

VILLAGE OF WESTFIELD CENTER

WESTFIELD CENTER, OHIO

## **SPECIFICATIONS FOR 2010 SANITARY SEWER RELINING IMPROVEMENTS PROJECT**

**ADDENDUM NO. 1**

**March 23, 2010**

All prospective bidders are hereby notified that this addendum forms a part of the contract documents and modifies the original bidding documents dated March 2010. Acknowledge receipt of this addendum in the space provided in the bid proposal section of the specifications. Failure to do so may subject the bidder to disqualification.

**PREPARED BY:**

**GGJ, INC.  
35585 Curtis Blvd., Unit C  
Eastlake, Ohio 44095  
(440) 953-1567 (voice)  
(440) 953-0580 (fax)**

**Please acknowledge receipt by signing below and  
*faxing back this cover sheet only ASAP to  
(440)953-0580.***

**COMPANY** \_\_\_\_\_

**NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

## **CONTRACT SPECIFICATIONS**

### **General Comments**

- Item 1 - Bid Date will be rescheduled from "1:00 P.M. on Tuesday, March 30, 2010" to "1:00 P.M. on Friday, April 9, 2010".
- Item 2 - An additional Pre-Bid Meeting will be held at 11:00 A.M. on Tuesday, April 6, 2010.
- Item 3 - The project will be awarded through the Village's Board of Public Affairs (BPA). The contact to the BPA is Board President Kenneth Powell.
- Item 4 - Work to be conducted under the supervision of Village Wastewater Treatment Plant and Collection System Superintendent Dave Pitsenbarger.

### **Section 00002 – City Officials**

**REPLACE** Entire Section.

### **Section 00020 – Invitation to Bid**

**REPLACE** Entire Section.

### **Section 00100 – Instruction to Bidders**

**REPLACE** Entire Section.

VILLAGE OF WESTFIELD CENTER, OHIO  
2010 SANITARY SEWER RELINING IMPROVEMENT

VILLAGE OFFICIALS

ADMINISTRATION

Thomas G. Horwedel, Mayor  
Susan L. Ewers, Fiscal Officer  
William Hutson, Law Director  
David L. Pitsenbarger, Village Superintendent

COUNCIL

Richard M. Robbs, President, ProTem  
Patricia A. Edington, Member  
Terry Bittner, Member  
Darryl Chidsey, Member  
Gregory A. Oakes, Member  
Anita Weaver, Member

BOARD OF PUBLIC AFFAIRS

Kenneth Powell, President  
Wayne J. Noall, Member  
Gary Ewers, Member

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**SECTION 00020**

**INVITATION TO BID**

Sealed proposals will be received at the Office of the Mayor, 6701 Greenwich Rd., Westfield Center, Ohio 44251 until 1:00 o'clock P.M. Local Time on Friday, April 9, 2010, or as may be amended by written Addenda, and will be opened and read immediately thereafter for the:

**VILLAGE OF WESTFIELD CENTER, OHIO  
2010 SANITARY SEWER RELINING IMPROVEMENTS**

**PROJECT DESCRIPTION:** Relining of existing 8" and 12" sanitary sewers using the Cured in Place Pipe (CIPP) or Fold & Form method.

**COMPLETION DATE:** 90 CALENDAR DAYS

Contract Documents may be examined at the following locations:

**ENGINEER:**  
GGJ, Inc.  
35585 Curtis Blvd., Unit C  
Eastlake, Ohio 44095  
(440) 953-1567

**OWNER:**  
Village of Westfield Center  
6701 Greenwich Rd.  
Westfield Center, Ohio 44251  
(330) 887-5151

Dodge Reports  
6200 Rockside Woods Blvd., Suite 310  
Independence, Ohio 44131  
(216) 901-1589

Plans, specifications and bidding blanks may be obtained at the above office of the ENGINEER upon payment of Fifty DOLLARS (\$50.00) **NON-REFUNDABLE**. Contract Documents will be mailed as soon as possible after receipt of request and payment for such documents. Checks shall be made payable to GGJ, INC.

A bid security must be submitted with the bid. The bid security shall be in the form of a Certified check, a Cashiers check, or an Irrevocable Letter of Credit for an amount equal to ten percent (10%) of the bid; OR a Bond for 10% of the AMOUNT of the bid. Said bid security shall be made payable to the OWNER and is to be held as a guarantee that in the event the bid is accepted and a contract is awarded to the BIDDER, the contract will be duly executed and its performance properly secured.

The successful BIDDER will be required to furnish a Contract Performance Bond in an amount not less than one hundred percent (100%) of the total price bid for the complete work, said Bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds".

**BONAFIDE BIDDER REQUIREMENTS:** Bid Proposals will **ONLY** be opened and/or received from Bonafide Plan Holders. Any Bid Proposal(s) received by a non-Bonafide Plan Holder, will be deemed invalid.

Questions by prospective bidders concerning this project should be directed to the ENGINEER'S Mr. John Sabo, P.E., Monday through Friday between 9:00 A.M. and 4:00 P.M. No questions will be taken during any other time.

Each bid proposal must be made upon the blanks furnished with the Contract Documents and must be delivered to Office of the Mayor, 6701 Greenwich Rd., Westfield Center, Ohio 44251, prior to the time on the date stated above.

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

A pre-bid meeting will be held at 11:00 A.M. on Tuesday, April 6, 2010 at the City Hall located on 6701 Greenwich Rd., Westfield Center, Ohio 44251. All Contractors interested in bidding should attend. A visual inspection of the project will be conducted after the meeting.

**Non-Discrimination in Employment** – Bidders on this work will be required to comply with the President's Executive Order No. 11246 in that employees and applicants for employment shall not discriminate against because of race, color, religion, sex or national origin. The requirements under this order are explained in the contract documents.

**WAGE RATES** - Each employee employed by the CONTRACTOR or any SUBCONTRACTOR and engaged in work on the project under this contract shall be paid the prevailing wage established by the Department of Industrial Relations of

the State of Ohio, as provided by the appropriate sections of the Ohio Revised Code. This shall occur regardless of any contractual relationship which may be said to exist between the CONTRACTOR or any SUBCONTRACTOR and such employee.

The OWNER 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.

BY ORDER OF

Village of Westfield Center  
Mayor  
Thomas Horwedel

Proof of Publication  
Medina Gazette

March 15, 2010  
March 22, 2010

**END OF SECTION**

INSTRUCTIONS TO BIDDERS**1. PROJECT DESCRIPTION**

- 1.1 OWNER: VILLAGE OF WESTFIELD CENTER  
6701 GREENWICH ROAD  
WESTFIELD CENTER, OHIO 44251
- 1.2 DESCRIPTION: 2010 SANITARY SEWER RELINING IMPROVEMENTS
- 1.3 COMPLETION TIME: Substantial Completion: 90 Calendar Days
- 1.4 ENGINEER'S OPINION OF PROBABLE COST:  
  
General Construction: \$ 180,000.00
- 1.5 ENGINEER: GGJ, Inc.  
35585 Curtis Blvd., Unit C  
Eastlake, Ohio 44095  
Telephone: (440) 953-1567  
Fax: (440) 953-0580  
Project Contact Person: John Sabo, P.E.

**2. PLANS, SPECIFICATIONS, & BIDDING DOCUMENT**

- 2.1 **Viewing and Purchasing Contract Documents:** Copies of the Contract Documents may be examined at Village of Westfield Center, 6701 Greenwich Rd., Westfield Center, Ohio 44251 and at the office of the Engineer. The Contract Documents including Drawings, Specifications, bidding forms, and related contract materials may be obtained at the Eastlake office of the Engineer upon payment of Fifty Dollars (\$50.00) **NON-REFUNDABLE**. CONTRACT DOCUMENTS will be mailed as soon as possible after receipt of request and payment for such CONTRACT DOCUMENTS. Checks shall be made payable to GGJ, INC.
- 2.2 **Bonafide Plan Holder:** is one who purchases plans and specifications for a specific project and is acknowledged by either the owner and/or his deemed representative.
- (2.3) **Pre-Bid Meeting:** N/A (or) There will be a Pre-Bid meeting at 11:00 A.M. on Tuesday, April 6, 2010 at the Village Hall located on 6701 Greenwich Rd., Westfield Center, Ohio 44251, to view the site and to answer potential bidders' questions.
- 2.3 **Questions during Bidding:** All questions regarding the meaning or intent of the Contract Documents shall be directed to the Engineer's Contact Person noted above. Subsequent interpretations and clarifications considered necessary by the Engineer will be issued by Addenda. Questions received less than seven (7) days prior to the scheduled date for opening bids may not be answered. Only questions and clarifications made by formal written addenda will be binding. Oral and other interpretations or clarifications, when given, will be without legal effect. The Contract Work shall be performed in accordance with the Contract Documents as prepared by the Engineer.
- 2.4 **Issuance of Contract Document Sets:** Upon award of the Contract, the Owner will furnish two (2) executed copies of the Drawings, Specifications and related Contract Materials; and if requested, will furnish one (1) set of reproducible project Drawings, at no cost to the Contractor. Additional sets of Contract Documents may be purchased from the ENGINEER for the price set forth above and in the Invitation to Bid.
- 2.5 **Addendum:** Addenda may be issued by the Engineer or Owner to notify that the Contract Documents have been amended. The Bidder is required to acknowledge receipt of Addenda in the Bidding Documents or they may be subject to disqualification. Addenda will be mailed or otherwise delivered to all parties recorded by Engineer as having received the Bidding Documents.
- 2.6 **Other Project Related Information:** The following information is available for inspection at the Owner's

offices and at the Engineer's Offices:

### **3. SUBMISSION OF BID PROPOSALS**

- 3.1 Sealed Bid Proposals will be received by the Owner at the designated place until the date and time specified in the Invitation to Bid, as may be amended, at which time they will be publicly opened and read.
- 3.2 All submitted Bid Proposals shall be sealed in individual envelopes and addressed as follows:  
  
VILLAGE OF WESTFIELD CENTER  
6701 GREENWICH RD.  
WESTFIELD CENTER, OHIO 44251
- 3.3 Each "sealed" envelope containing a Bid Proposal must bear on the outside, the Bidder's name, address, and the name of the project for which the Bid Proposal is submitted. If forwarded by mail, the sealed envelope containing the Bid Proposal must be enclosed in another (mailing) envelope addressed to the Owner at the above address.
- 3.4 Any Bid Proposal received after the time and date stated, will not be considered.
- 3.5 Bids must be made on the Bid Proposal forms (or photocopies thereof) furnished in the Contract Documents.
  - 3.5.1 All prices bid must be entered in figures only on the Bid Schedule form provided. If the bid item embraces labor and material, the Bid Proposal shall separately state the Unit Price for Material and the Unit Price for Labor.
  - 3.5.2 Enter each Bid Item's Total Unit Price as the sum of the Unit Prices entered for Material and for Labor, if the Item embraces both OR as a lump sum amount, if the item is a Lump Sum Item.
  - 3.5.3 Enter each Item's Total Price as the product of its Estimated Quantity and the Item's Total Unit Price. In the event of a conflict, the Estimated Quantities and the Total Unit Price listed on the form shall govern over the Unit Prices for Material and Labor, and the Total Price listed.
- 3.6 Each Bidder must bid on all Items and Alternates contained on the Bid Schedule form. Any Bid that does not conform to this requirement may be considered informal and may be rejected.
- 3.7 Each Bidder is required to disclose in his Bid, the full names and addresses, and the place of business of all people, other than the named Bidder, that have a legal or ownership interest in the Bid Proposal. If the Bidder is a corporation, only the names of its president and secretary need to be provided. If no other person has an interest, the Bidder shall state that fact.
- 3.8 The prices recorded in the Bid Schedule must be in ink and be complete when submitted.
  - 3.8.1 Any corrections to the Bid Proposal made prior to submission must be initialed by the person signing the Bid Proposal.
  - 3.8.2 Submit one copy of the Bid Proposal documents.
- 3.9 Bid Proposals submitted by Corporations must be executed in the corporate name by its President, Vice-President, or other Officer accompanied by evidence of authority to sign the proposal. The corporate seal must be affixed and attested to by the Secretary.
- 3.10 Bid Proposals submitted by partnerships must be executed in the partnership name and be signed by a partner, whose title must appear along with the signature.
- 3.11 All names must be typed or printed below the signature.
- 3.12 The Bid Proposal shall contain an acknowledgment the Bidder has received all of the issued Addenda; otherwise the Bid may be disqualified.
- 3.13 The Owner reserves the right to hold the Bid Proposals for a period of sixty (60) days after opening and to



award Contracts at any time during that period.

- 3.13.1 No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof.
- 3.13.2 Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.
- 3.13.3 Each Bid Proposal must be accompanied by a bid guarantee instrument payable to the Owner in the form of one of the following:
  - 3.13.3.1 A Bid Bond for the full amount of the Bid, including alternatives, with a corporate Surety approved by the Owner. Use Bid Guaranty and Contract Bond (Bid Bond) form included in the bidding documents for projects located in the State of Ohio. For projects located in other states, provide Bid Bond. If bid is accepted, Bidder will be required to provide Performance Bond(s) assuring required Payments, Maintenance, and Guarantees. Should a Bid be rejected, the Bond will be promptly returned to the Bidder. Bid Bonds provided for this work shall be underwritten by a surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bond". Include the names and addresses of the Bid Bond Agent and the Surety Company.
  - 3.13.3.2 A certified check equal to 10 percent of the Bid.
  - 3.13.3.3 A cashier's check equal to 10 percent of the Bid.
  - 3.13.3.4 An irrevocable letter of credit equal to 10 percent of the Bid.
- 3.14 The successful Bidder will be required to furnish a Contract Performance Bond for the full amount bid for the complete work, including all selected alternatives. This bond shall be that of an approved Surety company authorized to transact business in the State of Ohio and shall be underwritten by a Surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds".
- 3.15 Within ten (10) days after opening the Bids, the Bids will be compared and the OWNER will return the Bid guaranties of all Bidders except for the three lowest Bidders.
- 3.16 When the agreement is executed and delivered, or the period for holding the Bids has expired and no time extension has been mutually agreed upon, the Bid guarantees of the remaining Bidders will be returned.
- 3.17 Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof.
  - 3.17.1 If a Bidder wishes to withdraw his Bid Proposal, he shall state his desire in writing to the Owner BEFORE the time fixed for the opening, and when Bidder's Proposal is reached it will be set aside and returned.
- 3.18 Materials to be incorporated in this work may be purchased by the Contractor free of Ohio State or County Sales Tax.
- 3.19 The successful Bidder must comply with the minimum wage rates for laborers and mechanics as determined by the State of Ohio prevailing wages.

#### **4. EXAMINATION OF CONTRACT DOCUMENTS & SITE**

- 4.1 In submitting a Bid, Bidder warrants that he has investigated and is acquainted with the conditions to be encountered for performing the work including the character, quality, quantities of work to be performed, the materials to be furnished, the prevailing hourly wage rates for the area in which the project is located, and the requirements of the Contract Documents. It is mutually agreed that the submission of a Bid shall be considered prima facie evidence that Bidder has made such examination and is satisfied as to all the conditions that will affect the work.
  - 4.1.1 Bidders shall satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by

making an examination of the site and a review of the Contract Documents, including all issued Addenda.

- 4.2 Before submitting a Bid, each Bidder must (a) examine the Bid Proposal thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
  - 4.2.1 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
  - 4.2.2 The Contract Documents contain the provisions required for the construction of the Project.
- 4.3 Reference is made to the Supplementary Conditions and to paragraph 2.6 above for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work that 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. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting his Bid, each Bidder shall, at his expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.4 Upon request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deem necessary for submission of his Bid.
- 4.5 The lands upon which the work is to be performed, rights-of-way for access to the site, and other lands designated for use by Bidder in performing the work, are identified in the Contract Documents.
- 4.6 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has 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.
- 4.7 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 Bidder or relieve him from fulfilling any of the conditions of the Contract.

## **5. CONTRACTOR'S QUALIFICATION AND EQUIPMENT**

- 5.1 Bidder shall provide evidence of sufficient previous experience on work of a similar nature to assure the Owner of his capability to perform the work.
- 5.2 Bidder shall complete the appropriate parts of the Bid Proposal relating to work experience and equipment available for use.
- 5.3 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 no such suits or liens exist.
- 5.4 Bidder shall provide information on all incomplete contracts including the Owner's name, Contract Amount, and Status.

## **6. ESTIMATED QUANTITIES**

- 6.1 The unit price quantities listed in the Bid Schedule are approximate and are to be used for comparing Bids and in no way binds the Owner to using the quantities, or any part thereof, in the execution of the work.
- 6.2 Except for lump sum items, payments will be made to the Contractor for the actual quantities of work performed or materials furnished in accordance with the Contract Documents, and it is understood that the scheduled quantities of work to be done and materials to be furnished may be increased or decreased without invalidating the unit prices bid.
- 6.3 The Owner reserves the right to increase or decrease the quantities or omit altogether any items that in the

judgment of the Owner may be deemed advisable after the award of the Contract.

- 6.4 The successful Bidder will be required to furnish the Owner a complete breakdown of the lump sum Items, to the satisfaction of the Engineer within five (5) days after the Notice of Award is provided, and before signing the Construction Contract.
- 6.5 Payments for lump sum Items will be based on an estimated percentage of the Item's completeness, as determined by the Engineer.

## **7. SUBCONTRACTORS**

- 7.1 The Bidder shall state on the appropriate Contract form the names of all Subcontractors that he proposes to utilize and the work they will be assigned. All work of Bidder not assigned to a Subcontractor shall be understood by the Owner to be performed by the Bidder.
- 7.2 Each Bidder shall perform with his own organization not less than FIFTY PERCENT (50%) of the total Contract price.
- 7.3 The Owner reserves the right to approve or disapprove 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 his Bid Proposal without sacrificing his Bid security. Any listed Subcontractor that Owner does not make written objection to before awarding the Contract, shall be deemed acceptable to the Owner.
- 7.4 Requests by the Bidder to change Subcontractors after the award shall be subject to the Owner's approval and shall not change the Contract Bid prices.
- 7.5 No Bidder shall be required to employ any Subcontractor, person, or organization against which he has reasonable objection.

## **8. NON-COLLUSION AFFIDAVIT**

- 8.1 Each Bid Proposal must be accompanied by a completed Non-Collusion Affidavit provided within the Bid Proposal.
- 8.2 Where this is reason to believe collusion or combination among Bidders exists, the Owner reserves the right to reject the Bid Proposal of those concerned.

## **9. INSURANCE**

- 9.1 Verification of Workers' Compensation, General Liability, Automobile Liability, and Property insurances consistent with the provisions of the Contract Documents must be submitted to the Owner prior to an Award of Contract. The required Certificates of Insurance shall show that the Owner, Engineer, Engineer's Consultants, and other people identified in the Contract Documents shall be specifically named as additional insured on all policies covering work under this Contract.
- 9.2 All insurance shall be endorsed so that it cannot be canceled until thirty (30) days after Insurer's written notice to Owner of such proposed action.

## **10. CONTRACT**

- 10.1 Before entering into the Contract, the Owner will require the Bidder to provide a Contract Performance Bond and a Payment Bond, each for 100 percent of the Contract Price, with a corporate surety approved by the Owner, to assure the faithful performance of the Contract. All bonds must be underwritten by a surety company authorized to transact business in the State where the work is located and upon which service of process can be made, conditioned on the faithful performance of the work in accordance with the Contract Documents. Such security or bond also shall indemnify the Owner against damages suffered as a result of the Bidder's failure to perform the Contract in accordance with the Contract Documents, and guaranteeing the related construction and performance of the improvements for a period not less than one (1) year from the date of final acceptance by the Owner, and guaranteeing the payment of all lawful claims of Subcontractors, equipment and material providers, and for labor performed in carrying forward or completing the Contract.

- 10.2 All bonds shall be in the form required by the Department of Housing and Urban Development and the State of Ohio.
- 10.3 All bonds shall be underwritten by a surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."

## **11. AWARD OF CONTRACT**

- 11.1 The Owner reserves the right to reject any and all Bids, to waive any informalities or irregularities in the Bids received, and to accept any Bid it deems most favorable.
- 11.2 All extensions and totals of unit prices and quantities submitted as part of the Bid shall be considered informal until verified by the Owner.
- 11.3 In evaluating Bids, the Owner may consider the qualifications and experience of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms.
- 11.4 Owner may consider the qualifications and experience of Subcontractors and other people and organizations (including those who are to furnish the principal items, material, or equipment) proposed for portions of the work. Operation costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the Owner.
- 11.5 Owner may conduct such investigations as it deems 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 perform the work in accordance with the Contract Documents to Owner's satisfaction and within the prescribed time. Bidder shall furnish all information and data for this purpose as the Owner may request.
- 11.6 The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of the Bidder fails to satisfy the Owner that Bidder is sufficiently qualified to carry out the obligations of the Contract and to satisfactorily complete the work identified therein.
- 11.7 If a Contract is awarded, it will be awarded to the lowest and best Bidder whose evaluation by the Owner indicated to Owner that the award will be in the best interests of the project.
- 11.8 If a Contract is awarded, Owner will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.
  - 11.8.1 Copies of Notice of Award will be sent to both the Bid Bond Agent and Surety Company.
- 11.9 A conditional or qualified Bid will not be accepted.
- 11.10 Prior to awarding the Contract, the Bidder must submit certification from the Secretary of State that Bidder is authorized to do business in the State of Ohio. Also prior to award, the Bidder must submit a Power of Attorney to the Secretary of State designating it as an agent for the purpose of accepting the service of summons in any action brought under the Ohio Revised Code and the contract and bond are submitted to the Attorney General for their certified approval.

## **12. EXECUTION OF CONTRACT**

- 12.1 Accompanying the written Notice of Award will be three (3) unsigned sets of Contract Documents not including the Drawings. Within fourteen (14) calendar days from the date of receipt of the Notice of Award, the successful Bidder shall sign and deliver to the Owner the Contract Document sets along with a performance Bond, a payment Bond, and insurance verifications.
  - 12.1.1 The Notice of Award will be accompanied by the necessary Contract and Bond forms.
- 12.2 Within fourteen (14) days of receipt of the successful Bidder's signed Contracts, the Owner will sign the Contracts and return two (2) fully executed Contracts.

- 12.3 The date of the Owner's signature shall be the effective Contract date. The Contract completion time does not start until the issuance date of the Notice to Proceed.

**13. BID SECURITY**

- 13.1 In the event that the successful Bidder fails, on his part, to execute the Contracts within the specified time, the Owner may consider the Bidder in default and award the Contract to the next lowest Bidder. The Bidder and/or Surety failing to enter into a contract are liable to the Owner for the lesser amount of:

13.1.1 The difference between his Bid and the next lowest Bid, or

13.1.2 A sum not to exceed ten percent (10%) of the Bid.

- 13.2 If the Owner chooses to re-bid the work, the Bidder failing to enter into a contract and/or his Surety shall pay the lesser amount of:

13.2.1 A sum not more than ten percent (10%) of the Bid, or

13.2.2 The cost incurred in the process of re-bidding, including labor, printing costs, advertising, and mailings to prospective Bidder.

- 13.3 In the event that the second lowest Bidder is awarded the Contract and fails to execute the Contract within ten (10) days, the Owner may then award to the third lowest bidder.

13.3.1 Same as the 13.2.1 above.

13.3.2 Same as the 13.2.2 above.

- 13.4 When more than one Bidder fails to execute a Contract and the Owner re-advertises for Bids, each Bidder that failed to enter into a Contract shall equally share in the re-bidding costs.

**14. LIQUIDATED DAMAGES**

- 14.1 Provisions for liquidated damages, if any are set forth in the Bid Proposal and the Contract.

**15. DELINQUENT PERSONAL PROPERTY STATEMENT**

- 15.1 Included with the Contract Documents is a delinquent Personal Property Statement to be filled out by the successful Bidder after the award of the Contract.

- 15.2 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.

**16. SALES TAX**

- 16.1 The Owner is Ohio sales tax exempt and will provide a certification of sales tax exemption. Bidder shall verify utilization of the certification with legal counsel and the State of Ohio.

**END OF SECTION**

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