

PERKINS TOWNSHIP TRUSTEES
2610 Columbus Avenue
Sandusky, Ohio 44870

***SCHILLER AVE.
SIDEWALK IMPROVEMENTS PROJECT***

IN

PERKINS TOWNSHIP, ERIE COUNTY, OHIO

PERKINS TOWNSHIP TRUSTEES

*Timothy A. Coleman
James Ommert
James Lang*

TABLE OF CONTENTS

- NOTICE TO BIDDERS
- INSTRUCTION TO BIDDERS
- PROPOSAL
- BID GUARANTY AND CONTRACT BOND
- MAINTENANCE AND GUARANTEE BOND
- CONTRACTOR QUALIFICATIONS
- NON-COLLUSION AFFIDAVIT
- R.C. CERTIFICATION
- NON-DISCRIMINATION AGREEMENT
- AFFIDAVIT OF CONTRACTOR UNRESOLVED FINDINGS FOR RECOVERY
- DRUG FREE WORKPLACE PROGRAM
- AFFIDAVIT OF CONTRACTOR
- AFFIDAVIT OF SUBCONTRACTOR
- PREVAILING WAGE AFFIDAVIT OF CONTRACTOR
- WAGE RATES
- INFORMATION FOR BIDDERS
- SPECIFICATIONS
- CONTRACT LIMITATION CERTIFICATE
- WAIVER

THE UNDERLINED FORMS ARE TO BE COMPLETED AND SUBMITTED WITH BID

NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Perkins Township Trustees, 2610 Columbus Ave., Sandusky, Ohio 44870 not later than 2:00 p.m., Local time, Friday, November 8th, as per O.R.C. 307.86 et seq., and opened at 2:00 p.m., to furnish all labor, material, tools and transportation for the following described improvement:

**Schiller Ave. Sidewalk Improvements Project
in
Perkins Township, Erie County, Ohio**

All businesses, including minority owned, female owned, or small businesses are encouraged to submit bids.

Specifications may be examined at the Perkins Township Public Works Department, 2610 Columbus Avenue, Sandusky, Ohio;

Copies of the bidding documents may be obtained at the Perkins Township Public Works Department in accordance with the Instructions to Bidders upon the deposit of the sum of Twenty Dollars (\$20.00) cash or check, for each set. Deposit is non-refundable. An additional charge of Ten Dollars (\$10.00) will be made for postage and handling of plans and specifications, non-refundable. Documents can be shipped via UPS upon bidder providing UPS account number. Check shall be payable to Perkins Township. **If bidder fails to pay the deposit, the bid will not be accepted.**

The bid guaranty may be of two forms:

A Bid Guaranty and Contract Bond using the form in the Contract Documents. (The amount of the bid does NOT have to appear on this form.)

A certified check, 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 drawn in favor of the Perkins Township Trustees. If the Contract is awarded, a Contract Bond will be required, which is one hundred percent (100%) payment and performance bond.

No bidder may withdraw his bid within 60 days after the actual date of bid opening.

Where there is reason to believe that collusion exists among bidders, the bids of those involved will be rejected.

Bidders are advised that Section 5719.042 of the Ohio Revised Code provides that no contract shall be awarded until the successful bidder submits a statement informing the Township Trustees of any delinquent personal property taxes owed to Erie County.

Seal and endorse your bid, "Schiller Ave. Sidewalk Improvements Project, Perkins Township, Erie County, Ohio".

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later

than June 1, 2025. All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, 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 must comply with the prevailing wage rates on Public Improvements in Perkins Township, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Failure to complete the work within the time specified in the proposal will be cause for liquidated damages to be deducted by the Township in accordance with the schedule listed in Section 108.07 of the State of Ohio Department of Transportation specifications.

THE SUCCESSFUL BIDDER SHALL ENTER INTO A CONTRACT THAT INCLUDES ALL REQUIREMENTS CONTAINED IN THE BID SPECIFICATIONS.

The Notice To Bidders is posted on the internet and may be viewed at: <http://www.perkinstownship.com>.

The Perkins Township Trustees reserve the right to waive any informalities or to reject any or all bids.

By order of the Perkins Township Trustees of Erie County, Ohio.

By: Alexis Koch
Fiscal Officer

Publish: October 29th, 2024

INSTRUCTION TO BIDDERS

Proposals shall be submitted on the blank forms, which will be provided and all conditions of the printed advertisement complied with; all blank spaces for each item bid upon must be fully filled in with prices stated in numerals. Signature must be written (not typed or printed).

Sealed proposals will be received at the Perkins Township Service Facility, 2610 Columbus Avenue, Sandusky, Ohio until 2:00 p.m., local time, Friday, November 8th, 2024.

Bids will be opened and publicly read at the Perkins Township Service Facility, 2610 Columbus Avenue, Sandusky, Ohio at 2:00 p.m., local time, Friday, November 8th, 2024, as per O.R.C. 307.86 et seq. The envelope containing the bid shall be marked "Schiller Ave. Sidewalk Improvements Project, Perkins Township, Erie County, Ohio".

The competency of the bidders, and the time of completion of the work will be given due consideration before the award of any contract.

Failure to complete the work within the time specified in the proposal will cause liquidation damages accruing to the county in accordance with the schedule listed in Section 108.07 of the State of Ohio Department of Transportation specifications for each day that the date of final completion exceeds the completion date entered as June 1, 2025.

All bidders will be held to have thoroughly acquainted themselves with all conditions pertaining to the work and to have visited the site and to have familiarized themselves with exact conditions existing.

Bidders attention is directed to paragraph "Insurance" in the "Information to Bidders" of the specifications wherein is described types and amounts of insurance to be furnished by those awarded work on the project.

All proposals must contain the name of every person interested therein. Bidders are required to accompany each bid with a bid guaranty bond, pursuant to Ohio Revised Code section 153.571, in the full amount of the bid, OR a certified check, a 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.

Successful bidder must furnish the Township with taxpayer identification number. Internal Revenue Code requires the Township to file an information return by January 31 of the following year on all payments made to another person of \$600.00 or more. Section 3406 of the Internal Revenue Code requires the Township to withhold at a rate of 20 percent if a payee fails to furnish a correct taxpayer identification number, and the backup withholding requirement continues until the requested information is received.

The proposal bond or certified check submitted with the bid will be held as a guarantee that if the proposal is accepted, a contract will be entered into. Proposal bonds and certified checks will be returned to all bidders after the contract has been entered into and secured by a performance bond of one hundred (100) percent of the contract, with a satisfactory surety, for the faithful performance of the work.

If the surety or surplus lines company is not approved by the State of Ohio, the bid shall be deemed non-responsive and SHALL be rejected, in accordance with Ohio Revised Code Sections 9.311(A) and 9.311(B):

9.311(A). A bid for a contract with the state or any political subdivision, district, institution, or other agency thereof, for the rendering of services, or the supplying of materials, or the construction, demolition, alteration, repair, or reconstruction of any public building, structure, highway, or other improvement shall be deemed nonresponsive and shall be rejected if the bidder submits with his bid a bid bond, performance bond, payment bond, or combination of such bonds, executed by a surety not licensed, or a surplus lines company not approved, by the superintendent of insurance to execute such a bond in the state.

9.311(B). All such bonds shall affirmatively state on their face that the surety is authorized to execute bonds in the state and that the liability incurred is within the limits of section 3929.121 of the Revised Code. Failure to include this statement shall not cause the bid to be deemed nonresponsive and rejected if the surety is in fact authorized to execute bonds in the state and the liability incurred is within the limits of section 3929.121 of the Revised Code."

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and bidders must also employ, so far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interference with any contractor. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least 60 days.

The Board of Perkins Township Trustees reserves the right to reject any and all bids and waive any informalities in bidding.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he shall submit to the owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by Addendum duly issued up to one week prior to bid date and a copy of such Addendum will be mailed or delivered to each person receiving set of such documents.

The Board of Perkins Township Trustees will not be responsible for any other explanation or interpretations of the proposed documents.

FORM OF PROPOSAL

TO: Board of Perkins Township Trustees
2610 Columbus Avenue
Sandusky, Ohio 44870

Trustees:

Pursuant to your "Information for Bidders", the undersigned have familiarized _____ with local conditions affecting the cost of the work and with the contract documents, including Information for Bidders, Advertisement for Bids, General Conditions, the Form of Proposal, the Forms of Bonds, etc., drawings and specifications on file in the office of the Perkins Township Public Works Department, hereby propose(s) to furnish all labor, materials, necessary tools, expendable equipment, and all transportation services necessary in accordance with the contract documents to complete the Schiller Ave. Sidewalk Improvements Project, Perkins Township, Erie County, Ohio, as required by the specifications.

1.1 PROPOSAL

- A. Having fully examined and understanding the Bidding Documents for the **Schiller Ave. Sidewalk Improvements Project, Perkins Township, Erie County, Ohio** prepared by the Perkins Township Public Works Department, Sandusky, Ohio 44870 and being familiar with the local conditions affecting the Work, and having correlated our personal observations with the requirements of the proposed Contract Drawings, the undersigned proposes and agrees to furnish all materials and perform all labor required to complete the Work for the following sum:

1.2 BASE BID

- A. General
1. Base Bid shall include all applicable bonds, insurance, inspections, allowances as specified and/or bid, supervision, and coordination with all other trades and contractors.
 2. All Bidders shall fill in the Unit Prices Form.
 3. All Bidders must bid all Alternates wherever they are applicable to their bid.

1.3 ADDENDA

- A. All of the Addenda have been included in this Bid and are listed below:

<u>Addendum</u>	<u>Dated</u>
No. 1	_____
No. 2	_____
No. 3	_____

1.4 BIDDER REPRESENTS

- A. The Bidder represents that he/she has read and understands the Bid Documents; has visited the Site and has familiarized themselves(s) with conditions under which the work is to be performed; that they understand no claim will be considered for misinterpreting the Bid Documents or conditions at the Site; and that the Bid is without exception.
- B. The Bidder represents that he/she shall pay the State of Ohio Prevailing Rates of Wages under his Contract in accordance with Section 4115.03 through 4115.16 of the Ohio Revised Code.

1.5 BID SECURITY

- A. The Bidder attaches a Certified Check, Cashier's Check, or a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of Ten percent (10%) of the Bid as a guarantee that he will enter into a Contract and execute the required Performance and Payment Bond or attaches a Bid Guaranty and Contract Bond as attached to this Bid form. If attached form is not used for bid security, such shall be used as Contract (Payment and Performance) Bond.

PROPOSAL

**PERKINS TOWNSHIP TRUSTEES
SANDUSKY, OHIO**

**Date of Letting: Friday, November 8, 2024 @ 2:00 p.m. – Receive
Friday, November 8, 2024 @ 2:00 p.m. – Open**

For: Schiller Ave. Sidewalk Improvements Project, Perkins Township, Erie County, Ohio

In accordance with plans and specifications by: Perkins Township Public Works Department

The undersigned, having full knowledge of the site, plans and specifications for the above improvement, hereby agrees to furnish all services, labor and materials and equipment necessary to complete the same by June 1, 2025, according to the plans and specifications and to accept in full compensation for the work for each item in the Proposal the unit price as specified below.

The unit price specified in the column marked "Unit Price" bid will govern the award of the contract.

Bidder shall tab both the proposal and bid bond so that said tabs are clearly visible upon the opening of the bid.

Each bidder shall be required to file with his bid a certified check in the amount of 10 % of the bid, or a bid bond for the amount 100% of the bid which check or bond will be forthwith returned to him in the case of the contract is awarded to another bidder, or in case of a successful bidder when he entered into a contract and furnished a bond as required by law.

On acceptance of the proposal for said work, _____ do hereby bind _____ to enter into a written contract with the Perkins Township Trustees of Sandusky, Ohio within ten days from date of notice of award.

**NOTICE: Proposals must be sealed and addressed:
Perkins Township Trustees and
showing the name of the project**

Contractor

By

Street (Not PO Box)

City/State/Zip Code

Schiller Ave. Sidewalk Improvements Project

ODOT ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITIES	UNIT PRICE	TOTAL COST
Removals					
201	Tree Removal	LS	1		
202	Curb Removed (Include Excavation & Disposal)	LF	20		
202	Concrete Walk Removed (Include Excavation & Disposal)	SY	1,122		
202	Excavation	CY	22		
252	Full Depth Pavement Sawing	LF	1,175		
			REMOVALS TOTAL =		
Improvements					
409	Sealing, misc. (joints)	LF	1,175		
608	Concrete Walk (Width/thickness Varies - See Plan)	SF	11,010		
608	ODOT Curb Ramp w/ Detectable Warning	EA	2		
646	Pavement Marking (Crosswalk Striping)	LS	1		
653	4" Topsoil Furnished & Placed	CY	70		
659	Seeding & Mulching, Class 1 (Including incidental topsoil)	SY	600		
			IMPROVEMENTS TOTAL =		
Miscellaneous Items					
103.05	Premium for Contract Performance & Maintenance Bond	LS	1		
614	Maintaining Traffic, One Lane Closure on Two Lane Highway	LS	1		
624	Mobilization	LS	1		
MISC	General Contractor Layout	LS	1		
			MISCELLANEOUS TOTAL =		
			PROJECT TOTAL =		
			PROJECT TOTAL COST =		

BID PROPOSAL

SIGNATURES:

- A. If Bidder is a corporation, fill in these blanks:

Name of Corporation

State in which incorporated

Address of corporate headquarters - Zip Code

() _____

Area Code Telephone Number

Signature of Officer

1. Signature of an officer authorized to make this agreement. If other than a President or Vice President, a copy of the resolution giving authorization from the Board of Directors is required:

Officer's Printed name and Corporate Office

Business address - Zip Code

() _____
Area Code Telephone Number

B. If Bidder is a foreign Corporation, fill in the following in addition to the above:

Statutory Agent

Address of Statutory Agent

() _____
Area Code Telephone Number

C. If the Bidder is a partnership, fill in the following blanks:

Name of Partnership

List the names of each partner:

1) Signature(s) of number of partners required to bind partnership:

Signature of Partner Signature of Partner

Partnership's Business Address - Zip Code

() _____
Area code Telephone Number

D. If the Bidder is an individual, fill in the following blanks:

Name of Individual

Signature

Business Address - Zip code

()

Area Code Telephone

BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

(Name and Address)

as Principal and _____

(Name of Surety)

_____ as Surety are hereby held and firmly bound unto Perkins Township, Ohio, hereinafter called the 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:

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 _____ dollars (\$_____).

(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 referenced 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 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, materialman, 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 ways affect the obligations of said Surety on this 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 _____, 20_____
PRINCIPAL:

BY: _____

TITLE: _____

SURETY: _____

BY: _____

Surety Company Address:

Street

City State Zip

Agency Name

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
Contractor, as Principal, and _____, as Surety, are held and firmly bound unto
the _____ hereinafter called the Owner, in the sum of
_____ Dollars (\$ _____)
good and lawful money of the United States of America, to be paid to said Owner, its legal
representatives and assigns, for which payment well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors and assigns, and each and every one of them jointly and
severally, firmly by these presents.

WHEREAS, the above named Principal has entered into a certain written Contract with the Owner,
dated _____ day of _____ A.D., 20____, for
construction of work entitled _____
(herein after called the Contract) which Contract and Specifications for said work shall be deemed
a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and
under said Contract, the above named Principal has agreed with the Owner that for a period of one
year from the date of payment of Final Estimate, to keep in good order and repair any defect in all
the work done under said Contract either by the Principal or his Subcontractor, or his material
suppliers, that may develop during said period due to improper materials, defective equipment,
workmanship or arrangements, and any other work affected in making good such imperfections,
shall also be made good all without expense to the Owner, excepting only such part or parts of said
work as may have been disturbed without the consent or approval of the Principal after the final
acceptance of the work, and that whenever directed so to do by the Owner by notice served in
writing, either personally or by mail on the Principal at _____ OR
_____ Legal representatives, or successors,
or on the Surety at _____ WILL
PROCEED at once to make such repairs as directed by said Owner; and in case of failure so to do
within one week from the date of service of such notice, or within reasonable time not less than one
week, as shall be fixed in said notice, then the Owner shall have the right to purchase such
materials and employ such labor and equipment as may be necessary for the purpose, and to
undertake, do and make such repairs, and charge the expense thereof to, and receive same from said
Principal or Surety. If any repair is necessary to be made at once to protect life and property, then
and in that case, the Owner may take immediate steps to repair or barricade such defects without
notice to the Contractor. In such accounting, the Owner shall not be held to obtain the lowest
figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be
charged to the Principal or Surety. In this connection the judgment of the Owner is final and
conclusive. If the said Principal for a period of one (1) year from the date of payment of Final
Estimate, shall keep said work so constructed under said contract in good order and repair,
excepting only such part or parts of said work which may have been disturbed without the consent
or approval of said Principal after the final acceptance of the same, and shall whenever notice is
given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall
reimburse said Owner for any expense incurred by making such repairs, should the Principal or
Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the
Owner from all suits and actions for damages of every name and description brought or claimed
against it for or on account of any injury or damage to person or property received or sustained by
any party or parties, by or from any of the acts or omissions or through the negligence of said

CONTRACTOR QUALIFICATIONS

DUE WITH SUBMITTAL OF BIDS

**SUBMITTED TO: Board of Perkins Township Trustees
2610 Columbus Avenue, Sandusky, Ohio 44870**

SUBMITTED BY:

NAME: _____

ADDRESS: _____

PRINCIPAL
OFFICE: _____

List of Projects of similar size and type to show five (5) years experience. Fill in the Project name, address, and name and telephone number of reference contact person for minimum of five projects.

CONTRACTOR'S QUALIFICATIONS FORM			
NO.	PROJECT NAME AND DESCRIPTION	PROJECT LOCATION	CONTACT PERSON AND TELEPHONE
1.			
2.			
3.			
4.			
5.			

Principal, servants, agents, or employees, in the prosecution of the work included in said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20__.

Signed, Sealed and Delivered

In the Presence of:

_____ (Seal)

_____ (Seal)

I hereby approve the form and correctness of the foregoing bond.

Owner's Legal Officer