

INSTRUCTIONS TO BIDDERS

DATE AND LOCATION FOR BID PROPOSALS: Place bid proposal in a sealed envelope marked: **LUCASVILLE BRANCH OF SCIOTO COUNTY PUBLIC LIBRARY STREAM RESTORATION**, and deliver on or before 12:00pm on Tuesday, August 20 to:

**Scioto County Public Library
ATTN: Fiscal Officer
1220 Gallia Street
Portsmouth, Ohio 45662**

The bids will then be publicly opened and read by the Scioto County Public Library Fiscal Officer on behalf of the Board of Trustees. A contract will be awarded as soon as possible after the bid opening.

BID FORM: Use the bid form provided. The project is a **lump sum project**. The Contractor shall submit a schedule of values once the project has been awarded.

COMPLETENESS OF PROPOSAL: All blanks shall be filled in clearly and completely. Failure to do so will result in rejection of the bid.

ADDENDA: All questions from bidders concerning interpretation of contract documents must be in writing and submitted via email to <http://www.sandsdecker.com> at least five (5) working days prior to scheduled bid opening. **SUBMIT ALL QUESTIONS VIA EMAIL.**

An addendum may be prepared and sent to all plan holders. All addenda so issued shall become part of the contract documents.

ACCEPTANCE OR REJECTION OF BIDS: The Scioto County Public Library Board of Trustees reserves the right to reject any or all bids, to waive any informality in bids, or to accept in whole or in part such bids as may be deemed the lowest and best most responsive bid that is in the best interest of the Scioto County Public Library. The Scioto County Public Library Board of Trustees reserves the right to hold Proposals for a period of sixty (60) calendar days after the date of opening, and to award the Contract at any time during that period.

BID BOND OR CERTIFIED CHECK: Each bid shall have filed with it a bid guaranty as indicated in the project Bid Notice.

If the bid is accepted, the bidder shall enter into a proper contract in accordance with the bid, plans, details, and specification. If the bidder fails to enter into the contract, and the Board awards the contract to the next lowest bidder, the bidder and the surety on the bidder's bond are

liable to the Board for the difference between the bid and that of the next lowest bidder, or for a penal sum not to exceed ten per cent of the amount of the bid guaranty, whichever is less. If the Board does not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract and the surety on the bidder's bond are liable to the Board for a penal sum not to exceed ten percent of the amount of 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.

If the successful bidder has filed a bid guarantee in the form of a certified check, Cashier's check, or letter of credit, then at the time of entering the contract, the bidder shall file a performance bond in accordance with division (C) of Section 153.54 of the Revised Code and in substantially the form provided in Section 153.57 of the Revised Code.

All proposal guaranties will be returned immediately following the opening of proposals except those of the lowest three (3) bidders. These guarantees will be returned within ten (10) days following award of the contract, except that of the successful bidder that will be returned after the satisfactory contract bond has been furnished and the contract has been executed.

BIDDER EXPERIENCE STATEMENT: Bidders must provide satisfactory evidence showing responsibilities, experience and skill for Contractor and all major Subcontractors demonstrating their ability to perform the work required. Bids from companies inexperienced in the proposed work types will be rejected.

EXECUTION OF CONTRACT: The successful bidder will be required to execute the Contract within ten (10) calendar days after awarded the Work.

TIME OF WORK: Projected issuance of a notice to proceed for this project is on or before **mid-September 2024**. The successful bidder cannot begin work until the Notice to Proceed has been received from the Board of Trustees. **Completion date is November 2024.**

WAGE RATES: Contractors shall use only the classifications and wage rates set forth in the Ohio Department of Commerce Wage and Hour Administration. Additionally, please note that the wage modification in effect at the time of the project sale date shall be used by all contractors. Wage rates and prevailing wage information can be found at the following link: <https://www.com.ohio.gov/dico/>

At the completion of the project and prior to final payment the Contractor shall complete and submit an Affidavit of Compliance indicating that the Contractor has complied with all applicable Ohio Revised Code prevailing wage requirements.

BIDDER REPRESENTATION: The Bidder represents that he has read and understands the documents and has visited the site and familiarized himself with the conditions under which the work is to be performed. There will be no additional compensation or time extension due to

failure of the bidder to do so. Bids are based on Materials, Labor, and Equipment and represent a true estimation of the cost of performing the work.

CONTRACTOR LIABILITY INSURANCE: The Bidder, if awarded the project, will provide proof of insurance as set forth in the Supplemental General Instructions.

OWNER ROLE: All work on this project will be under the direction of Sands Decker CPS, LLC, or a duly authorized representative. Payment for extra work must be agreed to in writing and approved prior to performing the work.

DOCUMENTS WITH CONTRACT: At the time of execution of the Contract, the Contractor shall furnish each of the following:

1. A Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code; and
2. Insurance certificates; and
3. A work schedule,
4. Ohio Worker's Compensation certificate of coverage
5. All documents/evidence as required in the Contract Documents

NOTICE TO PROCEED: The "Notice to Proceed" shall be issued within fifteen (15) calendar days of the execution of the Contract by the Owner. Should there be reasons why the "Notice to Proceed" cannot be issued within such time, the time may be extended by mutual agreement between the Owner and Contractor. If the "Notice to Proceed" has not been issued within the fifteen (15) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

INVESTIGATION BY OWNER: The Owner may make such investigations as deemed necessary in order to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

SUB-CONTRACTORS: Each Bidder must supply with his Proposal the names and addresses of all proposed Sub-Contractors performing work on any portion(s) of the Project, Forms are included herein for providing this information. The Owner reserves the right to accept or reject any changes to the list of proposed Sub-Contractors after opening of bids.

AWARD CONSIDERATIONS: In determining the award, consideration will be given to whether the Bidder and the proposed Sub-Contractors (a) maintain a permanent place of business; (b) have equipment suitable for the Work; (c) are financially able to perform the Work; (d) have the organizational capability to perform the Work; and (e) have a sound record of experience in Work of this type.

APPLICABLE LAWS: 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.

SETS OF DOCUMENTS: Four (4) sets of Contract Documents shall be furnished to the successful Bidder upon execution of a Contract at no cost. Any additional sets requested by the Owner will be furnished at the fee stated in the Notice to Bidders.

SUB-SURFACE CONDITIONS: It is the obligation and responsibility of the Bidder to make his own investigations of sub-surface conditions prior to submitting his Proposal. The Bidder may examine the records of all borings, test excavations and other sub-surface investigations, if any are complete, which are not a part of the Contract Documents except to the extent that the results thereof are specifically shown or stated in the Contract Documents. Any records of borings, test excavations and other sub-surface investigations will only state what was found at the boring and/or test excavation or the specific results of the other sub-surface investigations and are not warranted to show the actual sub-surface conditions. The Bidder agrees that should he become the Contractor he will make no claim against the Owner or the Engineer, if in carrying out the work, he finds that the actual sub-surface conditions encountered do not conform to those indicated by said borings, test excavations and other sub-surface investigations, if available.

QUANTITIES AND PAYMENT: The items and their scheduled quantities as listed in the Bid Schedule are to be used only for the comparison of Proposals. The unit prices submitted by the Bidders will be used with the scheduled quantities to compare the Proposals. Payments, except for lump sum contract and except for lump sum items in unit price contracts, will be made to the Contractor for only the actual quantities of Work performed or materials furnished in accordance with the Contract Documents. It is understood that the scheduled quantities of Work to be performed and materials to be furnished may each be increased or diminished without in any way invalidating the unit bid prices.

INTENT OF THE CONTRACT: The Contract's intent is to ensure that a complete, usable project is constructed in accordance with the requirements of the Contract Documents. The Contractor shall complete all work using approved and accepted methods and good workmanship. Procedural discrepancies shall be judged against this intent and the decision of the Owner shall be final.

NON-COLLUSION AFFIDAVIT: The successful Bidder will be required to execute and submit a "non-Collusion Affidavit", in the form included herein, after the opening of Proposals and before the award of the contract.

PREVAILING WAGE RATES: The Wage Rates included as part of the Contract Documents shall govern all wages paid under this Contract. Said Wage Rates shall be used by the Bidder in

completing his proposal. The Schedule will be either posted in a conspicuous location on the Project site or readily available for viewing if no convenient location is available.

COMPLETION OF TIME: The Bidder agrees to commence work on or before a date to be specified in a written “Notice to Proceed” from the Owner and to fully complete the Project within forty-five (45) calendar days.

SUBSTITUTION: If a Bidder wishes to propose substitutions for the items specified, the substitutions will only be considered if the Bidder submits a base bid, using the specified materials and equipment, that is the lowest, best and most responsive bid, and the information on each substitution is submitted with his bid using the enclosed “Proposed Substitution” form.

The information on the substitution shall be sufficient for the Owner and Engineer to evaluate the proposed substitution in accordance with Sections 105 and 106 of the General Provisions. The Engineer and Owner will evaluate each proposed substitute on its merit and notify the bidder of acceptability prior to the award of a contract. The acceptability of any proposed substitution is at the sole discretion of the Owner and Engineer. Any accepted substitutions will be incorporated into the contract award with the revised contract price and the contract requirement for providing a complete, usable facility as specified and as shown on the Construction Drawings.

MECHANICAL EQUIPMENT: All equipment items including ancillary devices shall be supplied by the same manufacturer and tested, as a system, by the manufacturer at the manufacturer’s production facility. In the event of a substitution, the manufacturer shall offer the Owner and/or Engineer the opportunity to witness the system test and provide certified test data for performance of all components tested including hydraulic, electrical and electro-mechanical components. The Engineer and Owner shall be given two weeks prior written notice of test and such testing shall be provided at no cost to the Owner or Engineer. Written notice shall include information on test procedure and schedule for evaluation and approval by the Owner.

The manufacturer shall provide a written warranty of all components for one year after start-up. As part of the warranty, the manufacturer shall provide with the equipment specified or substituted, any normal wear components that may be required during the first five years of operation at no cost to the owner. This includes such things as impellers, wear plates, cutting and/or grinding elements, O-rings, gaskets, valve seats, base elbow seals, relays and other parts which normally wear as a result of normal operation of equipment.

The manufacturer shall also certify, in writing, that all required repair components as well as replacement parts will be continuously available, in inventory, for rapid shipment in two days or less during the five-year extended warranty period.

SPECIAL DEFINITIONS:

- (1) "Engineer", as defined in the General Requirements, and as used in other sections of the Contract Documents, shall mean Sands Decker CPS, LLC at 1495 Old Henderson Road, Columbus, Ohio 43220.
- (2) "Construction Drawings" set of documents showing the location and nature of the work entitled "Lucasville Branch of the Scioto County Public Library Stream Restoration", as prepared by Skelly and Loy, 449 Eisenhower Blvd., Suite 300, Harrisburg, PA 17111.

ENGINEER'S ESTIMATE: Two hundred twenty-four thousand two hundred dollars and zero cents (\$224,200.00).

PROPOSAL

PROPOSAL INTENT: The BID SCHEDULE, BIDDER INFORMATION, LIST OF SUB-CONTRACTORS, PROPOSAL BOND, BID, and other requirements stated herein comprise the PROPOSAL. By signing the Bid, the Bidder warrants that he has read the Contract Documents provided with this Proposal and agrees with their inclusion in the Contract. The Bidder further agrees that upon execution of any Contract Administrative Forms, the completed forms will become Contract Documents, and be made a part of the Contract.

PREPARATION OF PROPOSAL: All proposals shall be submitted on the forms provided herein. Proposals shall be properly executed, and the Bid signed by a duly authorized individual for the Contractor submitting the Proposal. Each pay item listed with a quantity, or “lump sum” entered under the “Quantity” heading shall have separate unit prices entered in the labor, material, and total columns under the “Unit Prices” heading. The total item prices for each pay item listed shall be entered in figures and in words. The total amount of the bid for each section and/or the entire Bid Schedule shall be entered in figures and in words. When a discrepancy appears between any of the unit prices or the total prices, the correct addition of the unit prices for labor and materials times the quantity of that item shall govern in determining the cost of the Proposal.

All proposals not in conformity with the instructions listed herein and in the Contract Documents shall be deemed informal Proposals and may be rejected. Proposals will be considered irregular and may be rejected for the following reasons:

- a). If the Proposal is on a form other than that furnished with the Contract Documents or if the form is altered or any part thereof is detached.
- b). If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- c). If the Bidder adds any provisions reserving the right to accept or reject an award.
- d). If the Bid Schedule does not contain unit prices and a total item price as described in the Proposal for each pay item listed, or if all parts are not completed except in the case of authorized alternate pay items.
- e). If the Bid prices are obviously unbalanced.
- f). If all parts of the Proposal are not completed.
- g). If more than one Proposal for the same work is received from an individual firm or corporation under the same or different name.

Each Bidder is required to state in his Proposal his name and place of residence as well as the names of all persons of interest with him. In the case of a corporation, only the names of the president and secretary need to be given. References shall be furnished to establish the skill and business standing of the Bidder.

CONTRACT DOCUMENTS: The following documents comprise the Contract Documents for the completion of the stated work and shall be individually and collectively binding on the

parties. All stipulations, terms and considerations stated therein shall be taken into account by the Bidder in preparing his Proposal.

1. Legal Notice
2. Information for Bidders
3. Proposal
4. Non-Collusion Affidavit
5. Contract and Applicable Addenda
6. Legal and Fiscal Officers' Statements
7. Bid Guaranty and Contract Bond
8. General Requirements
9. General Provisions
10. Applicable Drawings
11. Construction Drawings
12. Minimum Wage Determination
13. All executed Contract Administrative Forms (either of the type included herein or other forms used and accepted by both parties.)

CONTRACT ADMINISTRATIVE FORMS: The following forms are included herein for information purposes. It is the Owner's intention to use these forms in the administration of the Contract; however, the following forms are not required for notices, change orders or affidavits to be valid.

1. Notice of Award
2. Notice to Proceed
3. Change Order
4. Certificate of Substantial Completion
5. Certificate of Final Completion

BIDDING DOCUMENTS

BIDDER INFORMATION
(To be submitted with Proposal)

Name: _____

Address: _____

Telephone Number: _____

Principal(s): _____

Insurance Company Name/Address/Telephone Number: _____

Type of Coverage/Policy Limits: _____

List of Large Company-owned equipment: _____

Company Experience: _____

Name/Experience of Superintendent and Forman:

1.

2.

Similar Projects (provide at least four):

1.

2.

3.

4.

References:

<u>Owner's Name</u>	<u>Contact Person</u>	<u>Telephone Number:</u>
---------------------	-----------------------	--------------------------

1.

2.

3.

PROPOSED SUBSTITUTIONS

<u>Item Description</u>	<u>Proposed Manufacturer</u>	<u>Change In Contract Amount</u> <small>(indicate if add or deduct)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: Please read requirement for proposed substitutions in the "Information for Bidders" and acknowledge your understanding of the requirements by signing below.

(Signature)

(Title)

(Date)

- * Include this page with bid documents if substitutes are proposed.
- ** Include required equipment data for substitutions after this page.

LIST OF SUB-CONTRACTORS

(To be submitted with Proposal)

*Enter "None" if no Sub-Contractors will be used

Name: _____

Address: _____

Items of Work to be Completed. _____

Name: _____

Address: _____

Items of Work to be Completed. _____

Name: _____

Address: _____

Items of Work to be Completed. _____

Name: _____

Address: _____

Items of Work to be Completed. _____

BID GUARANTY AND
CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ (contractor), _____ (address),
as Principal and _____ (surety), as Surety, are hereby
held and firmly bound unto the _____ (owner) as
Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to
the Obligee on _____ to undertake the project known as:

"Lucasville Branch of the Scioto County Public Library Stream Restoration"

The penal sum referred to herein shall be the dollar amount of the Principal's bid
to the Obligee, incorporating any additive or deductive alternate proposals 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 _____
(\$_____). (If the above line is left blank, the penal sum will be the full amount of
the Principal's bid, including alternates. Alternatively, if completed, the amount stated
must not be less than the full amount of the bid, including 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the
above named Principal has submitted a bid on the above referred 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 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 will pay the Obligee the difference not to exceed ten
percent 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 void, otherwise to remain in full force and effect. If the
Obligee accepts the bid of the Principal and the Principal within ten 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; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; 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; 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 said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this ____ day of _____, 2024.

PRINCIPAL: _____

BY: _____

TITLE: _____

SURETY _____

SURETY COMPANY ADDRESS:

BY: _____

SURETY AGENT'S NAME AND ADDRESS:

NOTE: Failure by any party to sign the Bid Guaranty and Contract Bond, and Payment Bond shall result in rejection of bid.

ACKNOWLEDGMENT OF BID REQUIREMENTS

(These pages must be executed, in the appropriate place, prior to submission of the attached Proposal for Work)

WRITTEN CONTRACT

The undersigned Bidder hereby acknowledges that, upon the Owner's acceptance of the attached Proposal for Work, the Bidder shall be obligated to enter into a written contract with Owner within ten (10) calendar days from the date of the Notice of Award, specifically stipulating the terms of the agreement. The Bidder further agrees and acknowledges that if Bidder fails to execute said contract (after acceptance by Owner) as provided herein, the bond or certified check accompanying this Proposal for Work shall be forfeited to Owner as liquidated damages. Bidder acknowledges the Owner's right to reject this Proposal.

Proposal for work submitted this _____ day of _____, 20__.

IF AN INDIVIDUAL, SIGN BELOW:

(Name)

(Post Office Address)

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

(Trade Name)

(Post Office Address)

(Name)

IF A PARTNERSHIP OR L.L.P., SIGN BELOW:

(Partner)

(Post Office Address)

(Partner)

(Post Office Address)

(Partner)

(Post Office Address)

(Partner)

(Post Office Address)

IF A JOINT BID, SIGN BELOW:

(Name)

(Name)

By _____

By _____

Its _____

Its _____

(Post Office Address)

(Post Office Address)

IF A CORPORATION OR L.L.C., SIGN BELOW:

(Name of Corporation or Company)

Incorporated under the laws of the State of _____

By _____

(Type or Print Name)

(Title of Officer Signing)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
REQUIREMENTS FOR CERTIFICATIONS
OF NON-SEGREGATED FACILITIES

A certification of Non-Segregated Facilities as required by the May 9, 1967 order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date

Signature of Bidder

Address (Including Zip Code)

BID SCHEDULE

BID SCHEDULE: The undersigned, having full knowledge of the site, plans, specifications, this proposal and other contract documents; and the conditions stipulated therein agrees to furnish all labor, materials, and equipment necessary to complete the project titled "Lucasville Branch of the Scioto County Public Library Stream Restoration" as described and to accept the unit prices specified below, prices good for 60 days.

TYPE OF FUNDING:

PROJECT NO. 4350

Item No.	Description of Work	Est. Qty.	Unit	Unit Prices		Total	Total Item Price	
				Labor	Material		In Figures	In Words
	Contractor Bid Amount	LUMP	SUM					
ALLOWANCES								
						In Figures	In Words	
Base Bid Total - Include Allowances								

SIGNATURE OF PERSON PREPARING BID

TITLE

NAME OF COMPANY