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
(SURETY) (Seal)

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
NAME OF SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

\_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of Ohio )  
 ) SS  
County of \_\_\_\_\_)

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

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.) (Contractor)

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, association, 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 anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone 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/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data 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, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

*Sworn to before me and subscribed in my presence this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.*

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

*My commission expires:* \_\_\_\_\_

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