

PROPOSAL
FOR
2017 SIDEWALK PROGRAM
VILLAGE OF CADIZ, HARRISON COUNTY, OHIO

BID OPENING:
FRIDAY AUGUST 11, 2017 12:00 pm (noon)

**VILLAGE OF CADIZ
2017 SIDEWALK PROGRAM**

TO: Village of Cadiz

FOR: 2017 Sidewalk Program

Ladies and Gentlemen:

The undersigned bidder hereby affirms that:

1. The proposal is in all respects fair and without any collusion or fraud.
2. The undersigned have examined the site of the proposed project and have made a personal investigation and estimate of quantities.
3. The undersigned will contract to furnish all labor, equipment, tools and material necessary for the complete construction of the above described project at the unit prices stated on the attached bid forms and to complete the work in the time specified to the satisfaction of the Village of Cadiz.

Company: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

By: _____

Title: _____

Date: _____

NOTE: If the bidder is a co-partnership, each member must sign the proposal.

Corporations must execute the proposal by duly authorized officers in accordance with Articles of Incorporation.

INSTRUCTIONS TO BIDDERS
and
GENERAL CONDITIONS

The State of Ohio Department of Transportation 2016 Standard Specifications for Construction are incorporated as part of these bidding documents and shall govern except as provided in the Invitation to Bid, Instructions to Bidders and General Conditions, Proposal, Contract, Supplemental Specifications, Special Provisions and Plans. Reference to the Department in the Ohio Department of Transportation 2016 Standard Specifications for Construction shall for this project mean the Village of Cadiz, hereinafter referred to as "Owner", unless otherwise specified.

OWNER

The owner of the project is the Village of Cadiz. The Village of Cadiz is offering a voluntary sidewalk replacement program for its residents. The Village of Cadiz is accepting bids to Contract services for sidewalk replacement within the Village of Cadiz.

ENGINEER

The Engineer is the individual assigned by the Village of Cadiz to be in charge of the project. The individual assigned as the Engineer shall be an employee of The Mannik & Smith Group, Inc., and/or the Village of Cadiz.

BIDDER

The Bidder is one who submits a signed bid with the required documentation directly to the Engineer at the time and place specified.

BID FORMS

Sealed proposals must be submitted on the bid forms furnished by the Owner. The proposal shall be submitted in its entirety with no modifications or changes except as authorized by an addendum and with no pages removed. Unit prices as listed will govern in determining the correct total of the bid. All proposals must be filled out in ink or typewritten and shall be legibly signed, giving the complete name and address of the Bidder.

All bids must be in a sealed envelope and clearly marked "**2017 Sidewalk Program**".

INTERPRETATION AND ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretation or clarification considered necessary by the Engineer to such questions will be issued by Addenda faxed and mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda are binding. Oral and other interpretations or clarifications will be without legal effect.

OPENING OF BIDS

Bids will be received at the **Cadiz Municipal Building, 128 Court Street, Cadiz, Ohio** until **August 11, 2017 at 12:00 pm (noon)** at which time they will be publicly opened and read aloud.

REJECTION OF BIDS

The Owner reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids and to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or if the Bidder is unqualified or of doubtful financial ability or fails to meet any pertinent standards or criteria established by the Owner. The Owner also reserves the right to waive all informalities in any bid should it be deemed in the best interest of the Owner to do so. Discrepancies between the multiplication of units of work and the unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum will

be resolved in favor of the correct sum. Discrepancies between words and figure will be resolved in favor of words.

CONTRACT EXECUTION

The Bidder to whom the contract is awarded shall, within ten (10) calendar days after notice of award, enter into a written contract with the Owner and furnish bonds (if required) and proof of insurance as hereinafter specified. Failure to execute the contract or furnish satisfactory bonds and proof of insurance will be considered cause for annulment of award and forfeiture of the Bidder's surety. Following the execution of the contract, the Bidder shall become known as the Contractor.

INCREASED OR DECREASED QUANTITIES

Quantities of work shall be determined at the time each work request is made by the Owner. The Owner reserves the right to increase or decrease quantities from those originally estimated and such changes will be paid for at the unit price bid so long as the total contract amount is not changed more than ten (10) percent. Changes in excess of that amount will be individually negotiated.

TIME OF COMPLETION

All contract work shall be completed within 30 calendar days following the day the request has been placed by the Owner. Acknowledgment of receipt by the Contractor of the request for work made by Owner is not required to start time of completion schedule. Owner's documentation providing evidence for request for work shall begin time of completion, unless otherwise extended beyond this time.

FAILURE TO COMPLETE ON TIME

Liquidated damages will be assessed at \$100/day for failure to complete on time.

PAYMENTS TO CONTRACTOR

Payments will be made to the Contractor on the 30th day of each month. The Owner will make a partial payment to the Contractor on the basis of an estimate, prepared by the Engineer, of the work performed on the project during the preceding period less a five (5) percent retainer.

FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

The Engineer will make a final inspection of all work included in the contract, and notify the Contractor of defects to be remedied prior to final acceptance. The Contractor is required to provide unconditional waivers of lien from all sub-contractors and suppliers before preparing a final estimate. Upon satisfactory completion of the work by the Contractor, a final estimate will be prepared. Payment for all work completed and accepted, less previous payments will be made within thirty (30) days of final acceptance.

DISPUTES

The Engineer's written decision on any question arising under the contract between the Owner and Contractor shall be final and binding upon both the Owner and the Contractor in the absence of fraud, bad faith, or abuse of discretion.

ARBITRATION

All claims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this section. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing laws of any court having jurisdiction.

No demand for arbitration of any claim, dispute or other matter that is required to be referred to Engineer initially for decision will be made until the earlier of (a) the date on which Engineer has rendered a decision or (b) the tenth day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such

claim, dispute or other matter will be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of Engineer will be made later than ten (10) days after the party making such demand has delivered written notice of intention to appeal.

Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the thirty (30) day or ten (10) day period specified above as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity who is not a party of this contract unless:

- a) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;
- b) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and;
- c) the written consent of the other person or entity sought to be included and of Owner and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Notwithstanding the above paragraph, if a claim, dispute or other matter in question between Owner and Contractor involves the Work of a Subcontractor, either Owner or Contractor may join such Subcontractor as a party to the arbitration between Owner and Contractor hereunder. Contractor shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in arbitration between Owner and Contractor involving the Work of such Subcontractor. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against Owner or Owner's Consultants that does not otherwise exist.

The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

PROGRESS SCHEDULE

Start work within ten calendar (10) days after receiving notice of award of contract, and following Owner request for work, or on or before the date designated as the starting date in the approved detailed progress schedule. In no case shall any work be commenced prior to receipt of formal notice of award by the Owner.

The low Bidder(s) for the work covered by this proposal will be required to meet with the Owner's representative to review the Contractor's proposed detailed work schedule. The schedule for this meeting will be set within one (1) week after the low Bidder is determined. It is recommended that any Subcontractors be at this meeting if their work materially affects the work schedule.

The Owner's representative will arrange the time and place for the meeting.

The detailed progress schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned work dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal the date the project is to be opened to traffic as well as the final project completion date shall also be included in the Detailed Progress Schedule. If bidding proposal specifies other controlling dates, these dates shall also be included in the Detailed Progress Schedule.

Failure on the part of the Contractor to carry out the provisions of the Detailed Progress Schedule, as established, may be considered sufficient cause to prevent bidding on future projects until a satisfactory rate of progress is again established.

TAXES

The Contractor shall include, and will be deemed to have included, in its base bid and contract price all applicable Ohio Sales and Use taxes which have been enacted into law as of the date the bid is submitted.

The Village of Cadiz does have a 1% income tax. The successful bidder and employees are subject to this. An income tax form is attached to the specifications.

OWNER'S RESPONSIBILITY

The Owner shall not supervise, direct or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of the work unless otherwise specified in the Special Provisions. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

LIABILITY INSURANCE

Proof of liability insurance shall be provided with this bid.

Contractor shall provide 1-year performance warranty on all work performed.

SPECIFICATIONS

All work not otherwise specified shall be done in accordance with the Ohio Department of Transportation 2016 Standard Specifications for Construction. Within these specifications all references to the Ohio Department of Transportation shall mean the Owner.

STANDARD PLANS (ATTACHED)

See Village of Cadiz standard details 1-4.

UTILITY COORDINATION

For the protection of underground utilities, the contractor shall notify OUPS at 811, a minimum of three working days excluding weekends or holidays, prior to excavating and otherwise fully comply with the provisions of OUPS, as amended. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be part of the OUPS system.

The Contractor shall conduct operations in such a manner as to ensure that those utilities not requiring relocation will not be disturbed.

COST BID SHALL INCLUDE:

CONCRETE SIDEWALK REPLACEMENT

The quantity to be paid SQUARE FEET (SF) shall be the area of concrete sidewalk that has been requested for replacement by OWNER. Cost per SQUARE FEET (SF) shall be separated by the range of

continuous replacement request. Ranges shall be as follows: 0-80 SQUARE FEET, 80-250 SQUARE FEET, and OVER 250 SQUARE FEET.

To date, there are 9 locations that are in the 0-80 category; 13 locations that are in the 80-250 category; and 12 locations that are in the 250+ category. The estimate amount of total concrete is 59,500 square feet of concrete.

The unit price will include the excavation, removal and disposal of structures, forming concrete, mesh reinforcement, finishing, jointing, curing, joint compound, and all labor, tools, materials and equipment necessary to complete the work. The concrete used shall be ODOT Class QC1 (ODOT 608) with a minimum compressive strength of 4000 psi. All work shall be performed to ODOT specifications.

The existing concrete curb and gutter and driveways shall be removed, as marked by the Engineer, making every effort to prevent damage to the existing asphalt pavement or surrounding features. The existing subgrade or aggregate base shall be leveled and compacted to a minimum of ninety-five (95) percent of its maximum unit weight and to a depth of at least ten (10) inches.

RESTORATION OF WORK AREA

"Restoration" costs as defined in this section shall be included in the quantities for CONCRETE SIDEWALK REPLACEMENT, SQUARE FEET described above. Restoration shall include but not limited to, fencing, posts, poles, shrubs, signs, mailboxes, drives, culverts, lawns, swales, roads, curbs, ditches, pipes, property markers, private signs, manholes, drain tiles, catch basins, or yard decorations, that are damaged, removed or otherwise affected by the contractor's operations shall be returned to their original condition or better by the contractor prior to the final acceptance of the project.

Restoration shall include the filling and leveling of clean soil, free of debris, adjacent to the areas excavated for sidewalks, driveways and curbs; compacting to a similar density as the surrounding soil and placing of three (3) inches of topsoil, seed, fertilizer and mulch. Application rates for seeding and fertilizing shall be two-hundred and fifty (250) pounds per acre per each on the prepared seed bed using an ODOT seed mixture. All work performed and material requirements shall be per ODOT specifications.

Any disturbed area outside the defined area will be the responsibility of the Contractor, including the costs thereof, unless approved otherwise by the Engineer.

EROSION CONTROL

Erosion control measures shall be included in the quantities for CONCRETE SIDEWALK REPLACEMENT, SQUARE FEET described above, and installed as directed by the engineer when necessary.

**UNIT PRICE CONTRACT
2017 SIDEWALK PROGRAM**

TO: Village of Cadiz

The undersigned, having full knowledge of the site, proposal, plans and specifications for the **2017 Sidewalk Program** in Village of Cadiz, Ohio including Bidders' Addenda _____, and the conditions of these Contract Documents, hereby agrees to furnish all services, labor, materials, tools, equipment, transportation, and incidentals necessary to perform the entire Work; to complete the contract by the date specified in the Instructions to Bidders and General Provisions, according to the Proposal, Plans and Specifications, and to accept in full, compensation for all work necessary to complete the project at the unit prices named below:

UNIT PRICE WORK				
Item	Item Description	Approx. Quantity	Unit	Unit Price
1	Concrete Sidewalk Replacement (0-80 SF)	VARIES	SF	\$
2	Concrete Sidewalk Replacement (80-250 SF)	VARIES	SF	\$
3	Concrete Sidewalk Replacement (over 250 SF)	VARIES	SF	\$
4	Concrete Driveway Sidewalk Replacement @ 6"	VARIES	SF	\$

Contractor Signature: _____

Printed Name and Title: _____

Quantities are not guaranteed. Final payment will be based on actual quantities.

Bidder agrees that the work will be completed and ready for final payment in accordance with the General Conditions. All work on the **2017 Sidewalk Program** to be completed as detailed in the Time of Completion section above.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

The following documents are attached to and made a condition of this Bid:

Proof of liability Insurance

(CONTINUED ON NEXT PAGE)

Communications concerning this Bid shall be addressed to the Bidder's representative.

Name of Representative: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

SUBMITTED on: _____, 2017.

If Bidder is:

An Individual

By: _____ (SEAL)
Individual's Name

Doing Business As: _____

Business Address: _____

Phone No.: _____

A Partnership

By: _____ (SEAL)
Firm Name

General Partner

Business Address: _____

Phone No.: _____
A Corporation

By: _____ (Corporate SEAL)
Corporate Seal

State of Incorporation

By: _____
Name of Person Authorized to Sign

Title

Business Address: _____

Phone No.: _____

A Joint Venture

By: _____
Name

Business Address: _____

Phone No.: _____

By: _____
Name

Business Address: _____

Phone No.: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Standard Plans