

INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

1.1 OWNER: City of Northwood
6000 Wales Road
Northwood, Ohio 43619

Note! OWNER is tax exempt

1.2 DESCRIPTION: Brentwood Park Storm Pump Station

1.3 COMPLETION TIME: Delivery substantially complete: November 15, 2010 and totally complete December 1, 2010

1.4 ENGINEER'S OPINION OF PROBABLE COST:

General Work: \$30,000.00 to \$35,000.00

1.5 BIDS WILL ONLY BE ACCEPTED FROM THOSE BIDDERS LISTED ON THE ENGINEER'S OFFICIAL LIST OF PLANHOLDERS.

1.6 THE ENGINEER IS:

FELLER, FINCH & ASSOCIATES, INC.
1683 Woodlands Drive
P.O. Box 68
Maumee, OH 43537

Project Contact Person: David R. Kuhn, P.E.
Feller, Finch & Associates, Inc.
Phone: 419-893-3680
Fax: 419-893-2982
Dkuhn@fellerfinch.com

1.7 The work to be performed includes the following:

GENERAL WORK

The Contractor performing the GENERAL WORK shall plan, schedule, and coordinate his operations in a manner, approved by the Engineer, that will facilitate the progress of project work.

1.7.1. GENERAL WORK includes the furnishing of all material, equipment, labor, coordination, and supervision necessary to construct complete the Brentwood Park Storm Pump Station appurtenant work as indicated by the project Drawings and Specifications. Work to be provided under **GENERAL WORK** shall include but is not necessarily limited to the following:

Specification DIVISIONS 1 through 2, and applicable Drawings and portions of Drawings.

2. SPECIFICATIONS, & RELATED DOCUMENTS

- 2.1 **Viewing and Purchasing Documents:** Copies of the Contract Documents may be examined at the City of Northwood, 6000 Wales Road, Northwood, Ohio 43619, (419)-693-9329 and at the offices of the Engineer. The Contract Documents including Specifications, bidding forms, and related contract documents may be obtained at the Maumee office of the Engineer upon payment of Thirty-five (35.00) Dollars REFUNDABLE. Checks shall be made payable to the City of Northwood. The Contract Documents will be shipped as soon as possible after your receipt of a request and proper payment for such documents.
- 2.2 **Pre-Bid Meeting:** There will be no pre-bid meeting.
- 2.3 **Questions During the Bidding Period: All questions regarding the meaning or intent of the Contract Documents shall be directed to the Engineer's Contact Person noted above.** Subsequent interpretations and clarifications considered necessary by the Engineer will be issued by Addenda. Questions received less than five (5) days prior to the scheduled date for opening bids may not be answered. Only questions and clarifications made by formal written Addenda will be binding. Oral and other interpretations or clarifications, when given, will be without legal effect. The Contract Work shall be performed in accordance with the Contract Documents as prepared by the Engineer.
- 2.4 **Issuance of Contract Document Sets:** Upon award of the Contract, the Owner will furnish not less than two executed copies of the Drawings, Specifications, and related Contract materials; and if requested, will furnish one set of reproducible project Drawings at no cost to the Contractor. Additional sets of Contract Documents may be purchased from the Engineer for the price set forth above and in the Invitation to Bid.
- 2.5 **Addenda:** Addenda may be issued by the Engineer or Owner to notify that the Contract Documents have been amended. The Bidder is required to acknowledge receipt of Addenda in the Bidding Documents or they may be subject to disqualification. Addenda will be mailed or otherwise delivered to all parties recorded by Engineer as having received the Bidding Documents.
- 2.6 **Other Project Related Information:** N/A
- 2.7 When there are specifications on the Drawings that conflict with Sections of the Specification book, the Drawings specifications shall control. The Contractor shall meet all provisions of the Specification book Sections that are not included on the Drawings.

3. SUBMISSION OF BID PROPOSALS

- 3.1 Sealed Bid Proposals will be received by the Owner at the designated place until the date and time specified in the Invitation to Bid, as may be amended by addenda, at which time they will be publicly opened and read.
- 3.2 All submitted Bid Proposals shall be sealed in individual envelopes, and addressed as follows:
- City of Northwood
6000 Wales Road
Northwood, Ohio 43619
- "Brentwood Park Storm Pump Station"
- 3.3 Each "sealed" envelope containing a Bid Proposal must bear on the outside the Bidder's name, address, and the name of the project for which the Bid Proposal is submitted. If forwarded by mail, the sealed envelope containing the Bid Proposal must be enclosed in another (mailing) envelope addressed to the Owner at the above address.
- 3.4 Any Bid Proposal received after the time and date stated, or from a Bidder not listed on the Engineer's Official List of Planholders, will not be considered.
- 3.5 Bids must be made on the Bid Proposal forms (or photocopies thereof) furnished in the Contract Documents.

- 3.5.1 All prices bid must be entered in figures only on the Bid Schedule form provided. If the bid item embraces labor and material, the Bid Proposal shall separately state the Unit Price for Material and the Unit Price for Labor.
- 3.5.2 Enter each Bid Item's Total Unit Price as the sum of the Unit Prices entered for Material and for Labor, if any, or as a lump sum amount if the item is a Lump Sum Item.
- 3.5.3 Enter each Item's Total Price as the product of its Estimated Quantity and the Item's Total Unit Price. In the event of a conflict, the Estimated Quantities and the Total Unit Price listed on the form shall govern over the Unit Prices for Material and Labor, and the Total Price listed.
- 3.6 Each Bidder must bid on all Items and Alternates, if any, contained on and in accordance with the Bid Schedule form. Any Bid that does not conform to this requirement may be considered informal and may be rejected.
- 3.7 Each Bidder is required to disclose in his Bid, the full names and addresses, and the place of business of all people, other than the named Bidder, that have a legal or ownership interest in the Bid Proposal. If the Bidder is a corporation, only the names of its president and secretary need to be provided. If no other person has an interest, the Bidder shall state that fact.
- 3.8 The prices recorded in the Bid Schedule must be in ink and be complete when submitted.
- 3.8.1 Any corrections to the Bid Proposal made prior to submission must be initialed by the person signing the Bid Proposal.
- 3.8.2 Submit one copy of the Bid Proposal documents.
- 3.9 Bid Proposals submitted by Corporations must be executed in the corporate name by its President, Vice-President, or other Officer accompanied by evidence of authority to sign the proposal. The corporate seal must be affixed and attested to by the Secretary.
- 3.10 Bid Proposals submitted by partnerships must be executed in the partnership name and be signed by a partner, whose title must appear along with the signature.
- 3.11 All names must be typed or printed below the signature.
- 3.12 The Bid Proposal shall contain an acknowledgment the Bidder has received all of the issued Addenda; otherwise the Bid may be disqualified.
- 3.13 The Owner reserves the right to hold the Bid Proposals for a period of sixty (60) days after opening and to award Contracts at any time during that period.
- 3.13.1 No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof.
- 3.13.2 Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.
- 3.13.3 Each Bid Proposal must be accompanied by a bid guarantee instrument payable to the Owner in the form of one of the following:
- 3.13.3.1 A Bond for the full amount of the Bid, including alternatives, with a corporate Surety approved by the Owner. **Use Ohio Bid Guaranty and Contract Bond form included in the bidding documents, for projects located in Ohio.** For projects located in other states, provide a separate Bid Bond with the provisions of the Bid Guarantee portion of the Ohio Bid Guarantee and Contract Bond. If bid is accepted, Bidder will be required to provide Contract/Performance Bond(s) with the Contract Bond provisions of the Ohio Bid Guarantee and Contract Bond for the full amount bid for the complete work, including all selected alternatives assuring required Payments, Maintenance, and Guarantees. Should a Bid be rejected, the Bond will be promptly returned to the Bidder. All bonds provided for this work shall be underwritten by a surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bond". Include the names and addresses of the Bid Bond Agent and the Surety Company.

- 3.13.3.2 A certified check equal to 10 percent of the Bid. If bid is accepted, Bidder will be required to provide Contract/Performance Bond(s) with the Contract Bond provisions of the Ohio Bid Guarantee and Contract Bond for the full amount bid for the complete work, including all selected alternatives assuring required Payments, Maintenance, and Guarantees.
- 3.13.3.3 A cashier's check equal to 10 percent of the Bid. If bid is accepted, Bidder will be required to provide Contract/Performance Bond(s) with the Contract Bond provisions of the Ohio Bid Guarantee and Contract Bond for the full amount bid for the complete work, including all selected alternatives assuring required Payments, Maintenance, and Guarantees.
- 3.13.3.4 An irrevocable letter of credit equal to 10 percent of the Bid. If bid is accepted, Bidder will be required to provide Contract/Performance Bond(s) with the Contract Bond provisions of the Ohio Bid Guarantee and Contract Bond for the full amount bid for the complete work, including all selected alternatives assuring required Payments, Maintenance, and Guarantees.
- 3.14 Within ten (10) days after opening the Bids, the Bids will be compared and the Owner will return the guarantees of all Bidders except for the three lowest Bidders.
- 3.15 When the agreement is executed and delivered, or the period for holding the Bids has expired and no time extension has been mutually agreed upon, the Bid guarantees of the remaining Bidders will be returned.
- 3.16 Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof.
 - 3.16.1 If a Bidder wishes to withdraw his Bid Proposal, he shall state his desire in writing to the Owner BEFORE the time fixed for the opening, and when Bidder's Proposal is reached it will be set aside and returned.
- 3.17 Materials to be incorporated in this work may be purchased by the Contractor free of Ohio State or County Sales Tax.
- 3.18 N/A

4. EXAMINATION OF CONTRACT DOCUMENTS & SITE

- 4.1 In submitting a Bid, Bidder warrants that he has investigated the project site, is acquainted with the materials to be furnished, and the requirements of the Contract Documents. It is mutually agreed that the submission of a Bid shall be considered prima facie evidence that Bidder has made such examination and is satisfied as to all the conditions that will affect the work.
 - 4.1.1 N/A
- 4.2 Before submitting a Bid, each Bidder must (a) examine the Bid Proposal thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
 - 4.2.1 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
 - 4.2.2 The Contract Documents contain the provisions required for the performance of the Project.
- 4.3 Reference is made to the Supplementary Conditions and to paragraph 2.6 above for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work that have been relied upon by the Engineer in preparing the Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness; nor are

they part of the Contract Documents. Before submitting his Bid, each Bidder shall, at his expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.4 Upon request, the Owner will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for the submission of his Bid.
- 4.5 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by BIDDER in performing the work are identified in the Instruction to Bidders, General Conditions, or Drawings.
- 4.6 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 4.7 Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Contract.

5. CONTRACTOR'S QUALIFICATION AND EQUIPMENT

- 5.1 Bidder shall provide evidence of sufficient previous experience on work of a similar nature to assure the Owner of his capability to perform the work.
- 5.2 Bidder shall complete the appropriate parts of the Bid Proposal relating to work experience, if applicable.
- 5.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that no such suits or liens exist.
- 5.4 Bidder shall provide information on all incomplete contracts including the Owner's name, Contract Amount, and Status.

6. ESTIMATED QUANTITIES

- 6.1 The unit price quantities listed in the Bid Schedule, if any, are approximate and are to be used for comparing Bids and in no way binds the Owner to using the quantities, or any part thereof, in the execution of the work.
- 6.2 Except for lump sum items, payments will be made to the Contractor for the actual quantities of work performed or materials furnished in accordance with the Contract Documents, and it is understood that the scheduled quantities of work to be completed and materials to be furnished may be increased or decreased without invalidating the unit prices bid.
- 6.3 The Owner reserves the right to increase or decrease the quantities or omit altogether any items that in the judgment of the Owner may be deemed advisable after the award of the Contract.
- 6.4 The successful Bidder will be required to furnish the Owner a complete breakdown of the lump sum Items, if any, to the satisfaction of the Engineer within five (5) days after the Notice of Award is provided, and before signing the Construction Contract.
- 6.5 Payments for lump sum Items will be based on an estimated percentage of the Item's completeness, as determined by the Engineer.

7. SUBCONTRACTORS

- 7.1 The Bidder shall state on the appropriate Contract form the names of any Subcontractors that he proposes to utilize and the work they will be assigned. All work of Bidder not assigned to a Subcontractor shall be understood by the Owner to be performed by the Bidder.

- 7.2 Each Bidder shall perform with his own organization not less than FIFTY PERCENT (50%) of the total Contract price.
- 7.3 The Owner reserves the right to approve or disapprove all Subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed Subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in Bid price or decline substitution and withdraw his Bid Proposal without sacrificing his Bid security. Any listed Subcontractor that Owner does not make written objection to before awarding the Contract, shall be deemed acceptable to the Owner.
- 7.4 Requests by the Bidder to change Subcontractors after the award shall be subject to the Owner's approval and shall not change the Contract Bid prices.
- 7.5 No Bidder shall be required to employ any Subcontractor, person, or organization against which he has reasonable objection.

8. NON-COLLUSION AFFIDAVIT

- 8.1 Each Bid Proposal must be accompanied by a completed Non-Collusion Affidavit provided within the Bid Proposal.
- 8.2 Where there is reason to believe collusion or combination among Bidders exists, the Owner reserves the right to reject the Bid Proposal of those concerned.

9. INSURANCE

- 9.1 Verification of Workers' Compensation, General Liability, Automobile Liability, and Property insurances consistent with the provisions of the Contract Documents must be submitted to the Owner prior to an Award of Contract. The required Certificates of Insurance shall show that the Owner, Engineer, Engineer's Consultants, and other people identified in the Contract Documents shall be specifically named as additional insured on all policies covering work under this Contract.
- 9.2 All insurance shall be endorsed so that it cannot be canceled until thirty (30) days after Insurer's written notice to Owner of such proposed action.

10. CONTRACT

- 10.1 Before entering into the Contract, the Owner will require the Bidder to provide bonding for Contract Performance and for Payment, for 100 percent of the Contract Price, with a corporate surety approved by the Owner, to assure the faithful performance of the Contract. All bonds must be underwritten by a surety company authorized to transact business in the State where the work is located and upon which service of process can be made, conditioned on the faithful performance of the work in accordance with the Contract Documents. Such security or bond also shall indemnify the Owner against damages suffered as a result of the Bidder's failure to perform the Contract in accordance with the Contract Documents, and guaranteeing the related construction and performance of the improvements for a period not less than one (1) year from the date of final acceptance by the Owner, and guaranteeing the payment of all lawful claims of Subcontractors, equipment and material providers, and for labor performed in carrying forward or completing the Contract.
- 10.2 All bonds shall be in the form required by the State of Ohio.

11. AWARD OF CONTRACT

- 11.1 The Owner reserves the right to reject any and all Bids, to waive any informalities or irregularities in the Bids received, and to accept any Bid it deems most favorable.
- 11.2 All extensions and totals of unit prices and quantities submitted as part of the Bid shall be considered informal until verified by the Owner.
- 11.3 In evaluating Bids, the Owner may consider the qualifications and experience of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms.

- 11.4 Owner may consider the qualifications and experience of Subcontractors and other people and organizations (including those who are to furnish the principal items, material, or equipment) proposed for portions of the work. Operation costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the Owner.
- 11.5 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform the work in accordance with the Contract Documents to Owner's satisfaction and within the prescribed time. Bidder shall furnish all information and data for this purpose as the Owner may request.
- 11.6 The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of the Bidder fails to satisfy the Owner that Bidder is sufficiently qualified to carry out the obligations of the Contract and to satisfactorily complete the work identified therein.
- 11.7 If a Contract is awarded, it will be awarded to the lowest and best Bidder whose evaluation by the Owner indicated to Owner that the award will be in the best interests of the project.
- 11.8 If a Contract is awarded, Owner will give the successful Bidder a Notice Of Award within sixty (60) days after the day of the Bid opening.
 - 11.8.1 The Owner will send copies of the Notice Of Award to both the Bid Bond Agent and the Surety Company.
- 11.9 A conditional or qualified Bid will not be accepted.
- 11.10 Prior to awarding the Contract, the Bidder must submit certification from the Secretary of State that Bidder is authorized to do business in the State of Ohio. Also prior to award, the Bidder must submit a Power of Attorney to the Secretary of State designating it as an agent for the purpose of accepting the service of summons in any action brought under the Ohio Revised Code and the contract and bond are submitted to the Attorney General for their certified approval.

12. EXECUTION OF CONTRACT

- 12.1 Accompanying the written Notice of Award will be five or six unsigned sets of Contract Documents not including the Drawings. Within ten (10) calendar days from the date of receipt of the Notice of Award, the successful Bidder shall sign and deliver to the Owner the Contract Document sets along with a performance Bond, a payment Bond, and insurance verifications.
 - 12.1.1 The Notice of Award will be accompanied by the necessary Contract and Bond forms.
- 12.2 Within fourteen (14) days of receipt of the successful Bidder's signed Contracts, the Owner will sign the Contracts and return two (2) fully executed Contracts.
- 12.3 The date of the Owner's signature shall be the effective Contract date. The Contract completion time does not start until the issuance date of the Notice to Proceed.

13. BID SECURITY

- 13.1 In the event that the successful Bidder fails, on his part, to execute the Contracts within the specified time, the Owner may consider the Bidder in default and award the Contract to the next lowest and best Bidder. The Bidder and/or Surety failing to enter into a contract is liable to the Owner for the lesser amount of:
 - 13.1.1 The difference between his Bid and the next lowest Bid, or
 - 13.1.2 A sum not to exceed ten percent (10%) of the Bid.
- 13.2 If the Owner chooses to re-bid the work, the Bidder failing to enter into a contract and/or his Surety shall pay the lesser amount of:
 - 13.2.1 A sum not more than ten percent (10%) of the Bid, or

13.2.2 The cost incurred in the process of re-bidding, including labor, printing costs, advertising, and mailings to prospective Bidder.

13.3 In the event that the second lowest Bidder is awarded the Contract and fails to execute the Contract within ten (10) days, the Owner may then award to the third lowest bidder.

13.3.1 A sum not more than ten percent (10%) of the Bid, or

13.3.2 The cost incurred in the process of re-bidding, including labor, printing costs, advertising, and mailings to prospective Bidder.

13.4 When more than one Bidder fails to execute a Contract and the Owner re-advertises for Bids, each Bidder that failed to enter into a Contract shall equally share in the re-bidding costs.

14. LIQUIDATED DAMAGES

14.1 Provisions for liquidated damages, if any are set forth in the Bid Proposal and the Contract.

15. DELINQUENT PERSONAL PROPERTY STATEMENT

15.1 If a delinquent Personal Property Statement is included with the Contract Documents or required, it is to be filled out by the successful Bidder after the award of the Contract.

15.2 The Statement shall be sent to both the COUNTY AUDITOR and the COUNTY TREASURER. A signed copy shall remain in the Contract Documents as well.

16. SALES TAX

16.1 The Owner is Ohio sales tax exempt and will provide a certification of sales tax exemption. Bidder shall verify utilization of the certification with legal counsel and the State of Ohio.

END OF SECTION