REQUEST FOR PROPOSALS

FOR
CONGRESS PARK SIDEWALK IMPROVEMENTS
PHASE I - SEPTEMBER 2021

WASHINGTON TOWNSHIP, OHIO

WASHINGTON TOWNSHIP
8200 McEwen Road
Dayton, Ohio 45458
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PROJECT INFORMATION

PROJECT: CONGRESS PARK SIDEWALK IMPROVEMENTS
PHASE I

OWNERS: WASHINGTON, TOWNSHIP
8200 McEwen Road
Dayton, Ohio 45458

ADVERTISING DATE: September 10, 2021
WASHINGTON TOWNSHIP  
MONTGOMERY COUNTY  
LEGAL NOTICE  

NOTICE TO BIDDERS  

Sealed bids from General Contractors will be received by Washington Township, Montgomery County, Ohio (the “Township”), Attn: Mike Wanamaker Public Works Director, 8200 McEwen Road, Dayton, Ohio 45458, until 10:00 AM local time, September 27, 2021, for the Project known as the Congress Park Sidewalk Improvement Phase I with an estimated budget of $75,000 and will be opened and read aloud thereafter. The work for which these bids are invited consists of providing all labor, equipment, and materials for the construction of the Congress Park Sidewalk Improvement Phase I Improvements Project. Materials and workmanship shall conform to the State of Ohio Department of Transportation (ODOT) Construction and Materials Specifications, January 1, 2019, Edition or most recent Edition, unless otherwise noted. Proposals must include all items.

Bidding documents may be obtained Monday thru Friday from 8:30 am – 4:00 pm at the Washington Township Government Center, 8200 McEwen Road, Centerville, Ohio, 45458, 937-433-0152, on or after September 13, 2021, for the cost of $25.00 (non-refundable) plus shipping costs (if requested). The bidding documents may be reviewed without charge during regular business hours at the Administrative Offices located 8200 McEwen Road, Dayton, Ohio 45458. Bidding documents may be obtained directly at the Administrative Offices located at 8200 McEwen Road, Dayton, Ohio 45458 or may be downloaded from the Township’s website at www.washingtontwp.org. All questions shall be submitted via email to Mike Wanamaker at mike.wanamaker@washingtontwp.org. Each bid shall be accompanied by a bid guarantee in accordance with O.R.C. Section 153.54 and in the forms proscribed in O.R.C. Sections 153.57 and 153.571. The Township reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in any bid received. No bid may be withdrawn after the opening of the bids. Any bid received after the above referenced time and date will be returned to the submitter unopened.

All contractors and subcontractors who are 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 the Governor’s Executive Order 84-9 shall be required. Bidders must comply with the prevailing wage rates on Public Improvements in Montgomery County as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety – Wage and Hour.

The Township reserves the right to accept or reject any or all bids, to waive any formalities in the bidding, and to enter into a contract with the bidder who, in the Township’s opinion, offered the lowest and best responsive bid submitted by a responsible bidder. The Township reserves the right to waive any irregularities and to reject any and all bids.

Advertise dates: September 10, 2021
INSTRUCTIONS TO BIDDERS

A. DESCRIPTION OF PROJECT

This Request for Proposals ("RFP") is a solicitation from Washington Township for proposals from qualified general contractors to provide administration and construction services in connection with Congress Park Sidewalk Improvements – Phase I (the “Project”). The estimate of probable cost for the Project is $75,000, subject to alternatives and value engineering during the design process.

B. SUBMITTAL REQUIREMENTS AND FORMAT

1. **Submittal Deadline:** Proposals are due no later than 10:00 a.m. on September 27, 2021.

2. **Submittal:** The submittal must include one hard copy in a sealed envelope in an 8.5 x 11 format clearly marked on the outside with Congress Park Sidewalk Improvements – Phase I.

   Send submittals, or hand-deliver to:
   Washington Township
   8200 McEwen Road
   Dayton, Ohio 45458
   Attn: Mike Wanamaker Public Works Director

3. **Content:** To be considered for selection, each firm must submit the following information in keeping with the following format and identifying each item by number and letter.

   .01 Attached herewith are copies of forms identified as: SCHEDULE OF VALUES, BIDDER’S PROPOSAL, BID GUARANTY SIGNATURE SHEET, BID GUARANTY, AND CONTRACT BOND, DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT, BIDDER'S PRINCIPALS EXPERIENCE AND REFERENCE, BIDDER'S PROPOSED SUBCONTRACTORS, CERTIFICATE OF NON-COLLUSION, CERTIFICATE OF NON-DISCRIMINATION. These documents must be filled out completely and submitted with the bid package.

   .02 Submit all bids on the included Proposal Sheets. Be sure that each of the forms identified in the above paragraph is included in the bid package; however, a certified check may be substituted in place of the Bid Bond.

   .03 All blank spaces in the proposal form must be filled in, but no change shall be made in the phraseology of the proposal nor shall any additions be made to the items.

   .04 All unit costs and total costs shall be written in ink or typed.

   .05 This proposal shall be a "Unit Price Bid". Measurements for payment shall conform to ODOT Construction and Material Specifications 2019 edition, Section 109.01. The "Unit Cost" breakdown amounts shown on the Proposal Sheets shall also be used for the purpose of determining the bidder's compensation for additions or deletions, if any, to the project during construction. The units listed in the proposal sheets may vary from the construction documents. The units in the
proposal sheets are considered accurate and should be considered final by all bidders.

.06 Each proposal must be accompanied by a bid bond, certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code on a United States of America National Bank for 10% of the amount bid. This amount is agreed to by the bidder as liquidated damages due to Washington Township should the bidder fail to execute the contract and furnish the required bonds within ten days after the acceptance of the proposal and the awarding of the contract.

.07 When a proposal is made by a corporation, it shall be properly executed by an authorized officer. When a proposal is made by a partnership, the firm name and also the names of the individual members shall be signed in full.

.08 The place of business of every bidder must be given after his signature and must be written in full.

.09 The bid submitted must not contain any erasure, interlineation, or other correction unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of those signing the bid.

.10 Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the contract documents may result in rejection of the bid as not being responsive to the invitation.

.11 References. Provide at least three (3) references that may be contacted for verification of the respondent's experience and qualifications. This should consist of a minimum of two townships for which similar services have been performed, and provide names and telephone numbers of personnel who can be contacted with regard to the services you have provided.

.12 Litigation History. Provide specific information on the firm's performance history, in the last five years, with respect to:

(i) Termination for default.

(ii) Litigation by or against your firm.

(iii) Judgments entered for or against your firm.

.13 Bid Forms and Documents. All Bidders MUST complete the Bid Forms and Documents attached hereto and MAY NOT substitute them with other or similar forms.

.14 A bid shall be valid for 90 days following the date of the bid opening.

.15 A pre-bid conference will not be held
3.02 QUALIFICATION OF BIDDERS: The Owner requires that the bidder shall furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form "Experience Statement". Contracts will be awarded only to responsible prospective Contractors who:

01 Have adequate financial resources or the ability to obtain such resources as required during the performance of the contract.

02 Have a satisfactory record of performance. (Contractors who are delinquent in current Contract performance, when the number of Contracts and the extent of delinquencies of each are considered, shall be presumed to be unable to fulfill this requirement).

03 Conform to the requirements of the Anti-discrimination Clause.

04 Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.03 INTERPRETATION OF BID DOCUMENTS: If any Bidder needs additional information or is in doubt as to the true meaning of any part of the Drawings, Specifications, or other bid documents, he may submit to the Engineer a written request for such information or an interpretation thereof. Any interpretations or revisions to the bid documents will be made only by an Addendum issued by the Engineer. A copy of such Addendum will be faxed, mailed, or delivered to each person securing a set of bid documents, provided that sufficient time is available for the issuance of such Addendum prior to the receipt of bids. Such Addendum shall become part of the bid documents and the costs of such revisions shall be included in the bids. The Owner will not be responsible for any other explanations or interpretations of the bid documents made prior to the receipt of bids. Written requests will be responded to by the Engineer up to 3 working days before the bid opening.

3.04 FORM/AMENDMENT TO CONTRACT: Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mere mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such insertion.

C. GENERAL INFORMATION

1. CONSTRUCTION AND MATERIAL SPECIFICATIONS: All work done under this contract shall conform to the State of Ohio Department of Transportation (ODOT), Construction and Material Specifications, January 1, 2019 Edition or most recent Edition, Montgomery County Subdivision Regulations and all Construction plans and documents contained herein. Supplemental specifications are included in these bid documents.

01 The ODOT Construction and Material Specifications shall be interpreted as follows: Where the word "STATE" occurs, it is to mean Washington Township. Where the word "DEPARTMENT" occurs, it is to mean the Washington Township Public Works Director, and where the word "DIRECTOR" or "DEPUTY DIRECTOR" occurs, it is to mean the Washington Township Public Works Director.
Where the word "ENGINEER" occurs, it is to mean the Public Works Director or his authorized representative.

.02 EXAMINATION OF SITE: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the agreement. Bidders shall thoroughly examine and be familiar with the contract terms, plans and specifications. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with the existing conditions shall in no way relieve any bidder from obligations with respect to his bid or to the Agreement. Bidding shall be taken as evidence of compliance with this section.

.03 SUB-SURFACE CONDITIONS: No Information Available.

.04 ALTERNATE METHODS OF CONSTRUCTION: Proposals for alternate methods of construction will be accepted by Washington Township until the time of the bid opening. Should it be found advantageous to accept such alternative methods of construction, then Washington Township reserves the right to inform the bidders of this possible change. The bidders will be given an opportunity to submit a price revision incorporating the alternate method of construction into their bid.

.05 The bidder awarded this Contract (the "contractor") hereby agrees to defend, indemnify, and hold Washington Township, and all of the owners of property situated, in part, within or adjacent to the Project and who have granted, or may be granted, certain easements to Washington Township in relation thereto and their respective officers, trustees, commissioners, employees, members, agents, and volunteers harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the contractor’s performance or failure to perform the work required under this Contract and shall pay any liabilities, judgments (including reasonable attorney’s fees and litigation expenses) or losses.

D. INQUIRIES

All inquiries concerning this Request for Proposal, the Project or specifications should be directed to:

Mike Wanamaker, Public Works Director
8200 McEwen Road
Dayton, Ohio 45458
Phone (937) 433-0152

E. RFP SCHEDULE

The following timeline applies to the RFP, however, Washington Township may change the estimated dates and process as deemed necessary:
The deadline to submit questions regarding this RFP is September 23, 2021. Questions must be submitted in writing (email is preferred) to the attention of Washington Township’s contact listed above. Answers to the questions will be posted on Washington Township’s website under “Notice to Bidders” no later than September 24, 2021. An email will be sent to all interested firms indicating the link to the questions and answers. Written requests will be responded to up to 3 working days before the bid opening.

F. EXAMINATION OF SPECIFICATIONS AND WORKSITE

The Bidder is expected to carefully examine the site for the Project, this RFP, specifications, contract documents, before submitting a proposal. The submission of a proposal shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and contract documents.

G. BID BOND AND PERFORMANCE BOND

Each proposal must include a Bid Bond, Certified Check, Cashier's Check, or an Irrevocable Letter of Credit drawn on a solvent bank, payable to Washington Township, in an amount not less than ten percent (10%) of the proposed bid amount for the Project.

As a condition to awarding the contract, the successful Bidder must, within ten (10) days after it has received notice of the award and before it has entered into a Contract, furnish a Performance Bond, Irrevocable Letter of Credit, or Certified or Cashier's Check drawn on a solvent bank made jointly payable to the Washington Township in an amount equal to 100% of the Contract price.

H. AWARD OF CONTRACT

The award of a Contract will be made to the lowest responsive and responsible Bidder based on those proposals that comply with all requirements described herein. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract. The successful Bidder will be notified by letter mailed to the address as shown on its proposal that its bid has been accepted and that it will be awarded the Contract.

The Township reserves the right to reject any and all bids for any and all items covered in the proposal; to waive informalities or defects in proposals; to reject the proposal of a Bidder, who in the Township’s opinion, is not qualified to perform the Contract; or to accept any proposal including multiple awards, that it deems to be in the best interest of the Township.

I. EXECUTION OF THE CONTRACT

The successful Bidder shall execute the form of Contract attached hereto and shall be returned together with the Performance Bond and other Contract Documents within ten (10) days after
Bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Township until the execution of the contract. If the Township does not execute the contract within sixty (60) days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw its bid without prejudice.

Execution of the contract by the successful Bidder is a representation that the Bidder has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents, including, without limitation, (1) the location, condition, layout, and nature of the site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools, and equipment, and (5) other similar issues. Washington Township shall not be required to make any adjustment in either the Project price or schedule in connection with any failure by the Bidder to have complied with the requirements of the Contract Documents. Bidder further represents that it thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work and the Project. Additional compensation as a result of the Bidder’s failure to follow the foregoing procedures and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

J. COMMENCEMENT DATE AND COMPLETION DATE

Performance under the Contract shall commence on or about October 5, 2021. The Project shall achieve Substantial Completion on or before December 30, 2021, subject only to Force Majeure Events, unless the Contract is terminated earlier in accordance with the provisions of the Contract.

K. SCOPE OF WORK

1.0 The Contractor shall provide all labor, equipment, supervision, administration, financing, and insurance necessary to perform the work specified in the specifications. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the Township and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract, the Contractor shall not by reasons of race, sex, creed, or color, discriminate against any person in the employment of labor or workers, who are qualified and available to perform the work to which the employment relates.

The RFP does not attempt to define the entire scope of the work nor all the terms and conditions in the Contract. Rather, the RFP and Contract are intended to be flexible and allow for the successful Bidder to demonstrate its expertise necessary to fully complete the Contract in accordance with the specifications on budget and on time. Washington Township reserves the right to modify the Scope of Work at any time before execution of the Contract, as it deems necessary, in its sole judgment, and in the best interest of the public.

2.01 COMMENCEMENT OF WORK: Please note the contractor may not begin work until October 5, 2021. The successful bidder should not begin work under any circumstances before entering into the written contract with the Township and furnishing surety bond in accordance with the laws of Ohio applicable to executing and entering into such contracts.
2.02 WORKING HOURS: The contractor shall operate his equipment only during the hours of daylight. No work shall be permitted on Sundays or holidays unless otherwise authorized.

2.03 LOCAL HEADQUARTERS: The bidder, if awarded the contract, must maintain a local headquarter where he can be reached readily. Washington Township must also be given a telephone number where the contractor (or his representative) can be reached readily and without delay during regular Township working hours, and during non-working hours.

2.04 ENGINEERING WORK: All construction staking will be the responsibility of the contractor.

2.05 CHANGE ORDERS: Washington Township reserves the right to execute change orders to the contract based upon the unit prices quoted. All change order requests initiated by the Contractor must be submitted in writing and must be approved by the Owner.

2.06 SUBCONTRACTORS: None of the work to be done under this contract shall be sublet or assigned without the written consent of the Owner and of the contractor's surety. Any assignment of this contract will not release the contractor or his surety from the faithful performance of the contract. All contracts made by the contractors with subcontractors are to be covered by the terms and conditions of the General Contract. The contractor shall fully inform his subcontractors in regard to these terms and conditions. The contractor is, and remains, fully responsible to Washington Township for the full and complete performance of the contract.

2.07 MATERIAL TICKETS: It is the contractor's responsibility to assure that the inspector receives a copy of all tickets showing the quantity and type of materials delivered to the site. Such material tickets are to be given to the owner at the end of each working day.

2.08 SAFETY CONSIDERATIONS: It shall be the duty of the contractor to erect and maintain adequate lights, signs, and barricades to ensure the safety of the traveling public during the progress of the work, and the same is to be maintained until final acceptance by the Owner. All construction warning devices shall be new or like-new condition and placement shall comply with the Ohio Manual of Uniform Control Devices.

2.09 REMOVAL AND DISPOSAL OF MATERIALS: Removal and the proper disposal of materials, as needed, is the sole responsibility of the contractor. The Township shall be informed of locations and any associated agreements for disposal.

2.10 USE OF RECLAIMED MATERIALS: The Township is specifying the use of virgin materials for all asphalt courses. All bids received must reflect those materials.

2.11 NOTIFICATION OF UTILITY COMPANIES: It is the sole responsibility of the contractor to coordinate with all utility companies and notify them prior to work disturbing any valves, sanitary manholes, lines, bracing of utility poles, etc. Raising or lowering gas or water valves that are affected by the work must be initiated by the contractor; the actual work of raising or lowering will be done either by the utility company or by this contractor.

2.12 TRAFFIC MAINTENANCE: Traffic shall be maintained at all times except as noted below.

.01 All existing traffic signs that are dismounted as part of the construction process shall be relocated or replaced within 24 hours so as to adequately maintain traffic.
.02 The successful bidder will be required to stay in close contact with the Washington Township Service Director to plan and coordinate the different phases of work in such a way that no major inconveniences will be created.

.03 The Contractor shall be responsible for coordinating the closing of streets or driveways with the Township and the affected property owners so as to minimize inconvenience and provide for property access needs. Police, Fire, and local resident traffic is to be maintained at all times.

.04 During working hours the contractor shall maintain two-way traffic by the use of flagging personnel. During all non-working hours, the entire roadway must be open to traffic.

2.13 NOTIFICATION LETTERS: The contractor shall supply Washington Township with a copy of a notification letter which is to be transmitted by the contractor to all affected parties 48 hours before any work starts.

.01 Delivery of this letter to notify adjacent property owners is the sole responsibility of the contractor. One or more of the contractor's employees shall be designated to hand-deliver the letters and the Township shall be notified when delivery is complete.

.02 If work does not commence within 14 days of delivery of the letter, a second copy of the notification letter shall be delivered to all affected property owners.


L. INSURANCE

As part of its proposal, each Bidder shall submit evidence of the following insurance coverage, and if awarded the contract, shall at all times during the term of the contract maintain such insurance. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated “A” or above by A. M. Best Company or equivalent. The successful Bidder shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by Washington Township, evidencing the required insurances upon execution of the contract.

1. Commercial General Liability Insurance, including Contractual Liability Coverage Products and Completed Operations Coverage and Broad Form Property Damage, written on an “occurrence” basis, with limited of liability not less than One Million Dollars ($1,000,000) per person/One Million Dollars ($1,000,000) per occurrence/ Two Million Dollars ($2,000,000) annual aggregate, and with a deductible no greater than $25,000, covering bodily injury, personal injury, property damage and loss of use of the property.

2. Professional liability insurance with limits of not less than One Million Dollars ($1,000,000.00). Each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars ($50,000) per occurrence and in the aggregate and if not
written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services.

3. Business automobile liability insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than a combined single limit of One Million Dollars ($1,000,000) for bodily injury (including death at any time occurring) and property damage per occurrence.

4. Workers’ compensation and employer’s liability insurance as provided under the laws of the State of Ohio.

5. Statutory unemployment insurance protection for all of its employees.

6. Maintain such other insurance policies as may be reasonably required by Washington Township.

7. The successful Bidder will name Washington Township as additional insured on all policies, and all policies will contain a clause stating the coverage will be primary and non-contributor with respect to all work being performed for Washington Township.

8. The successful Bidder will provide Washington Township with no less than thirty days' written notice if the Bidder’s insurance will be canceled, non-renewed, or has any material changes in coverage.

M. CONFLICTING TERMS

Any provisions or requirements appearing in any one of the Contract Documents are as binding as though appearing in all. The Contract Documents and Specifications are intended to be explanatory and supplementary to one another, but should any discrepancies appear in provisions or terms or any misunderstanding arise as to the importance of anything contained thereon or therein, the explanation of interpretations of the Township shall be final and binding on the Contractor. Correction of any error or omission in the Specifications may be made by the Township when such correction is necessary to clarify the intended meaning. In the case of conflict in provisions between any Contract Documents, the Specifications shall take precedent.

N. COMPENSATION AND RETENTION

1. PARTIAL PAYMENTS: Not more than one (1) payment per month will be made on this Contract by Washington Township. The Township will pay approximately 50% of each invoice and OPWC will issue a warrant for the remaining 50%. An 8% retainer shall be withheld by the Township from each payment until the job construction is determined by the Owner to be 50% complete and until the first 50% of the contract amount is paid. Work performed after the job is determined to be 50% complete may be paid at a rate of 100% of the invoice amount. Close coordination of requests for payment will be required to minimize any delay in payments for work completed. If the size and duration of the project dictate, the Township reserves the right to make one payment at completion. If this occurs Washington Township, at its discretion, may waive the requirement for subcontractor releases and eliminate the retainage as well.

2. FINAL PAYMENT: One final payment shall be made to the Contractor within 31 days after all work is completed and accepted by Washington Township and after all provisions
are complied with as outlined in the contract. An invoice shall be submitted to and certified as correct by the Service Director/Engineer. The Contractor will be required to sign the Contractor’s Affidavit on the form attached herein and have the same properly notarized. Refer to 4.02 and 4.03 below for Work Guarantee and Maintenance Bond requirements. **Note:** The contractor will be required to demonstrate payment to all subcontractor, material suppliers, etc. prior to the processing the final payment.

3. **OVERTIME:** If the contractor chooses to work on weekends, holidays, before or after hours, he shall so notify the Township 48 hours in advance. Unless compelling reasons exist, permission for such work will be given; however, the Contractor may be required to pay $125 per hour for the Inspector’s overtime.

4. **PREVAILING WAGE:** The contract between the Township and the successful bidder shall contain a statement requiring that mechanics, laborers, and operators be paid prevailing rate of wage as required in Section 4115.06 of the Ohio Revised Code. The contractor or subcontractor is required to file with the Township upon completion of the project and prior to the final payment therefore, an affidavit stating he has complied with Chapter 4115 of the Ohio Revised Code. A schedule of current Prevailing Wage Rate Information can be found by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at [http://198.234.41.198/w3/webwh.nsf/wrllogin/?openform](http://198.234.41.198/w3/webwh.nsf/wrllogin/?openform). The contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly rate and fringe rate listed on the website noted, above for the appropriate job classification or as modified by the Ohio Department of Commerce, Division of Labor, and Worker Safety Wage and Hour Bureau, as new prevailing wage rates are established. The contractor and all subcontractors shall submit certified payrolls to Washington Township in accordance with section 4115.07 of the Ohio Revised Code weekly until completion of the project. Upon completion of the project and before final payment the contractor shall submit a final wage affidavit in accordance with Section 4115.07 of the Ohio Revised Code.

5. **TAX EXEMPTION:** The Contractor will furnish a sales tax exemption certificate for completion by Washington Township.

**O. PENALTIES**

1. **FAILURE TO COMPLETE WORK:** The contractor shall have completed the work on or before the calendar date specified in the contract or before a later date determined as specified. For any delay beyond the completion date of this contract, the Contractor shall be subject to liquidated damages as set forth in ODOT CMS 108.07. The amount shall be deducted from any money due to the Contractor.

2. **TRAFFIC CONTROL:** If traffic control, or signage, is not properly maintained as outlined in the construction plans and in conformance with the OMUTCD, each instance of non-compliance will result in a $1,500 deduction from the total contract price.

3. **DISPOSAL OF MATERIALS:** If the contractor fails to properly dispose of materials as cited above, the Township will deduct three (3) times the cost to the Township to dispose of the materials from the total contract price.
P. GENERAL TERMS

1. **Right to Request Additional Information**: During this evaluation process, Washington Township reserves the right, where it may serve Washington Township’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions that do not substantially impact the other firms. Debriefings will not be provided by Washington Township.

2. **Right to Reject Proposals**: Washington Township reserves the right to reject any or all proposals.

3. **Public Record**: All proposals submitted in response to this RFP will become the property of Washington Township upon submittal and a matter of public record pursuant to applicable law.

4. **Reimbursement**: Washington Township does not reimburse respondents for the cost of proposal or proposal preparation or delivery, even in the event of cancellation of the RFP.

5. **Standard Agreement**: Washington Township holds ultimate discretion to modify the final contract, including modifications requested by potential Bidders, or modifications suggested or required by Washington Township’s legal counsel architect. Washington Township reserves the right to reject any exceptions to proposed changes to Washington Township’s contract.
## SPECIFICATIONS

**CONGRESS PARK SIDEWALK IMPROVEMENTS PHASE I PROJECT**

**WASHINGTON TOWNSHIP**

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<td>12&quot; CONDUIT TYPE C</td>
<td>15</td>
<td>LF</td>
<td></td>
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</tr>
<tr>
<td>614</td>
<td>MAINTAINING TRAFFIC, AS PER PLAN</td>
<td>1</td>
<td>LUMP</td>
<td></td>
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<tr>
<td>623</td>
<td>CONSTRUCTION LAYOUT STAKES</td>
<td>1</td>
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<tr>
<td>624</td>
<td>MOBILIZATION</td>
<td>1</td>
<td>LUMP</td>
<td></td>
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<tr>
<td>659</td>
<td>SEEDING AND MULCHING, CLASS I</td>
<td>359</td>
<td>SY</td>
<td></td>
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<tr>
<td>680</td>
<td>1&quot; PVC IRRIGATION LINE</td>
<td>100</td>
<td>LF</td>
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<tr>
<td>680</td>
<td>IRRIGATION HEAD</td>
<td>5</td>
<td>EA</td>
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<td></td>
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<tr>
<td>832</td>
<td>EROSION CONTROL</td>
<td>3000</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>832</td>
<td>STORMWATER POLLUTION PREVENTION PLAN</td>
<td>1</td>
<td>LUMP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION COST BID**

Note: Bid form is available electronically by request. Contact Mike Murray at IBI Group (614)818-4900 for the Excel file.
BID PROPOSAL
AND LEGAL FORMS

The following forms **MUST BE COMPLETED** and submitted with your bid:

1. Bidder Information Sheet
2. Bid Proposal
3. Bid Guarantee and Contract Bond (two pages)
4. Certificate as to Interest
5. Personal Property Tax Affidavit
6. Non-Collusion Affidavit
7. EEO Affidavit
8. Compliance With The Federal Immigration and Nationality Act
9. Prevailing Wage
# BIDDER INFORMATION SHEET

**ATTENTION BIDDER:** Please fill out this form and submit it with your bid. (Please Print)

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY NAME:</td>
<td></td>
</tr>
<tr>
<td>CHIEF EXECUTIVE OFFICER:</td>
<td></td>
</tr>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
<td></td>
</tr>
<tr>
<td>FAX NUMBER:</td>
<td></td>
</tr>
<tr>
<td>PROJECT CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>DIRECT OFFICE NUMBER:</td>
<td></td>
</tr>
<tr>
<td>MOBILE NUMBER:</td>
<td></td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td></td>
</tr>
</tbody>
</table>
BID PROPOSAL

I, the undersigned, propose to furnish all labor, material, tools, and equipment necessary for the entire work as set forth in the Contract Documents and Specifications entitled:

CONGRESS PARK SIDEWALK IMPROVEMENTS PHASE I
WASHINGTON TOWNSHIP
2021

I further declare that I have carefully read and examined the Contract Documents, Specification, General Conditions, and Bidding Requirements provided to me by Washington Township and which are incorporated herein by reference and understand the exact scope of the Project.

In submitting this Proposal, I agree to perform the work as described in the Contract Documents for the amount below:

BASE BID – $____________________
Perform all construction per the Specifications.

ALTERNATE #1 $____________________
Add/deduct – __________________ per Specifications

ALTERNATE # 2 $____________________
Add/Deduct – __________________ per Specifications

The undersigned agrees to perform the work set forth in the Specifications including those items not specifically included but reasonably inferable therefrom, for the total cost on this bid form.

Bidder hereby acknowledges receipt of the following addenda: Addenda #____ Date ________

Contractor: _______________________________________________________________
Address: _________________________________________________________________
Telephone: _____________________

By: __________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

______________________________________________________________________________ (insert full name or legal title of Vendor and address)

as Principal and ______________________________________________________________

(Insert full name or legal title of Surety)

As Surety, are hereby held and firmly bound unto Washington Township, Ohio, hereinafter called the Obligee, in the penal sum of ___________________ ($____________________) to undertake the project know as:

CONGRESS PARK SIDEWALK IMPROVEMENTS PHASE I
WASHINGTON TOWNSHIP
2021

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 is accepted by the Obligee. In no case shall the penal sum exceed the amount of ___________________ ($____________________). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternatives 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 CONDITIONS OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid on the above referred to the 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, specifications; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereto 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 bid for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent (10%) 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 the obligation shall be null and void, otherwise to remain in full force and effect.

If the Obligee accepts the bid of the Principal and the Principal with ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, specifications, 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 specifications, therefore; and shall pay all lawful claims for 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 agreed that no modifications, omissions, or additions, in or to the terms of said contract or in or to the specifications, therefore, shall in any way 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 of to the specifications

SIGNED AND SEALED this ______ day of ________________, 2021

_________ PRINCIPAL ___________________________ SURETY

By: ____________________________

By: ____________________________

Title: ____________________________

Attorney-in-fact

Surety Agent's Name and Address:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
CERTIFICATE AS TO INTEREST

__________________________________________, being the__________________________

(Name)                                                (Position)

Of ____________________________, the bidder which submitted the

foregoing proposal for:   (Company Name)

CONGRESS PARK SIDEWALK IMPROVEMENTS PHASE I
WASHINGTON TOWNSHIP
2021

in Washington Township deposes and says that (Company Name)

is an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and

the profits thereof; that the said contract is made without any connection or interest in the profits thereof

with any other person making the bid or proposal for said work; that the said contract is, on its part, in all

respects fair and without collusion or fraud and that no member of the Board of Trustees, head of any

department or any employee therein or any office of the Washington Township is directly or indirectly

interested in said contract.

Company Name: ______________________________________

By: ________________________________________________
Name: ______________________________________________
Title: _______________________________________________

Sworn to before me and subscribed in my presence this _____ day of ________________, 2021.

__________________________________________
Seal                                          Notary Public
PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO  
SS:  
COUNTY OF MONTGOMERY  

Name
Position
Company

Being first duly sworn says that __________________________ was the successful bidder on the __________________________ Project and that at the time the bid was submitted said Company was/was not (mark out one) charged with owing delinquent property taxes on the General Tax List of personal property, and that the following amount or unpaid delinquent personal property taxes, penalties, and interest thereon is due as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delinquent personal property tax</td>
<td>$__________</td>
</tr>
<tr>
<td>Penalties</td>
<td>$__________</td>
</tr>
<tr>
<td>Interest</td>
<td>$__________</td>
</tr>
</tbody>
</table>

CONTRACTOR NAME:

By: _________________________________________________
Name: _______________________________________________
Title: _______________________________________________

Sworn to and subscribed before me this ___ day of ______________________, 2021.

Notary Public in and for Montgomery County, Ohio

My commission expires: _______________________
Preview Only. Packet Must Be Purchased To Bid.
NON-COLLUSION AFFIDAVIT

STATE OF OHIO   )
SS:               )
COUNTY OF MONTGOMERY   )

________________________________________________, being first and duly sworn,
deposes and says he is ______________________ of ___________________________________,
the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said
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 person shall refrain from bidding, and 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, of to secure any advantage against ___________________ or person or
persons interested in the proposed contract; and that all statements contained in said proposal or bid are try;
and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or
divulged information or data relative thereto any association or to any member of agent thereof.

____________________________________
Affiant

Sworn to and subscribed before me this ___ day of ______________________, 2021.

____________________________________
Notary Public in and for Montgomery County, Ohio

My commission expires: _______________
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
WASHINGTON TOWNSHIP CONSTRUCTION PROJECTS

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to projects that are funded with Federal and State monies)

All bidders on the project **shall** submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response? _____ Yes _____ No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, or sex. Such action shall include but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rules of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

3. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.

4. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

5. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

7. In the event that the contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

8. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other parties as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____No

[CONTRACTOR NAME]

By: ________________________________
Name: ______________________________
Title: ______________________________

Sworn to and subscribed before me this ___ day of ______________________, 2021.

____________________________________
Notary Public

My commission expires: _________________

PLEASE NOTE: The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.
CERTIFICATE OF COMPLIANCE 
WITH THE EMPLOYMENT PROVISIONS OF THE 
FEDERAL IMMIGRATION AND NATIONALITY ACT

WASHINGTON TOWNSHIP REQUIREMENTS

The Trustees of Washington Township require that the Township includes in all requests for proposals a requirement that any prospective contractor seeking to do business with the Township must certify their compliance with the employment provisions of the Immigration and Nationality Act ("INA"). The INA governs the treatment of aliens in the United States. Under the INA it is unlawful for any person or entity to hire or recruit an alien knowing the alien is unauthorized to work in the United States. Further, it is unlawful under the INA to hire an individual for employment in the United States without complying with employment verification requirements and such requirements include examination of identity documents completion of an I-9 Form for every employee hired. Bids lacking an executed original of this form will not be considered.

CERTIFICATION OF CONTRACTOR

The undersigned certifies that it has not been convicted of or plead guilty to a violation of the Immigration and Nationality Act where said violation took place in Montgomery County, Ohio or any adjacent county within four years of the date of the certificate; that it shall comply fully with all terms of the Federal Immigration and Nationality Act during the performance of the contract and require its subcontractor(s) to do the same, including, but not limited to, requiring all employees to provide identity documentation and complete an I-9 Form. The contractor acknowledges that if it or any of its subcontractors violate the employment provision of the Immigration and Nationality Act the contract may be terminated by the Township.

[CONTRACTOR NAME]

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Sworn to and subscribed before me this ___ day of ______________________, 2021.

_________________________________
Notary Public

My commission expires: ________________
PREVAILING WAGE DETERMINATION

STATE OF OHIO
WAGE SCALE

This Project is prevailing wage. All work performed on the Project shall conform to the latest Wage Determination Scale. All Subcontractors and Contractors shall verify the latest Scales, which will apply to his portion of the work.

WILL BE DISTRIBUTED TO THE AWARDED CONTRACTOR.