

Crackel Subdivision Sanitary Sewer – Phase 3

Village of West Union

WPCLF Funded Project

March 2020

190123

VILLAGE OF WEST UNION OFFICIALS

ADMINISTRATION

Jason Buda, Mayor

Jerry Kirker, Village Administrator

Shelley Gifford, Treasurer

Jerry Kirker, Fire Chief

Tim Sanderson, Police Chief

Tanya Johnson, Clerk

COUNCIL

Randy Brewer

Stephen Rothwell

Jason Francis

John R. Lafferty

Ted Grooms

Mark Brewer

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the Clerk's Office, Village of West Union, 33 Logans Lane, West Union, Ohio 45693 until 2:00 p.m. on March 26, 2020 and will be opened and read immediately thereafter for the

**CRACKEL SUBDIVISION SANITARY SEWER – PHASE 3
WPCLF FUNDED PROJECT
OPINION OF PROBABLE CONSTRUCTION COST: \$2,025,000.00
COMPLETION DATE:
SUBSTANTIAL: MAY 11, 2021
RESTORATION: JUNE 8, 2021**

Bids must be in accordance with plans & specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Twenty-Five Dollars (\$125.00). Instructions for obtaining hard copies of the documents (including bid forms) are at www.ctconsultants.com/bidinfo/index.html.

The drawings, bid specifications (without bid forms), plan holders list, addenda, and other bid information may be viewed, downloaded, and/or printed at no charge via the web site. The bidder shall be responsible to check for Addenda and obtain same from the web site prior to submitting a bid.

There will be a Pre bid Conference on March 18, 2020 at 10:00 a.m. at the Village Utility Office, 11700 State Route 41, West Union, Ohio 45693.

This project will be funded by the Water Pollution Control Loan Fund Program as administered by the Ohio Environmental Protection Agency and the Ohio Water Development Authority. The Contractor shall note that there are Disadvantaged Business Enterprise participation goals for this project.

Publish: *People's Defender*
March 11, 2020
March 18, 2020

TABLE OF CONTENTS

| | <u>Page No.</u> |
|--|-------------------|
| Title Page | i |
| Officials Page | ii |
| Advertisement for Bids/Public Notice to Bidders | iii |
| Table of Contents | iv - vii |
| | |
| SECTION 1 <u>BID DOCUMENTS AND BID FORMS</u> | |
| Instructions to Bidders | BD.1 - BD.8 |
| | |
| <u>**ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID**</u> | |
| Form of Non-Collusion Affidavit | BF.1 |
| Corporate Resolution | BF.2 |
| Proposed Subcontractors | BF.3 |
| Experience Record | BF.4 |
| Insurance Agent Affidavit | BF.5 |
| Supplemental Bond Acknowledgement | BF.6 |
| Bid Security | BF.7 |
| Proposal Forms – Base Bid, Alternate A, Alternate B | BF.8 - BF.11 |
| EEO Certification | EPA.1 |
| Debarment Form 5700-49 | EPA.2 |
| MBE/WBE Data Sheet I | EPA.3 |
| | |
| SECTION 2 <u>CONTRACT FORMS</u> | |
| Notice of Award | CF.1 |
| Contract and Certificates of Fiscal Officer & Legal Counsel | CF.2 - CF.3 |
| Contract Bond, Certificates of Insurance & Worker's Comp. | CF.4 |
| Delinquent Personal Property Statement | CF.5 |
| Lobbying Affidavit | CF.6 |
| Escrow Agreement for Contractor's Retainage | CF.7 |
| Escrow Waiver | CF.8 |
| Notice to Proceed | CF.9 |
| MBE/WBE Form 1A – 6100-3 Proposed MBE/WBE Subcontractor* | CF.EPA.4–CF.EPA.5 |
| * To be signed by Bidder & Proposed Subcontractor – attach MBE/WBE Certificate | |
| MBE/WBE Form 1B – 6100-4 MBE/WBE Subcontractor List** | CF.EPA.6–CF.EPA.7 |
| ** Summary of All Subcontractors to be signed by Bidder | |
| American Iron & Steel | CF.EPA.8 |
| Findings for Recovery and Notifications | N.1 |
| OWDA Contractor Payment Instruction Form | OWDA.PIF.1 |

SECTION 4 SUPPLEMENTARY CONDITIONS

SC.1 - SC.7

SECTION 5 SPECIFICATIONS**DIVISION 1 - GENERAL REQUIREMENTS**

| | |
|-----------|---|
| 011100 | SUMMARY OF WORK |
| 011419 | USE OF SITE |
| 011423 | ADDITIONAL WORK, OVERTIME |
| 012300 | ALTERNATES |
| 013119 | PROJECT MEETINGS |
| 013216 | CONSTRUCTION PROGRESS SCHEDULE |
| 013223 | SURVEY AND LAYOUT DATA |
| 013236 | VIDEO MONITORING AND DOCUMENTATION |
| 013319 | FIELD TEST REPORTING |
| 013323 | SHOP DRAWINGS, PRODUCT DATA AND SAMPLES |
| 013326 | PRODUCT TESTING AND CERTIFYING |
| 013326.01 | QUALITY CONTROL PLAN |
| 013543 | ENVIRONMENTAL PROTECTION |
| 014126 | GENERAL REGULATIONS AND PERMITS |
| 014223 | INDUSTRY STANDARDS |
| 014323 | QUALIFICATIONS OF TRADESMEN |
| 015526 | TEMPORARY TRAFFIC CONTROL DEVICES |
| 015713 | TEMPORARY EROSION CONTROL |
| 016600 | PRODUCT HANDLING AND PROTECTION |
| 017800 | FINAL COMPLIANCE AND SUBMITTALS |
| 017821 | CLEANING AND PROTECTION |
| 017823 | MAINTENANCE MANUALS |
| 017839 | PROJECT RECORDS, DRAWINGS |
| 018000 | SYSTEM PERFORMANCES |

DIVISION 2 - EXISTING CONDITIONS

| | |
|--------|--|
| 024100 | DEMOLITION |
| 014119 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS |
| 026500 | UNDERGROUND STORAGE TANKS REMOVAL |

| | |
|-----------|--|
| | DIVISION 3 - CONCRETE |
| 030000 | CONCRETE |
| 034000.02 | PRECAST CONCRETE MANHOES |
| 034000.08 | PRECAST CONCRETE VAULTS |
| | DIVISION 8 - OPENINGS |
| 083113 | ALUMINUM ACCESS DOORS |
| | DIVISION 26 - ELECTRICAL |
| 260500 | GENERAL PROVISIONS |
| 260504 | BASIC ELECTRICAL MATERIALS AND METHODS |
| 263200 | STANDBY ELECTRICAL GENERATOR SYSTEM |
| | DIVISION 31 - EARTHWORK |
| 310000 | EARTHWORK |
| 312323.33 | LOW STRENGTH MORTAR BACKFILL |
| | DIVISION 32 - EXTERIOR IMPROVEMENTS |
| 320113.62 | ASPHALT SURFACE TREATMENT |
| 321000 | PAVEMENT REPLACEMENT |
| 321001 | FULL-DEPTH RECLAMATION |
| 321216 | ASPHALT CONCRETE PAVING AND MATERIALS |
| 329219 | SEEDING |
| 329223 | SODDING |
| 329300.23 | TREE, SHRUBS AND GROUND COVER |
| | SECTION 33 - UTILITIES |
| 330507.13 | HORIZONTAL DIRECTIONAL DRILLING |
| 330533.23 | HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS |
| 331216.02 | PLUG VALVES |
| 333100 | SANITARY SEWER SYSTEM |
| 333213 | PRE-PACKAGE WASTEWATER PUMP STATIONS |
| | SECTION 40 – PROCESS INTEGRATION |
| 407113 | FLOW METERS |

| | | |
|------------|---|--------------|
| SECTION 6 | <u>STANDARD SPECIFICATIONS</u> | SS.1 |
| SECTION 7 | <u>SPECIFIC PROJECT REQUIREMENTS</u> | SR.1 – SR.2 |
| SECTION 8 | <u>SPECIAL REQUIREMENTS – EPA</u> | |
| | MBE/WBE Policy | SR-EPA.1 – |
| | | SR-EPA.13 |
| | Violating Facilities | SR-EPA.14 |
| | SBRA | SR-EPA.15 |
| | WPCLF Payments | SR-EPA.16 |
| | Local Protest Procedure | SR-EPA.17 |
| | Continuous Treatment Provisions | SR-EPA.18 |
| | WPCLF Contract Change Order | SR-EPA.19 |
| | Buy American Requirements for Iron and Steel Products | SR-EPA.20 – |
| | | SR-EPA.56 |
| SECTION 9 | <u>WAGE RATES</u> | |
| | Davis-Bacon Wage Rate Requirements | DB.1 – DB.10 |
| | Davis-Bacon Prevailing Wage Schedule | |
| SECTION 10 | <u>APPENDIX</u> | |
| | Easements | |

SECTION 1
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.
- 1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 90 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1 Before submitting a bid, each Bidder must
 - A. Examine the Contract Documents thoroughly.
 - B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.
 - C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
 - D. Study and carefully correlate Bidder's observations with the Contract Documents.

- 2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.
- 2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience,

skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.

- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.
- 4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.
- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication

be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."

- 6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.
- 6.4 In evaluating bids, the Owner may consider:
 - A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
 - B. Financial ability and soundness of the Bidder and proposed subcontractors.
 - C. Completeness of all bid forms and bid requirements.
 - D. Alternates and unit prices requested in the Bid Forms.
 - E. Unit prices or schedules of values that are or appear to be unbalanced.
 - F. Previous contractual experience with the Owner.
 - G. Whether or not the bid package complies with the prescribed requirements.
 - H. The proposed completion date, if applicable.
 - I. Any other matter allowed by law or local ordinance or resolution.
- 6.5 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.6 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 6.7 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on

Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

PART 8 CONTRACT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.
- B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."

- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 90 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 90-day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.4 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.
- 11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.
- 11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.
- 11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.
- 12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

- 13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

PART 14 ADDENDA

- 14.1 The bidder shall be responsible to obtain Addenda from the web at www.ctconsultants.com/bidinfo/index.html.

END OF SECTION 02/2020