

PROJECT MANUAL FOR  
THE  
VILLAGE OF BYESVILLE, OHIO  
SANITARY SEWER REHABILITATION  
PHASE II

June 2019

PREPARED BY:



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PREPARED FOR:

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Byesville, OH 43723

## SECTION 00010

### TABLE OF CONTENTS

<b>Division 0</b>	<b><u>Bidding and Contracting Requirements</u></b>
00001	Cover Page
00010	Table of Contents
00100	Invitation to Bid
00200	Instructions to Bidders
00300	Information Available to Bidders
00400	Bid Form
00430	Bid Guaranty and Contract Bond
00450	Bidder's Qualifications
00455	Certification of Non-Segregated Facilities
00460	Non-Collusion Affidavit
00470	Proposal Affidavit
00510	Notice of Award
00520	Agreement
00540	Delinquent Personal Property Tax Affidavit
00550	Notice to Proceed
00610	Contract Bond
00620	Application for Payment
00625	Certificate of Substantial Completion
00630	Certificate of Final Completion
00641	Conditional Waiver of Mechanic's Lien
00642	Unconditional Waiver of Mechanic's Lien
00643	Conditional Partial Waiver of Mechanic's Lien
00644	Unconditional Partial Waiver of Mechanic's Lien
00645	Final Affidavit and Waiver of Lien
00700	General Conditions
00800	Supplementary General Conditions
00850	Funding Agency Requirements
00850-B	CDBG General Requirements
00850-C	CDBG Contractor Certifications
00850-D	CDBG Subcontractor Certifications
00880	Prevailing Wage Rates
00890	Permits
00900	Addenda
00940	Work Change Directive
00941	Change Order
00942	Field Order

**Division 1      General Requirements**

01010	Summary of Work
01025	Measurement and Payment
01039	Coordination, Field Engineering and Meetings
01045	Cutting and Patching
01060	Regulatory Requirements
01300	Submittals
01310	Progress Schedules
01400	Quality Control
01500	Construction Facilities and Temporary Controls
01600	Materials and Equipment
01700	Contract Closeout
01730	O&M Data

**Division 2      Site Work**

02015	Closed-Circuit Television Inspection
02750	Service Excavation and Repair
02751	Testing and Grouting of Sewer Joints and Laterals
02754	Manhole Rehabilitation
02755	CIPP Lining
02762	Sewer Line Cleaning
02769	Temporary Bypass Pumping
02770	One-Piece Main-To-Lateral CIP Liner Assembly

## **SECTION 00100**

### **INVITATION TO BID**

The Village of Byesville will receive sealed proposals for the **Village of Byesville, Sanitary Sewer Rehabilitation, Phase II**. Bids will be received until 11:00 A.M., Local Time, on July 11, 2019, at the office of the Owner as listed below.

Bid packages may be delivered by U.S. Mail, express carriers, etc or may be hand delivered between the hours of 8 A.M. and 4 P.M., Monday through Friday to the office of the Owner, the Village of Byesville, 221 E. Main Ave., Byesville, OH 43723 and shall be marked "**Sealed Bid – Village of Byesville, Sanitary Sewer Rehabilitation, Phase II.**"

The project will consist of the televising and structural repair of approximately 700 ft. of 15-inch, 900 ft. of 12-inch, and 6,000 ft. of 8-inch clay sewer and rehabilitating manholes. The opinion of probable cost for this project is \$1,270,000.

Bids must be in accordance with specifications and on forms available from CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at a non-refundable cost of Seventy-Five Dollars (\$75.00) picked up or One Hundred Dollars (\$100.00) mailed.

The bid specifications, drawings, plan holder list, addenda, and other bid information may be obtained via the internet at [www.ctconsultants.com/bidinfo/index.html](http://www.ctconsultants.com/bidinfo/index.html). The Bidder shall be responsible to check for Addenda and obtain same from the web site. Bidding Documents may be examined online; at the office of the Owner, 221 E. Main Ave., Byesville, OH 43723; and the office of the Engineer, CT Consultants, Inc., 148 North High Street, Gahanna, OH 43230, on Mondays through Fridays between the hours of 8 A.M. and 4 P.M.

Bidders who submit a Bid must be a Plan Holder of Record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive.

No Bid will be received unless accompanied by a Bid Guaranty equal to at least 100% of the maximum Bid, or a certified check, cashier's check, or letter of credit equal to at 10% of the maximum Bid, payable to the Owner as a guarantee that after the Bid is accepted, the Bidder will execute and file the Agreement and 100% Performance and Payment Bonds within 10 days of the Notice of Award.

All Contractors and Subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of the project. Domestic steel use requirements as specified in Section 153.011 of the Revised Code apply to this project.

Contractor compliance with the Equal Employment Opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders shall comply with the President's Executive Order No. 11246, Equal Employment Opportunity as amended.

Attention of Bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standard Provisions and the Federal Davis-Bacon Prevailing Wage Rates for Guernsey County, various insurance requirements, various equal opportunity provisions, and other CDBG Requirements.

An optional Pre-Bid Meeting is scheduled for July 2, 2019, 11:00 A.M. at the Byesville Village Hall, 221 E. Main St, Byesville, OH 43723.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no Bidder shall withdraw his Bid within 60 days after the actual opening thereof.

Contract Award shall be made based on the lowest responsive and responsible Bidder.

The Village of Byesville reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which it deems most favorable. Any bid submittals deemed by the Owner to be incomplete or non-responsive will be rejected.

BY THE ORDER OF:

Village of Byesville

Published: 6/25/2019, 7/2/2019

**SECTION 00200**

**INSTRUCTIONS TO BIDDERS**

- A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.
  
- B. Table of Contents

ARTICLE 1	DEFINED TERMS .....	2
ARTICLE 2	COPIES OF BIDDING DOCUMENTS .....	2
ARTICLE 3	QUALIFICATIONS OF BIDDERS .....	2
ARTICLE 4	EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE .....	2
ARTICLE 5	PRE-BID CONFERENCE .....	5
ARTICLE 6	SITE AND OTHER AREAS.....	5
ARTICLE 7	INTERPRETATIONS AND ADDENDA.....	5
ARTICLE 8	BID SECURITY .....	5
ARTICLE 9	CONTRACT TIMES .....	6
ARTICLE 10	LIQUIDATED DAMAGES.....	6
ARTICLE 11	SUBSTITUTE AND "OR-EQUAL" ITEMS.....	6
ARTICLE 12	SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	7
ARTICLE 13	PREPARATION OF BID .....	7
ARTICLE 14	BASIS OF BID; COMPARISON OF BIDS .....	8
ARTICLE 15	SUBMITTAL OF BID .....	9
ARTICLE 16	MODIFICATION AND WITHDRAWAL OF BID .....	9
ARTICLE 17	OPENING OF BIDS .....	9
ARTICLE 18	BIDS TO REMAIN SUBJECT TO ACCEPTANCE .....	10
ARTICLE 19	EVALUATION OF BIDS AND AWARD OF CONTRACT .....	10
ARTICLE 20	CONTRACT SECURITY AND INSURANCE.....	11
ARTICLE 21	SIGNING OF AGREEMENT .....	11
ARTICLE 22	SALES AND USE TAXES.....	12
ARTICLE 23	RETAINAGE.....	12
ARTICLE 24	WAGE RATE DETERMINATION .....	12
ARTICLE 25	LAWS, ORDINANCES, AND REGULATIONS .....	12
ARTICLE 26	FINDINGS FOR RECOVERY .....	12
ARTICLE 27	EEO REQUIREMENTS.....	13
ARTICLE 28	FUNDING .....	13
ARTICLE 29	NOTICE OF SPECIAL CONDITIONS.....	13
ARTICLE 30	FOREIGN CORPORATION AND CONTRACTORS .....	13
ARTICLE 31	OPINION OF PROBABLE COST .....	13

## ARTICLE 1 DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

## ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- 3.02 Bidder must be prepared to submit evidence of Bidder's qualifications to do business in the state where the Project is located prior to award.
- 3.03 Bidder shall submit Section 00450 "Bidders Qualifications" and all information requested therein with the Bid.

## ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 Subsurface and Physical Conditions
- A. Subsurface and physical conditions must be evaluated and verified by Bidder.
- 4.02 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
  - B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.03 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.
- 4.04 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid, if any. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.05 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.06 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;



- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.07 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### ARTICLE 5 PRE-BID CONFERENCE

- 5.01 An optional pre-bid conference will be held at the offices of the Village of Byesville located at 221 E. Main Avenue, Byesville, OH 43723 at 11:00 a.m. on July 2, 2019.

#### ARTICLE 6 SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### ARTICLE 7 INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

#### ARTICLE 8 BID SECURITY

8.01 A Bid must be accompanied by a Bid Guarantee, payable to Owner, in the form of either:

- 1) A Bid Guaranty in the amount of 100% of the Bid, or
- 2) A Certified Check, or Cashier's Check, or a Letter of Credit, pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid.

The Bid Guaranty shall provide for the requirements of Section 153.54 of the Ohio Revised Code, and provide that, upon the recommending of award of the Contract, the Bidder will enter into a Contract in accordance with the Bid, Drawings and Specifications.

8.02 The Bid Guaranty or Bid Bond provided in accordance with Paragraph 8.01 shall be returned to all unsuccessful Bidders immediately after the Contract is executed. The bid security of the successful Bidder shall be returned upon filing of the requisite performance and payment bonds related to the Work.

8.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, the Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited.

8.04 Bid guaranties shall be returned to all unsuccessful Bidders immediately after the Contract is executed.

## ARTICLE 9 CONTRACT TIMES

9.01 The number of days within which, or the dates by which, milestones, if any, are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

## ARTICLE 10 LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## ARTICLE 11 SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such

acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

## ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 In contracts where the Contract Price is on the basis of cost-of-the-work plus a fee, the apparent successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with Owner's written consent.

## ARTICLE 13 PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid

item, alternative, adjustment unit price item, and unit price item listed therein. Bidder shall not leave blanks or place a zero amount for any of the items.

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### ARTICLE 14 BASIS OF BID; COMPARISON OF BIDS

##### 14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and

Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

#### ARTICLE 15 SUBMITTAL OF BID

15.01 Bids will be received for all divisions of the Specifications and all other provisions of the Bidding Documents.

15.02 Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of the Bid Forms and the Bid Bond. The unbound copy of the Bid Forms is to be completed and submitted with the Bid security along with any data required by the Bidding Documents to be attached to and made a condition of the Bid. Additional copies may be obtained from the Issuing Office.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to place indicated in the Advertisement or Invitation to Bid. No relief will be provided for a mailed Bid not being received by the prescribed time. No Bid will be considered which is received after the time set for receiving Bids.

#### ARTICLE 16 MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid 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 prior to the date and time set for receiving Bids.

#### ARTICLE 17 OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An

abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### ARTICLE 18 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 19 EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves without limitation the right to reject any or all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the Successful Bidder; and the right to accept or reject all incomplete nonconforming, nonresponsive, unbalanced, obscure, or conditional Bids, or Bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. Owner reserves the right to reject the Bid of any Bidder if 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 the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider 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.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Bidder shall furnish to Owner all such information and data for

this purpose as Owner may request. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

- 19.06 Owner shall be satisfied that Bidder (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.
- 19.07 If the Contract is to be awarded, it will be awarded to the responsive and responsible Bidder with the lowest Bid whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. Bid from the successful Bidder for the computed total base bid selected by Owner may not necessarily be lower in price than the bid or bids for other alternative combination.
- 19.08 The award and execution of a Contract shall be made within 60 days after the date on which the bids were opened, unless the time for awarding and executing the Contract is extended by mutual consent of Owner or its representatives and the Bidder whose Bid Owner accepts and with respect to whom Owner subsequently awards and executes a Contract.
- 19.09 Owner will not make any award or permit any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension." Each Contractor and supplier (over \$25,000) shall complete the Certification Regarding Debarment, Suspension and Other Responsibility Matters.

## ARTICLE 20 CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required performance and payment bonds and insurances.

## ARTICLE 21 SIGNING OF AGREEMENT

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully



signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 22 SALES AND USE TAXES

22.01 Owner is exempt from Ohio state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

22.02 The Bid shall include all taxes in effect at the time the Bid is submitted. Bidders what are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the State of Ohio Department of Taxation.

22.03 Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

## ARTICLE 23 RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.

## ARTICLE 24 WAGE RATE DETERMINATION

24.01 A federal wage rate determination will be inserted as a part of the Bidding Documents and/or will be on file at the office of the Owner. Bidder shall inspect the wage rate determination and shall incorporate its requirements into its Bid. See the General Requirements for additional requirements.

## ARTICLE 25 LAWS, ORDINANCES, AND REGULATIONS

25.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

## ARTICLE 26 FINDINGS FOR RECOVERY

26.01 By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

## ARTICLE 27 EEO REQUIREMENTS

27.01 Bidder shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the General Conditions.

## ARTICLE 28 FUNDING

28.01 The Project to be constructed pursuant the Contract will be financed with assistance from the U.S. Department of Housing and Urban Development through the assistance of the Ohio Development Services Agency. As such, it is subject to all applicable Federal laws and regulations.

## ARTICLE 29 NOTICE OF SPECIAL CONDITIONS

29.01 Attention of the Bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:

- 1) Insurance Requirements
- 2) Federal Labor Standards Provisions, including Davis-Bacon wage rates
- 3) Requirement for a payment bond performance bond for 100% of Contract Price
- 4) Requirement that all Subcontractor be approved by the Owner
- 5) Time-for-completion and liquidated damages requirements
- 6) Safety Standards
- 7) Contractor's responsibility to obtain permits
- 8) Affirmative Action and Equal Opportunity provisions

29.02 Bidder shall additionally note the requirements for compliance to the laws and regulations as outlined in Paragraph SC-6.09 of the Supplementary Conditions and to the requisite forms and documentation incorporated following the Supplementary Conditions and General Requirements.

## ARTICLE 30 FOREIGN CORPORATION AND CONTRACTORS

30.01 Foreign Corporations definitions: "Foreign Corporation" means a corporation incorporated under the laws of another state.

30.02 No Contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the Bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

## ARTICLE 31 OPINION OF PROBABLE COST

31.01 The Opinion of probable cost related to the project reflected within the Drawings and Specifications is \$1,270,000 as of August 2, 2018.

END OF SECTION

## **SECTION 00300**

### **INFORMATION AVAILABLE TO BIDDERS**

#### **1.01 TELEVISION INVESTIGATIONS**

A. The following Television Investigation report with respect to the project site has been prepared as a service to the Owner: The location of the piping that was videoed is indicated in the drawing, which have been made a part of this bid package. It is noted that the locations are not a part of this phase of work so the information is not specifically relevant.

1. CCTV Report for the Village of Byesville. Videos may be reviewed at the office of the Engineer by making an appointment. Call 614-471-7310 to make arrangements.

#### **2.01 INTERPRETATION**

- A. No representation or warranty is made by CT Consultants, Inc. or the Owner of the adequacy or content of this Information Available to Bidders.
- B. Information Available to Bidders is not a part of the Contract Documents.

**END OF SECTION**