

**Safe Walks 2015
Delaware, Ohio
Bid Number 01-15**

CITY OF DELAWARE

SAFE WALKS 2015 DELAWARE, OHIO BID NUMBER 01-15

CITY OFFICIALS

Carolyn Kay Riggle	Mayor
George Hellinger	Vice Mayor

MEMBERS OF COUNCIL

Chris Jones	First Ward
Lisa Keller	Second Ward
Joe DiGenova	Third Ward
Andrew Brush	Fourth Ward
Kent Shafer	At Large

CITY STAFF

R. Thomas Homan	City Manager
Jacqueline M. Walker	Assistant City Manager
Darren M. Shulman	City Attorney
Daniel W. Whited, P.E.	Public Service Group Director
William L. Ferrigno, P.E.	Public Works Director / City Engineer
Dean P. Stelzer	Finance Director
Brad A. Stanton	Public Utilities Director
David M. Efland, A.I.C.P.	Planning Director

January 2015
City of Delaware, Ohio
Department of Public Works
Division of Engineering Services
20 E. William Street
Delaware, Ohio 43015

NOTICE TO BIDDERS

Pursuant to Article XV Sections 73-75 of the Delaware Charter, sealed bids will be received by the City of Delaware, Ohio, City Hall, 1 South Sandusky Street, Delaware, Ohio 43015 until 11:00 a.m. EST, on Friday, February 13, 2015 at the Office of the City Manager and opened immediately thereafter, for the following:

<u>CONTRACT</u>		<u>ESTIMATE OF COST</u>
Safe Walks 2015 Delaware, Ohio Bid Number 01-15	Base Bid	\$ 146,500 - \$ 162,000

This project consists of the removal and replacement of existing sidewalk at various locations that has been damaged by street trees, as directed by the Engineer, in the W-7 subsection depicted on the enclosed Safe Walks Program Exhibit (Revision 1/15).

Bid documents are available at no charge by contacting the Project Manager at jcoleman@delawareohio.net to register as a plan holder to receive any addendums that may be issued.

Each bid must be accompanied by a Bid Guaranty meeting the requirements 153.54 to 153.57 of the Ohio Revised Code. Bids shall be sealed and addressed to:

City of Delaware, Ohio
City Manager's Office
City Hall
1 South Sandusky Street
Delaware, Ohio 43015

A pre-bid meeting will be held at the City of Delaware, Ohio, Engineering Services, 20 East William Street, Delaware, Ohio 43015 at 11:00 a.m. EST, on Wednesday, February 4, 2015.

Prospective bidders may address inquiries to Jeff Coleman, at (740) 203-1723 or the email above. All inquiries must be submitted no later than 11:00 a.m. EST on Monday, February 9, 2015.

No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. The City of Delaware reserves the right to reject any or all bids, to waive any informality and to award the bid or bids to the lowest responsive and responsible bidder as deemed to be in the best interest of the City, as determined by the City Manager.

Bidder's attention is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions, Davis-Bacon Wages, various insurance requirements, and various equal employment opportunity provisions.

City of Delaware, Ohio
R. Thomas Homan
City Manager

Posted to the City of Delaware Website on or before Tuesday, January 20, 2015.

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders are defined in the Standard GENERAL CONDITIONS of the Construction Contract have the meanings assigned to them in the GENERAL CONDITIONS. The Term "BIDDER" means one who submits a BID directly to **CITY OF DELAWARE, OHIO**, as distinct from a subbidder, who submits a bid to a BIDDER. The term "Successful BIDDER" means the lowest, responsive and responsible BIDDER to whom **CITY OF DELAWARE, OHIO** (along with the CITY of DELAWARE's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Instructions to BIDDERS, the BID Form, and the proposed CONTRACT DOCUMENTS (including all ADDENDA issued prior to receipt of BIDS).

2. COPIES OF BIDDING DOCUMENTS

Complete sets of BIDDING DOCUMENTS must be used in preparing BIDS; neither **CITY OF DELAWARE, OHIO** nor the PUBLIC WORKS DEPARTMENT assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of BIDDING DOCUMENTS.

CITY OF DELAWARE, OHIO and the PUBLIC WORKS DEPARTMENT in making copies of BIDDING DOCUMENTS available on the above terms do so only for the purpose of obtaining BIDS on the WORK and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the WORK, each BIDDER must be prepared to submit within 5 days of **CITY OF DELAWARE, OHIO**'s request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for below (or in the SUPPLEMENTARY INSTRUCTIONS). Each BID must contain evidence of BIDDER'S qualification to do business in the State of Ohio or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each BIDDER before submitting a BID to examine the CONTRACT DOCUMENTS; visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the WORK; consider federal, state, and local LAWS AND REGULATIONS that may affect cost, progress, performance, or furnishing of the WORK; study and carefully correlate BIDDER's observations with the CONTRACT DOCUMENTS; and notify PUBLIC WORKS DEPARTMENT of all conflicts, errors, or discrepancies in the CONTRACT DOCUMENTS.

4.2 Reference is made to the SUPPLEMENTARY CONDITIONS for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the PUBLIC WORKS DEPARTMENT in preparation of the CONTRACT DOCUMENTS. BIDDER may rely upon the accuracy of the technical data contained in such reports but not upon nontechnical data, interpretations, or opinions contained therein for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by the PUBLIC WORKS DEPARTMENT in preparation of the CONTRACT DOCUMENTS. BIDDER may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

- 4.3 Information and data reflected in the CONTRACT DOCUMENTS with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to **CITY OF DELAWARE, OHIO** and PUBLIC WORKS DEPARTMENT by owners of such Underground Facilities or others, and **CITY OF DELAWARE, OHIO** does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the SUPPLEMENTARY CONDITIONS.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the CONTRACT DOCUMENTS due to differing conditions appearing in the GENERAL CONDITIONS.
- 4.5 Before submitting a BID, each BIDDER will, at BIDDER's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the WORK and which BIDDER deems necessary to determine its BID for performing and furnishing the WORK in accordance with the time, price, and other terms and conditions of the CONTRACT DOCUMENTS.
- 4.6 On request in advance, **CITY OF DELAWARE, OHIO** will provide each BIDDER access to the site to conduct such explorations and tests as each BIDDER deems necessary for submission of a BID. BIDDER shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.7 The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by CONTRACTOR in performing the WORK are identified in the CONTRACT DOCUMENTS. All additional lands and access there to required for temporary construction facilities or lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by **CITY OF DELAWARE, OHIO** unless otherwise provided in the CONTRACT DOCUMENTS.
- 4.8 The submission of a BID will constitute an incontrovertible representation by BIDDER that BIDDER has complied with all requirements aforementioned, that without any exception, the BID is premised upon performing and furnishing the WORK required by the CONTRACT DOCUMENTS and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the CONTRACT DOCUMENTS, the prevailing hourly wage rates for the area in which the PROJECT is located, and that the CONTRACT DOCUMENTS are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

5. **INTERPRETATIONS AND ADDENDA**

- 5.1 All questions about the meaning or intent of the CONTRACT DOCUMENTS are to be directed to the PUBLIC WORKS DEPARTMENT in writing. The person submitting the request will be responsible for its prompt delivery. Interpretations or clarifications considered necessary by the PUBLIC WORKS DEPARTMENT in response to such questions will be issued by ADDENDA mailed or delivered to all parties recorded as having received the BIDDING DOCUMENTS. Only questions answered by formal written ADDENDA will be binding. Oral and other interpretations or clarifications will be without legal effect. 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 CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.
- 5.2 ADDENDA may also be issued to modify the BIDDING DOCUMENT as deemed advisable by **CITY OF DELAWARE, OHIO** or PUBLIC WORKS DEPARTMENT.

6. BID SECURITY

6.1 Each BID must be accompanied by a BID security made payable to **CITY OF DELAWARE, OHIO** in the form of either:

1. A BOND for the full amount of the BIDDER's maximum BID price with a corporate Surety approved by **CITY OF DELAWARE, OHIO** and meeting the requirements of the GENERAL CONDITIONS. Use BID guaranty and contract BOND form included herein.
2. A certified check for 10 percent of the BID.
3. A cashier's check for 10 percent of the BID.
4. An irrevocable letter of credit for 10 percent of the BID.

6.2 As soon as the BIDS have been compared, the **CITY OF DELAWARE, OHIO** will return the BID securities of all except the two lowest BIDDERS. When the AGREEMENT is executed, or the period for holding the BIDS had expired and no time extension had been mutually agreed upon, the BID guaranties of the two remaining unsuccessful BIDDERS will be returned.

6.3 A Contract BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate Surety approved by **CITY OF DELAWARE, OHIO**, will be required, if applicable, for the faithful performance of the contract. Use Contract BOND form included herein.

6.4 Attorneys-in-fact who sign BID Guaranty and Contract BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

6.5 The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the Contract BOND, if applicable, within 10 calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, **CITY OF DELAWARE, OHIO** may, at its option, consider the BIDDER in default, in which case the BIDDER will be subject to the liability as set forth in Section 153.54 of the Ohio Revised Code.

7. CONTRACT TIME

The number of days in which, or the dates by which, the WORK is to be substantially completed and also completed and ready for final payment (the CONTRACT TIME) are set forth in the BID Form and the AGREEMENT.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the BIDDING FORMS.

9. SUBSTITUTE OR "OR EQUAL" ITEMS

The CONTRACT, if awarded, will be on the basis of materials and equipment described on the DRAWINGS or specified in the SPECIFICATIONS without consideration of possible substitute or "or equal" items. Whenever it is indicated in the DRAWINGS or specified in the SPECIFICATIONS that a substitute or "or equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to PUBLIC WORKS DEPARTMENT, application for such acceptance will not be considered by the PUBLIC WORKS DEPARTMENT until after the Effective Date of the AGREEMENT. The procedure for submission of any such application by CONTRACTOR and consideration by the PUBLIC WORKS DEPARTMENT is set forth in the GENERAL CONDITIONS and may be supplemented in the GENERAL REQUIREMENTS.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Refer to any supplementary instructions if applicable.

11. BID FORM

- 11.1 The BID FORM is included with the BIDDING DOCUMENTS, and the BID prices must be entered there in, in figures only. In all items, BIDS must be made separately on labor and material and the total price for each unit shall be the "Total (Sum of Labor and Material)". In the event of conflict, the "Total (Sum of Labor and Material)" of the unit price or lump sum BID shall govern.
- 11.2 All blanks on the BID FORM must be completed in ink or by typewriter.
- 11.3 BIDS by corporations must be executed in the corporate name by the president or shown below the signature.
- 11.4 BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The BID shall contain an acknowledgement of receipt of all ADDENDA (the numbers of which must be filled in on the BID FORM).
- 11.7 The address and telephone number for communications regarding the BID must be shown.
- 11.8 The BIDDER is required to execute and submit a Noncollusion Affidavit with his BID.
- 11.9 The successful BIDDER will be further required to furnish **CITY OF DELAWARE, OHIO** with a complete breakdown of the lump sum BID items, to the satisfaction of the PUBLIC WORKS DEPARTMENT, before signing the CONTRACT DOCUMENTS. The lump sum breakdown shall be in sufficient detail to provide a check of claims for partial payment requests.
- 11.10 The quantities listed in the BID are to be considered as approximate and are to be used only for the comparison of the BIDS and as a basis for computing amounts of security or penal sums of BONDS to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities and as they may be increased or decrease by duly authorized CHANGE ORDER. Payments, except for lump sum BIDS, and except for lump sum items in unit price BIDS, will be made to the CONTRACTOR for the actual quantities only of WORK performed or materials furnished in accordance with the CONTRACT DOCUMENTS.

12. SUBMISSION OF BIDS

- 12.1 BIDS shall be submitted at the time and place indicated in the Notice To Bidders and shall be enclosed in an opaque envelope, marked with the PROJECT title (and, if applicable, the designated portion of the PROJECT for which the BID is submitted) and name and address of the BIDDER, and accompanied by the BID security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- 12.2 The BIDDING FORMS are to be completed and submitted with the BID security.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 BIDS may be modified or withdrawn by an appropriate document duly executed (in the manner that a BID must be executed) and delivered to the place where BIDS are to be submitted at any time prior to the opening of BIDS.
- 13.2 If, within 2 business days after the conclusion of the BID opening procedure, any BIDDER files a duly signed, written notice with **CITY OF DELAWARE, OHIO** and promptly thereafter demonstrates to the reasonable satisfaction of **CITY OF DELAWARE, OHIO** that there was a material and substantial mistake in the preparation of its BID, that BIDDER may withdraw its BID and the BID security will be returned, subject to all LAWS and REGULATIONS relating thereto. Thereafter, that BIDDER will be disqualified from further bidding on the WORK to be provided under the CONTRACT DOCUMENTS.

14. **OPENING OF BIDS**

BIDS will be opened, (unless obviously nonresponsive) read, and tabulated. An abstract of the amounts of the base BIDS and major alternates (if any) will be made available to BIDDERS after opening of BIDS.

15. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All BIDS will remain subject to acceptance for 60 days after the day of the BID opening, but **CITY OF DELAWARE, OHIO** may, in its sole discretion, release any BID and return the BID security prior to that date. Should there be any reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between **CITY OF DELAWARE, OHIO** and the BIDDER.

16. **AWARD OF CONTRACT**

- 16.1 **CITY OF DELAWARE, OHIO** reserves the right to reject any and all BIDS, to waive any and all informalities and to negotiate contract terms with the successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional BIDS. Also, **CITY OF DELAWARE, OHIO** reserves the right to reject the BID of any BIDDER if **CITY OF DELAWARE, OHIO** 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 the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by **CITY OF DELAWARE, OHIO**.
- 16.2 In evaluating BIDS, **CITY OF DELAWARE, OHIO** will consider the qualifications of the BIDDERS, whether or not the BIDS comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the BID FORM or prior to the NOTICE OF AWARD.
- 16.3 **CITY OF DELAWARE, OHIO** may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the WORK as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the SUPPLEMENTARY CONDITIONS. **CITY OF DELAWARE, OHIO** also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the WORK when such data is required to be submitted prior to the NOTICE OF AWARD.
- 16.4 **CITY OF DELAWARE, OHIO** may conduct such investigation as **CITY OF DELAWARE, OHIO** deems necessary to assist in the evaluation of any BID, to evaluate any ambiguity in the BID, and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the WORK in accordance with the CONTRACT DOCUMENTS to **CITY OF DELAWARE, OHIO**'s satisfaction within the prescribed time.

- 16.5 If the CONTRACT is to be awarded, it will be awarded to the BIDDER whose evaluation by **CITY OF DELAWARE, OHIO** indicates to **CITY OF DELAWARE, OHIO** that the award will be in the best interests of the PROJECT in accordance with the Notice To Bidders and applicable ordinances and statutes.
- 16.6 If the CONTRACT is to be awarded, **CITY OF DELAWARE, OHIO** will give the successful BIDDER a NOTICE OF AWARD within 60 days after the day of the BID opening, unless the time is extended by mutual agreement between **CITY OF DELAWARE, OHIO** and the BIDDER. Two sets of CONTRACT DOCUMENTS will be furnished to the successful CONTRACTOR at no cost and any additional sets requested will be furnished at cost.

17. CONTRACT SECURITY

The GENERAL CONDITIONS and the SUPPLEMENTARY CONDITIONS set forth **CITY OF DELAWARE, OHIO's** requirements as to performance and payment or CONTRACT BONDS. When the successful BIDDER delivers the executed AGREEMENT to **CITY OF DELAWARE, OHIO**, it must be accompanied by the required performance and payment or CONTRACT BONDS.

18. SIGNING OF AGREEMENT

When **CITY OF DELAWARE, OHIO** gives a NOTICE OF AWARD to the successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the AGREEMENT with all other written CONTRACT DOCUMENTS attached. Within 10 days thereafter the CONTRACTOR shall sign and deliver the required number of counterparts of the AGREEMENT and attached documents to **CITY OF DELAWARE, OHIO** with the required BONDS.

19. WORKERS' COMPENSATION INSURANCE

The CONTRACTOR shall purchase and maintain, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workers' Compensation insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this contract at the site of the PROJECT is not protected under Workers' Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

20. NONDISCRIMINATION IN EMPLOYMENT

- 20.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of the equal opportunity clause.
- 20.2 The CONTRACTOR and each nonexempt construction SUBCONTRACTOR will include a summary of the equal opportunity clause in every nonexempt subcontract. The CONTRACTOR will take such action with respect to and subcontract as is necessary as a means of enforcing the provisions of the equal opportunity clause.

SUPPLEMENTARY INSTRUCTIONS

1. Materials to be incorporated in the WORK may be purchased by the CONTRACTOR free of OHIO state sales tax.
2. Attention is called to the prevailing rate of wages to be paid labor on public improvements in Delaware County as ascertained from the U.S. Department of Labor.
3. Attention is called to the BIDDER that for any BID to be considered, the BIDDER shall bid on all items in the bid schedule in which he bids. Bids submitted for only one or two items in the Bid Schedule, and not all items in the Bid Schedule, shall not be accepted and the BID will be considered nonresponsive.

MINIMUM WAGE RATES

The wages to be paid for a legal days WORK to laborers, workers, or mechanics engaged in WORK under the AGREEMENT at the site of the PROJECT in the trade or occupation listed shall not be less than the wage rate set opposite the same, as predetermined by the Department of Industrial Relations of the State of Ohio in accordance with Section 4115.04 of the Ohio Revised Code.

A copy of the determination is included with the CONTRACT DOCUMENTS and shall be considered a part thereof.

There shall be posted in a prominent and accessible place on the site of the WORK a legible statement of the schedule of wage rates specified in the CONTRACT to the various classifications of laborers, workers, and mechanics employed, said statement to remain posted during the life of each AGREEMENT.

Apprentices will be permitted to WORK only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio apprenticeship council.

The CONTRACTOR or SUBCONTRACTOR is required to file with the contracting public authority upon completion of the PROJECT and prior to final payment therefore, an affidavit stating he has complied with Chapter 4115 of the Ohio Revised Code.