



STATION 72 ROOFING PROJECT
(5469 LITTLE RICHMOND RD, TROTWOOD, OHIO 45426)
PROJECT NO. 2502020
Bid Opening: November 23, 2020

Bid packet including Advertisement, Instructions to Bidders, Proposals, Contract Conditions, Contract, Bond Forms & Specifications.

Trotwood Fire & Rescue
rhaacke@trotwood.org; cc: cmwheeler@trotwood.org



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CITY OF TROTWOOD

**Station 72 Roofing Project
(5469 Little Richmond Rd, Dayton Ohio 45426)
Project No. 2502020**

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SECTION III- ADVERTISEMENT FOR BIDS

LEGAL NOTICE

Advertisement for Bids

CITY OF TROTWOOD

Station 72 Roofing Project (5469 Little Richmond Road) Project No. 2502020

Sealed bids will be received by the Trotwood Fire & Rescue Fire Chief for the City of Trotwood, Ohio, until **3:00 PM** Local Time, on the 7th Day of December, 2020.

The specifications, instructions to bidders and proposal forms are on file and available for inspection at 4 Strader Drive, Trotwood, Ohio 45426 and also on-line at www.trotwood.org.

Bid Packets may be obtained from the Trotwood Fire & Rescue Department.

Bids shall be submitted in sealed envelopes, properly identified with the bidder's name, project name, bid opening date and a statement that it is a sealed bid covering the material or services for which the bid is submitted. Bids shall be addressed to the City of Trotwood Fire & Rescue Department, 4 Strader Drive, Trotwood, Ohio 45426.

In general, the scope of services shall include:

The removal and disposal of Station 72 existing roof. Replacement of the current roof including installation of new sheathing; underlayment; water and ice shield; drip edge; flashing, rubber boots, and sealants; shingles; ridge ventilation; labor; and associated accessories.

The City of Trotwood reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received or to accept any proposal which is deemed most favorable to the City.

A pre-bid meeting has been scheduled for 3:00 p.m. on December 02, 2020

Richard Haacke
Fire Chief
City of Trotwood
937-854-7257

To be advertised: November 23, 2020 and November 30, 2020
(Dayton Daily News)



SECTION IV- INSTRUCTIONS TO BIDDERS

SECTION IV - INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS FOR SUBMITTING BIDS

1. OWNER / OWNER'S REPRESENTATIVE / ARCHITECT / ENGINEER:

- 1A. The Owner is: City of Trotwood
3035 North Olive Road
Trotwood, Ohio 45426
- 1B. The Owner's Representative is: Quincy E. Pope, Sr.
City Manager
City of Trotwood
(937) 854-7218

2. SCOPE OF PROJECT

2A. The Project consists of all labor, materials, and services necessary for the timely and proper completion of the **Station 72 Roofing Project**, Trotwood, Ohio, all in accordance with the Plans and Contract Documents.

Base Bid: The work generally consists of removal and disposal of existing roof. Replacement of the current roof including installation of new sheathing; underlayment; water and ice shield; drip edge; flashing, rubber boots, and sealants; shingles; ridge ventilation; labor; and associated accessories.

3. WORK

3A. A Combined Single Prime bid is being solicited for the work.

1. General Trades

4. EXAMINATION OF DOCUMENTS

A. Bidders are cautioned to review carefully all parts of the Bid Documents, including, but not limited to, Instructions to Bidders, Pricing Sheets, Owner-Contractor Agreement, General Conditions of the Contract for the Project, Project Schedule, and specifications. These Bid Documents shall become the Contract Documents, as defined in the Owner-Contractor Agreement, that govern the relationship between the successful Bidder and the Owner when the Owner-Contractor Agreement is executed and will be referred to as Contract Documents throughout these Instructions to Bidders.

B. No allowance will be made subsequently for any omission, error or negligence of the Bidder.

C. The original bid response must be submitted in a sealed envelope (envelope means any type of sealed, opaque container) with the bid description clearly marked on the outside of the envelope. If bidder is using an "Express Mail" or similar type of service, the bid response must be contained in a sealed envelope within the "Express" mailer (the bid description must be listed on the exterior of the sealed envelope contained within the "Express" mailer). **Failure to submit the bid in a sealed envelope without the bid description clearly marked on the exterior shall result in immediate disqualification and no further consideration given for the award.**

D. The original bid response (unless otherwise stated, hereinafter referred to as "bid") must be submitted to the City of Trotwood, Attn: Fire Chief prior to the scheduled date and time of opening as listed on the Invitation to Bid (hereinafter referred to as the "ITB"). All bids will be time/date stamped upon receipt by the City of Trotwood, which shall be the official time/date of receipt. Postmarks, or other times/dates appearing will not be considered as the official time/date of receipt. **Bids must be submitted or delivered to the City of Trotwood, Attn: Fire Chief, Trotwood Fire & Rescue Headquarters, 4 Strader Drive, Trotwood, Ohio 45426.** Delivery to any other location, does not constitute a bid being received by the City of Trotwood. Bids submitted with insufficient postage will not be accepted. Bids will be received during regular business hours, Monday through Friday, excluding recognized holidays. Telegraphic, facsimiles, or any other mode of transmission other than stated above shall not be considered as a valid submission to the City of Trotwood. Bidders using "express mail" or similar types of service, should verify with the service as to which address is required to ensure proper delivery of the response to the City of Trotwood. The City will not be held liable for non-delivery and/or late delivery of any bid response due to a bidder listing an incorrect address.

E. The original bid response must be properly completed, signed by the bidder and accompanied by one copy of necessary supportive documentation, including the executed non-collusion affidavit. The original bid response must contain an authorized original signature of the bidder on the signature page.

F. Any bid received after the scheduled date and time of opening, will be marked as late, remain sealed, and will receive no further consideration for award. Late bids will be returned to the vendor. Bidders should allow sufficient time for mailing their bids to ensure delivery to the City of Trotwood prior to the opening time and date. The City will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

G. In order to protect the integrity of the bidding process, bids shall not be prepared, completed or altered on the premises of the City of Trotwood. Any bid which is prepared, completed or altered on the premises of the City of Trotwood shall be immediately disqualified and receive no further consideration for award.

H. A copy of the ITB may be obtained by visiting the City of Trotwood Fire Headquarters (4 Strader Drive, Trotwood, Ohio 45426) during regular business hours or on the City of Trotwood's website (www.trotwood.org) under the "Business" tab.

I. Bids shall be publicly opened, at the City of Trotwood, starting at the scheduled date and time of opening. All bids will be opened and read. Bids, unless otherwise provided herein, are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the City of Trotwood. To expedite and properly respond to such public records requests, a written request must be submitted.

J. Any pre-bid questions or inquiries must be submitted in writing to the Office of the Fire Chief and received no later than three (3) business days before the scheduled opening date. The Office of the Fire Chief will not respond to any pre-bid questions or inquiries received later than three (3) business days before the scheduled opening date. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. Pre-bid questions can be faxed to the City at the number listed on the front page. All pre-bid inquiries must contain the following information:

- Name of Sender
- Company Name
- Phone Number
- Opening Date
- Bid Description
- A Detailed Description of the Question
- Any other Pertinent Information.

Bidders are not to contact any other office for responses to pre-bid questions.

5. **PREPARATION OF BIDS**

A. All bids must be submitted using the Bid Form furnished with this set of Contract Documents.

B. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration or addition. Any change in the wording or omission of specified accompanying documents may cause the proposal to be rejected.

C. Bidders shall note receipt of Addenda on the Bid Form.

D. Each Bidder shall submit one (1) copies of its bid to the Owner. Bids shall be signed with the name typed below the signature. Bids shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

The Bidder shall take the following precautions in preparing the Bid:

E. Sign the Bid Form and check to insure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph E below) have been included in a sealed opaque envelope addressed as provided in Paragraph H below.

F. Make sure that the Bid Guaranty is properly executed and signed by:

- (1) The Bidder
- (2) The Surety or Sureties

G. Make sure that the amount of the Bid Guaranty is for a specific sum in an amount as instructed in section XI Bid Guaranty and Performance Bond.

The completed Bid shall be accompanied by the following documents:

1. Invitation to Bid (VIII)
2. Requirements and Specifications (IX)
3. Unit Price Bid Sheet (X)
4. Starting and Completion (X)
5. Bid Guaranty & Performance Bond (XI)
6. Justification of Sureties (XI)
7. Non-Collusion Affidavit (XII)
8. Statement of Bidder's Qualifications (Section XII)

H. Bids shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner, and addressed as listed (under Examination of Documents Paragraph D).

6. THE BIDDER'S WORK HISTORY

The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects which are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the respective contract documents. If the Bidder's management (i.e., president, chairman of the board, or any director) operates or has operated another similar construction company, the Owner may consider the work history of that company in determining responsibility of the bidder.

The Owner will consider the Bidder's prior experience on other projects of the Owner, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with the Owner and/or Architect/Engineer.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals on projects on which the Bidder has worked,

and authorizes and requests such owners and design professionals to provide the Owner with a candid evaluation of the Bidder's performance.

By submitting its Bid, the Bidder agrees that if it or any person at its urging, directly or indirectly, brings an action against any of such owners or design professionals or their employees as a result of or related to such candidate evaluation and such action is not successful, the Bidder will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action, including the cost of collection. This obligation is expressly intended for the benefit of such owners, design professionals and their employees.

A. The Bidder's resources, including but not limited to the financial ability to complete the Contract successfully and on time without resort to its Surety and the experience, adequacy, and numbers of the Bidder's work force. The Municipality will carefully consider the qualifications and experience of the Bidder's work force proposed to be used to complete the Project.

B. The foregoing information with respect to each of the Subcontractors which the Contractor intends to use on the Project.

C. Depending upon the type of the work, other essential factors, as the Owner may determine.

D. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.

E. By submitting its Bid, the Bidder agrees that the Owner's determination of responsibility shall be final and conclusive, and that if the Bidder, or any person at the Bidder's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, the Bidder will reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the cost of collection.

F. Within seven (7) calendar days of receipt of the bids or such longer time as may be permitted in writing by the Owner, the apparent low Bidder will submit the following:

G. The Schedule of Values (breakdown of Labor and Material) for the Project, including the sum and percentages for each.

After approval by the Owner and Owner's Representative of the list of proposed Subcontractors, suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner and Owner's Representative.

H. No Bidder may withdraw its Bid within sixty (60) days after the date bids are opened.

- I. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

7. **ADDENDA**

A. Any explanation, interpretation, correction or modification of the Bid Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.

B. Contractors should submit questions to the Owner in advance of the bid date, to allow sufficient time for the Owner to respond. All Addenda will be issued except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and Municipal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.

- Copies of each Addendum will be sent only to the Contractors to whom Drawings and Specifications have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Contractor's Review Certificate.

- Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner's Representative any error, omission, inconsistency, or ambiguity therein.

- If a Bidder fails to indicate receipt of all Addenda through the last Addenda issued by the Owner's Representative on its Bid Form, the Bid of such Bidder will be deemed to be responsive only if:

1. The Bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

2. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

8. METHOD OF AWARD

8A. The Owner will receive bids for the Bid Package.

Subject to the right of the Owner to reject any and all bids and as provided below, the Owner will award a multiple contracts for each of the branches of the work or one contract for a combined bid for the work. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.

8B. Determination of Lowest and Best Bid

Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. The Owner, in its sole discretion, will determine whether a Bid or Bidder is the best and most responsible. In determining whether a Bid or Bidder is the best and most responsible, the Owner may consider the criteria set forth in this document and such other criteria as it deems proper.

9. EXECUTION OF CONTRACT

9A. The successful Bidder will be provided with three (3) original forms of the Owner- Contractor Agreement (“Agreement”), and will sign and return the original forms to the Owner, or as otherwise directed, for execution by the Owner. The successful Bidder will be provided with a fully executed copy of the Agreement for its records.

10. PROJECT SCHEDULE

10A. All work shall complete within 30 calendar days from Notice to Proceed.

10B. Within ten days of receipt of “notice to proceed” the successful bidder will furnish a critical path schedule reflecting the above dates. This schedule will include verifiable milestones to enable monitoring of the project schedule during the construction period.

11. LIQUIDATED DAMAGES

A. The successful Bidder shall have its work substantially completed (as Substantial Completion is defined in the Contract Documents) by the respective as referenced in Section N. For purposes of the Contract Documents applicable to the Contractor, the term "Substantial Completion" shall refer to the date of completion for the Contractor's portion of the Work, as established in the various phases of the critical path schedule.

B. By submitting the Bid, the Bidder agrees that the periods for performing the Work are reasonable, and that the Bidders Work can be substantially complete by its applicable Date(s) for Substantial Completion.

C. If the Successful Bidder does not have its Work on the Project substantially complete by the Dates for Substantial Completion for its portion of the Project as established in the Project Time Schedule, the Successful Bidder will pay the Owner (and the Owner may set off from sums coming due the Successful Bidder) liquidated damages at the rate of \$50.00 per calendar day beyond the date of Substantial Completion.

D. The Bidder acknowledges by submitting its bid and entering into a contract with the Owner that such amounts of liquidated damages represent a reasonable estimate of the actual damages that the Owner would incur if the work is not substantially complete by the foregoing dates. These liquidated damages are damages for loss of use of the Project, and the successful Bidder in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims as provided in the Contract Documents, and, if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents.

END OF INSTRUCTIONS TO BIDDERS



SECTION V- GENERAL DEFINITIONS

SECTION V - GENERAL DEFINITIONS

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GENERAL DEFINITIONS

When used in this Invitation to Bid or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.

1. **AGENCY:** City of Trotwood, Ohio.

2. **AUTHORIZED DISTRIBUTOR:** The bidder/vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment or services listed in the bid/contract. The authorized distributor must maintain active and sufficient facilities necessary to perform the awarded contract, own title to the goods inventoried within these facilities and maintain a true stock of these goods on a continuing basis and in sufficient quantity to provide uninterrupted service to ordering agencies.

3. **BIDDER:** The company and/or authorized representative of the company who has signed and is submitting the signed bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid.

4. **EQUIPMENT:** Items, implements and machinery with a predetermined and considerable usage life.

5. **INVITATION TO BID/CONTRACT:** All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation of the bidder's response, the Invitation to Bid then becomes the contract between the City of Trotwood and the successful bidder and is governed by the laws of the State of Ohio.

6. **INVOICE:** An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.

7. **LOWEST AND BEST BIDDER:** A bidder who offers the lowest and best bid for the goods or services listed in the bid; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give him a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.

8. **MATERIALS:** Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.

9. **PURCHASE:** To buy, purchase, installment purchase, rent, lease, lease purchase or otherwise acquire equipment, materials, supplies or services. "Purchase" also includes all functions that pertain to obtaining equipment,

materials, supplies or services, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

10. **SERVICES:** The furnishing of labor, time or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not include services furnished pursuant to employment agreements or collective bargaining agreements.

11. **SPECIFICATION:** Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.

12. **SUPPLIES:** Provisions and items normally considered expendable or consumable.

13. **UNBALANCED:** Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the City of Trotwood, or if such unbalanced prices are contrary to the interest of the City.

14. **VENDOR:** The bidder who, upon awarding of a contract, becomes the prime vendor who is considered to be the primary source for providing the goods or services listed in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.



**SECTION VI- STANDARD TERMS AND
GENERAL CONDITIONS**

SECTION VI – STANDARD TERMS AND GENERAL CONDITIONS

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STANDARD TERMS AND GENERAL CONDITIONS

1. HEADINGS: The headings used in this Invitation to Bid are for convenience only and shall not affect the interpretation of any of the terms and conditions thereof. When terms and conditions set forth elsewhere in the ITB conflict with these terms and conditions, the ITB standard terms and conditions shall prevail.
2. GOVERNING LAW /SEVERABILITY: The ITB, award and the agreement entered into with the successful bidder (hereinafter referred to as "the Contract") are governed by the laws of the State of Ohio. If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.
3. INFORMATION REQUESTED: Bidders shall furnish all information as requested in the ITB. Additional information, necessary for evaluation of the bid, may be attached to the bid and shall be properly identified as being part of the bid. The City of Trotwood reserves the right to request literature, or other documentation for clarifications, although such may not have been set forth in the ITB. Failure to provide required information may render the bid invalid.
4. SAMPLES REQUESTED: When requested, samples shall be furnished at bidders' expense, and unless otherwise specified, prior to opening of the bid. Samples shall be clearly identified by bidder's name, the bid number, corresponding item in the bid and bid opening date. The City of Trotwood acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's products. In such situations, samples may be submitted by manufacturers on behalf of multiple distributors, provided that such samples shall be accompanied by written documentation, on manufacturer's letterhead, signed by authorized representative of manufacturer, listing the named distributors for whom the samples are provided. Any bidder not appearing on this listing and who has failed to furnish requested samples shall be considered non-responsive. Unless otherwise stated, any sample submitted with the bid shall not be deemed to vary from any of the provisions, specifications, or terms and conditions of the bid. When requested in writing, samples not destroyed in testing, shall be returned at the bidder's expense. Samples not so requested shall become the property of the City of Trotwood. Unsolicited samples which are submitted, shall be at the bidder's risk and, shall not be examined or tested, and shall not be considered in the evaluation process. The City of Trotwood reserves the right to request samples although such may not have been set forth in the ITB.
5. USE OF BRAND NAMES IN ITB: Brand name, trade name, manufacturer's name, or catalog number ("brand names") listed in the ITB are used only for the purpose of description and to establish a base level of quality. Any item offered, which contains components of equal or better quality, will receive consideration for potential award. Equivalency is determined by whether the item bid is both functionally and qualitatively equal or identical to the specification to which the equivalency standard applies. Bidders are required to list any and all deviations from the bid specifications. The City of Trotwood

reserves the right to reject any items listing deviations which it considers to be of less quality and which may result in providing the bidder with an unfair advantage over other bidders. When applicable, bidders shall be required to state brand names etc. of products being offered in their bids. If brand names are not indicated in the bidder's response, the City of Trotwood shall consider the response to be offering the brand name listed in the ITB. Changes or alterations to brand names will not be permitted after the opening of the bid unless prior written approval is given by the City of Trotwood or designee. When applicable, failure of any successful bidder (hereinafter referred to as the "vendor") to provide the brand name product, as set forth in the Contract, will be deemed a breach which may result in the immediate cancellation of the Contract and assessment of any costs the City of Trotwood may incur when replacing these items.

6. **UNIT PRICE GOVERNS:** The unit price governs the award unless otherwise specified in the ITB. The unit price must be entered for each item being bid. Use of ditto marks, arrows, or other markings in lieu of the actual unit price shall be deemed non-responsive. Lot prices listed in the unit price area shall be considered as the unit price unless clearly identified as the lot price. Any request to change or alter the price after opening of the bid shall not be allowed. Bidders should review bid pricing carefully, as once a contract is awarded, the vendor shall be required to deliver the goods or services at the prices quoted. Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the bid or payment thereof.

7. **BIDS FIRM:** Once opened, all bids are firm and cannot be altered. Once a contract is awarded, the vendor shall deliver at the prices and terms quoted. The City of Trotwood shall receive the benefit of any decrease in price during the guaranteed price period. Unless otherwise stated, all bids shall remain valid for a period of sixty (60) calendar days after the bid opening date.

8. **MODIFICATION OF BIDS:** A bidder may request to modify their bid response prior to the scheduled date and time set for bid opening. If changes or alterations are made to the bid response, the original information must be lined or opaqued out with the new information inserted. All changes, corrections, or alterations must be legible and initialed by the bidder. Illegible modifications shall result in disqualification of the items. Failure of the bidder to initial any such modifications may result in disqualification of the items which have been modified. The City of Trotwood reserves the right to request written certification from the bidder verifying that such changes were made by the bidder and are applicable to the ITB and any resulting Contract. All documents relating to the modification shall be made a part of the bid file.

9. **WITHDRAWAL OF BIDS:** **Prior to the scheduled time and date for opening:** A bidder may, by written notice to the City of Trotwood, request to withdraw their bid response. Such written notice must set forth reasons for the withdrawal. **After bid opening,** a bidder may request to withdraw their bid response from consideration if the price bid is substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the bid

price being substantially lower was due to an unintentional and substantial arithmetical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid. Written notice of any such request to withdraw must be received within two days after the bid opening date. All requests to withdraw a bid must be placed in writing to the City of Trotwood and no bid may be withdrawn without written approval from the City of Trotwood. The decision to allow a bid to be withdrawn is at the sole discretion of the City of Trotwood. If the bid is to be awarded by category, the withdrawal request will apply to all items within the category. All documents relating to any withdrawal request will become a part of the permanent bid file.

10. TAXATION: The Owner is a political subdivision of the State of Ohio. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed sales tax exemption certificate, executed by the successful Bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request. The City of Trotwood does not agree to pay any taxes on commodities, goods, or services acquired from any vendor.

11. REJECTION OF ANY/ALL BIDS: The City of Trotwood reserves the right to accept, or reject, any or all bids, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the bid being non-responsive, provided however, that the City of Trotwood determines that this does not affect the amount of the bid or result in a competitive advantage to the bidder.

12. AWARD: The Contract shall be awarded to the lowest and best bidder who meets or exceeds the requirements specified in the ITB. Unless otherwise stated, the Contract may be awarded, at the sole discretion of the City of Trotwood, as a whole or in part. Bidders may offer cash discounts for prompt payment of invoices. However, such discounts will not be used in determining the final net prices offered. The City of Trotwood may take advantage of such discounts, if offered. The City of Trotwood shall award the Contract within a reasonable period of time after the bid opening. The City of Trotwood reserves the right to extend all term contracts 30 days beyond the contract expiration date.

13. DISQUALIFICATION OF BIDDERS: Any of the following, non-exclusive reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal:

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B. Evidence of collusion among bidders.

C. Bid prices which are in the City of Trotwood's opinion unbalanced.

14. CREATION OF THE CONTRACT: A Contract is created between the vendor and the City of Trotwood when the City Manager accepts the competitive

bid and acknowledges the acceptance in writing. The Contract shall become operational only when a purchase order has been issued to the awarded vendor. The Contract shall contain all the terms and conditions of this ITB, as well as the accepted responses in the bid proposal, except that no responses may change or alter the terms and conditions of this ITB.

15. **NON-ASSIGNMENT OF INTEREST:** The vendor shall not assign any interest, duty or right under the Contract, in whole or in part, without prior written approval from the City of Trotwood.

16. **PURCHASE ORDER:** The City of Trotwood is not obligated to purchase any goods or services provided by the vendor as a result of the award of the Contract to the vendor. The City may require that an official Trotwood purchase order must contain approval signatures of the City Manager and Finance Director and Director of a Department or Division Head. The approved purchase order shall authorize the vendor to provide goods or services listed on the order and will obligate the City of Trotwood to pay for such goods or services upon completion of delivery or performance of service by the vendor. Any order that is not placed on an approved Trotwood purchase order shall not be considered a valid order and may result in denial of payment and/or return of goods at the vendor's expense.

17. **DELIVERY /FREIGHT CHARGES:** Unless otherwise stated, the City of Trotwood shall not be responsible for freight or delivery charges. Prices are to be based upon the products or services being offered F.O.B. destination, freight prepaid by the vendor to the locations set forth in the ITB or as listed on the purchase order issued pursuant to any Contract awarded. Any shipment marked C.O.D. shall be rejected and returned at the vendor's expense.

18. **DELIVERY/INSPECTION AND ACCEPTANCE:** Upon delivery of the product/service, the City of Trotwood retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded Contract. In the event that the product/service does not meet the specifications, the City of Trotwood shall notify the vendor for removal/replacement of the product or service. The City of Trotwood shall retain all rights and remedies as described herein. Wherein products ordered by the City of Trotwood are delivered to a facility, which is not owned by the City of Trotwood and where the City has contracted with this facility to take delivery of products ordered by the City of Trotwood, acceptance will occur when the products have been inspected and accepted by the City of Trotwood within a reasonable amount of time after delivery to the facility. The City of Trotwood shall not be responsible for any storage costs incurred prior to the inspection and acceptance.

19. **DELIVERY/TITLE TO THE MERCHANDISE:** Title to the products passes to the City of Trotwood upon inspection and acceptance of the products. The City of Trotwood shall approve and process payment for the products upon the passing of title.

20. **LATE DELIVERY CHARGE:** The vendor shall be responsible for any and all damages for noncompliance with the delivery schedules set forth in the ITB or any awarded Contract. The vendor shall be required to make delivery of the product or service in accordance with the terms of the Contract and/or as stated on the Purchase Order. Unless prior approval to extend the delivery date has been granted to the vendor by the city, any failure to meet the scheduled delivery date may result in the vendor being assessed a late delivery charge of 1 % of the value of the Purchase Order or \$50, whichever is less, for each calendar day beyond the scheduled delivery date. (Delivery to the City of Trotwood must be made Monday through Friday, except holidays). If such delay is caused by the City of Trotwood, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date shall be at the sole discretion of the City of Trotwood. Continued failure to meet scheduled delivery dates may result in the vendor being found to be in default.

21. **INVOICING:**

A. Invoice Submission: The vendor shall submit a proper invoice for goods provided or services performed under the same company name and Federal Tax Identification number used at the time the ITB was submitted and subsequently accepted. A proper invoice shall be submitted directly to the City of Trotwood's Finance Department billing office as indicated on the purchase order within thirty (30) calendar days after receipt of goods or services, or risk being in breach of contract. A proper invoice means receipt of both (a) an invoice as defined under the general definitions section of the ITB and (b) the purchased equipment, materials, goods, supplies, or services, both of which shall be free of defects, errors, discrepancies, and other improprieties. The City of Trotwood is in receipt of a proper invoice as soon as it has such invoice and such purchased goods or services.

A proper invoice shall include but may not be limited to:

- 1) Vendor's name and address as designated in the Contract.
- 2) Vendor's Federal E.I.N. number
- 3) Invoice remittance address as designated in the Contract
- 4) The Purchase Order number authorizing the purchase of goods or services, where applicable
- 5) Description, including time period, unit price, quantity, and total price of goods or services delivered or rendered as specified in the Purchase Order
- 6) Assessments for load limit violations, non-compliance with specifications, late delivery, and other necessary deductions that have been properly applied, etc.

B. Defective Invoices: In the event the City of Trotwood is in receipt of defective or improper invoices, the City shall postpone payment. Invoices shall be returned to the vendor noting areas for correction. If such notification of defect

is sent, the required payment date shall be thirty (30) calendar days after receipt of the corrected invoice.

C. Payment of Invoices: The City of Trotwood shall make prompt payment for any goods or services acquired from the vendor. Upon receipt of a proper invoice, payment, subject to the foregoing provision and, unless otherwise stated, shall be made within thirty (30) calendar days. The City of Trotwood will make payment to the same company name and Federal Tax Identification number awarded the Contract. No payments shall be made to parent or subsidiary companies. Any changes regarding payment after formation of the Contract will not be permitted without the City's Approval.

22. BREACH OF CONTRACT:

A. When the vendor fails to perform its contract obligations or refuses to correct problems identified by department personnel or fails to perform with diligence and adequate force as required to complete the Contract in a timely manner the vendor will be declared to be in breach of contract.

B. The vendor shall be given a written notice of its breach of contract by the City of Trotwood. This notice will clearly state the performance problems that need to be cured. The notice will be sent certified or express mail.

C. The vendor shall commence its cure within ten (10) calendar days or within a time frame agreed upon by the parties or risk being in default. If the performance problems have not been cured or good faith efforts have not been made within either the ten (10) calendar day period or another agreed upon time frame, the City of Trotwood may declare the vendor in default.

D. The City of Trotwood may recover from a vendor who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code incurred by the City of Trotwood in promptly obtaining the conforming articles.

23. TERMINATION FOR CAUSE - DEFAULT

A. When the vendor is declared to be in default, a written Notice of Default will be faxed and sent certified or express mail to the vendor and the Contract will be terminated.

B. Once the vendor has defaulted and the Contract terminated, the vendor shall cease all work and/or deliveries. Further, all pay estimates or invoices shall cease until the City of Trotwood conducts a final accounting.

C. If the City incurs further expenses in purchasing materials or supplies on the open market, the excess costs shall be paid by the terminated vendor.

24. **FORCE MAJEURE:** Except as otherwise provided herein, neither the vendor nor the City of Trotwood shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein, shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire; storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent it from occurring.

25. **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS:** The vendor, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The vendor further agrees that he/she is in compliance with the non-discrimination, affirmative action requirements of Ohio Revised Code Section 125.111.

26. **NON-APPROPRIATION OF FUNDS:** It is understood that the City of Trotwood's funds are contingent upon the availability of lawful appropriations by the Trotwood City Council. Subject to the applicable provisions of the Ohio Revised Code, the City of Trotwood represents: that it has adequate funds to meet its obligations under any Contract awarded as a result of this ITB during the current fiscal year; that it intends to maintain any Contract awarded as a result of this ITB for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period. However, if the Trotwood City Council fails at any time during such Contract period to continue funding for any Contract awarded as a result of this ITB, the City of Trotwood's obligations under such Contract are terminated as of the date that the funding expires without further obligation of the City.

27. **CANCELLATION:** Any Contract awarded as a result of this proposal may be canceled by the City of Trotwood after the expiration of sixty (60) days from the effective date of the Contract by giving thirty (30) days prior written notice of intent to cancel to the other party. However, in the event that services/materials supplied by the vendor do not comply with the terms/specifications in the ITB, the City of Trotwood reserves the right to cancel this Contract immediately.

27A. **CANCELLATION FOR FINANCIAL INSTABILITY:** The City of Trotwood may cancel this Contract immediately by written notice to the vendor if a petition in bankruptcy or similar proceeding has been filed by or against the vendor.

27B. **CANCELLATION DUE TO AWARD ERROR:** Any Contract awarded in error may be rescinded at the City of Trotwood's discretion.

28. INDEMNIFICATION: The vendor shall defend, indemnify and hold harmless the City of Trotwood for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which arise as a result of the services performed by the vendor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract.

29. CONFIDENTIALITY: The vendor acknowledges that some of the information, documents, data, records, or other material provided by the City of Trotwood during the performance of the Contract may be of a confidential nature. The vendor agrees that it will not disclose any information obtained by it as a result of the Contract, without written permission from the City of Trotwood. Further, vendor agrees to make all reasonable efforts to ensure that no such confidential information is disseminated by its employees. The restrictions herein shall survive termination of the Contract. The vendor shall assume that all aspects of information, documents, data, records or other material are confidential unless otherwise indicated.

30. CONFIDENTIAL DATA: The City of Trotwood reserves the right to request additional confidential information, including but not limited to, financial information, to be used for evaluation purposes even though such information may not have been required by the ITB. In the event such information is requested, the City of Trotwood agrees to retain such information as confidential to the extent permitted by law.

31. DRUG-FREE WORKPLACE: By virtue of the signature on the last page of the ITB, the bidder certifies, to the best of his/her ability, that its employees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on City of Trotwood property. Failure to comply may result in immediate termination of any Contract awarded.

32. WORKERS' COMPENSATION: Vendor shall be in compliance with all State and Federal laws pertaining to the type of service requested, such as Workers' Compensation.

33. TIE BID PROCESS:

1. If two or more bids offer the same unit price, the City of Trotwood will break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given a deadline to submit a written revised unit price for the affected item or items.

2. If a tie still exists, the City of Trotwood may repeat this process or look to past or current performance in order to secure the item or items. The City of Trotwood will not allow a tie bid situation to otherwise unnecessarily delay a potential award.

34. DEVIATIONS: Statements or modifications that deviate from the ITB's terms, conditions, specifications and requirements (such as altering delivery, changing F .O.B., price list subject to change, etc.) may render a prospective vendor's bid non-responsive if the City of Trotwood determines that the deviation

or modification affects the amount of the bid or results in a competitive advantage for the bidder.

35. FINDING FOR RECOVERY: The vendor affirmatively represents to the City of Trotwood that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The vendor agrees that if this representation is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by the City of Trotwood hereunder shall be immediately repaid to the City, or an action for recovery may be immediately commenced by the City of Trotwood for recovery of said funds.

36. CONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph. Certificates of Insurance, together with duplicates of the policies, fully executed by officers of the Insurance Company, shall be filed with the Engineer and City for approval. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractor has been so obtained and approved. The Contractor may also be required to submit the original insurance policies for inspection and approval of the City before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without ten (10) days notice in advance to the City and consented to by the City, and the policy shall so provide.

a. Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project.

b. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under this Contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide for any such of his employees, and shall provide or cause such Subcontractor to provide Employer's Liability Insurance for the protection of his employees not protected by the Workmen's Compensation Statute.

c. Comprehensive General Liability Insurance: The Contractor shall take out and maintain during the life of this contract Comprehensive General Liability Insurance providing, without limitation, such coverage as personal injury, bodily injury, broad form property damages, independent contractor, completed operations and products, and public liability coverage as shall protect him, the City, and any Subcontractor during the performance of work covered by this Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them, or

in such a manner as to impose liability on the City. Such insurance shall name the City as Insured along with the Contractor, and shall hold harmless the City against all suits and claims arising from or as the result of the operations of the Contractor or his Subcontractors. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit.

d. Insurance Covering Special Hazards: Special hazards as determined by the City shall be covered by rider or riders in the Comprehensive General Liability Insurance Policy or policies herein elsewhere required to be furnished by this Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract, included herewith.

e. Comprehensive Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance providing, without limitation, such coverage as liability, and non owned and hired car coverage. Such insurance shall cover the use of all motor vehicles engaged in operating within the terms of this Contract on the site of the work to be performed thereunder unless such coverage is included in the insurance specified in Item 3(b). Such insurance shall name the City as Insured along with the Contractor, and shall hold harmless the City against all suits and claims arising from or as the result of the operations of the Contractor. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit.

f. Subcontractor's Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability.

Subcontractors shall also be required to take and maintain Automobile Insurance in like amounts to that required of the Contractor on all automobiles operated by each Subcontractor on the site of the work.

g. Fire Insurance: The Contractor shall take out and maintain a fire, extended coverage, vandalism and malicious mischief insurance policy protecting the Contractor and the City up to the date of final acceptance of the completed work performed under this Contract.

37. SUBCONTRACTORS: The Contractor shall notify the City in writing of the names of the Subcontractors proposed on the Contract and shall not employ a Subcontractor until the City's approval in writing has been obtained. In case such approval is given, the contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50 percent of the total contract cost.

The Contractor agrees to be fully responsible to the City for the acts of omissions of his Subcontractors and of any one employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City.

The Contractor agrees to bind every Subcontractor (and every Subcontractor of a Subcontractor) by the terms of the General and Special Conditions of the Contract, Applicable Contract Drawings and Specifications, as far as applicable to his work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

38. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded (or hazards eliminated) in accordance with the safety provisions of the Manual of Accident Prevention in construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

39. PROTECTION OF WORK: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and adjacent property from injury arising in connection with his Contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by his operations in the performance of his Contract and the Contractor shall defend any suit that may be brought against himself and/or the City on account of damage inflicted by his operations, and shall pay any judgments awarded to cover such damage.

40. WORK IN BAD WEATHER: No construction work shall be done during stormy, freezing, or inclement weather, except as can be done satisfactorily and in a manner to secure first-class construction throughout, and then only subject to permission of the City.

41. COMPLIANCE WITH LAWS-PERMITS AND SURVEYS: The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work and/or required by Municipal, State and Federal Regulations and Laws unless specifically provided otherwise in the Special Conditions of the Contract and/or in the Contract Specifications. (The City will furnish all site surveys, unless otherwise provided in the Special conditions of the Contract).

42. DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENTS: The Contractor shall pay for all royalties and patents for any patented products used by him or incorporated in the work, and shall defend all claims or suits for infringements of any patent right brought against himself or the City, and shall save the City harmless from loss on account thereof; the Contractor shall indemnify and save harmless the City and its officers and agents from all damages, judgments, claims and expenses arising from the infringement

of any letters patent, or patent right, or because of any royalty, fee or license for the use, arrangement or operation of any tools, machinery, appliances, devices, or materials which may be used by the Contractor or furnished by him in fulfillment of the requirements of this contract. In the event of any claim or action at law on account of such patents or fees, it is agreed that the City may retain out of the moneys which are or which may become due the Contractor under this Contract, a sum of money sufficient to protect itself against loss, and to retain the same until said claims are paid or satisfactorily adjusted.

43. Schedule of Liquidated Damages:

Amount of Liquidated Damages to be deducted for each calendar day of overrun time:

<u>Original Contract Amount</u>		
<u>From More Than</u>	<u>To and Including</u>	<u>Amount Damages</u>
\$ 0	\$ 50,000	\$ 100.00
\$ 50,000	\$ 500,000	\$ 300.00
\$ 500,000	\$ 2,000,000	\$ 600.00
\$ 2,000,000	\$ 5,000,000	\$ 800.00
\$ 5,000,000	\$ 10,000,000	\$ 900.00
\$ 10,000,000	\$ 15,000,000	\$ 1,000.00
\$ 15,000,000	\$ 20,000,000	\$ 1,250.00
	Over \$ 20,000,000	\$ 1,500.00

44. OTHER CONTRACTS: The City may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of the work by any other Contractor.

45. FINAL TESTS: After completion of the work to be performed on this Contract, the Contractor shall make any and all tests required by Municipal or State regulations and where so provided in said regulations shall furnish the City with certificates of inspection by the Municipal or State regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the City or the public, and all tests needed to determine complete and faithful compliance with all provisions of this Contract.

46. CLEANING UP AND FINAL INSECPTION: The Contractor shall at all times keep the site of the work free from accumulation of waste materials or rubbish caused by the employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools,

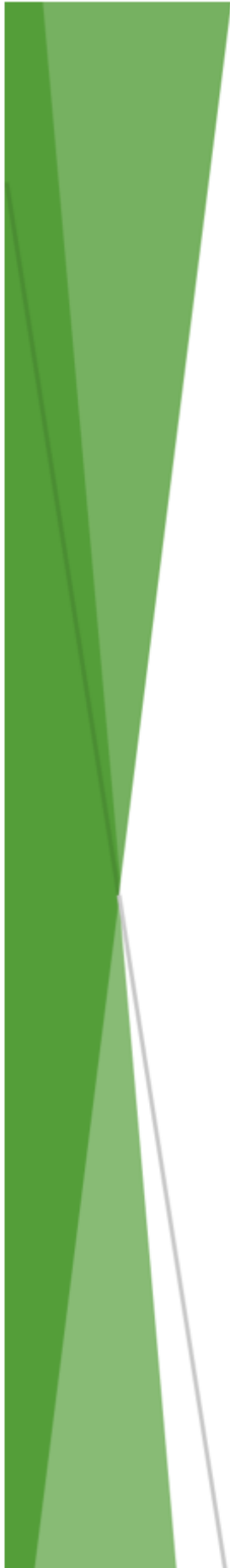
equipment, scaffolding, and surplus materials and shall leave the completed work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the several contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the City to be just.

On or before completion of the work, the contractor shall, without charge, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work and shall remove all rubbish of all kinds from the grounds which he has occupied and shall leave the work clean and in good condition.

47: FINAL ACCEPTANCE OF THE WORK: The Contract shall be deemed as having been finally accepted by the City when its Fire Chief accepts the work.

48. PREVAILING WAGE RATES: The Contractor shall agree to pay the prevailing wage rates for work in this area, as required by the Ohio Revised Code, Sections 4115.03 through 4115.10. The wage rates to be used on this project are included herewith on the following pages.

49. LABOR STANDARDS: Particular attention is called to certain sections of Revised Code of Ohio, which follows.



SECTION VII- WAGE RATES

REVISED CODE OF OHIO

Section 153.59

Discrimination and Intimidation on Account of Race, Creed or Color.

That every Contract for or on behalf of the State of Ohio or any townships, Cities, counties, or municipal corporation thereof, for the construction, alteration or repair of any public building or public work in the State of Ohio, shall contain provisions by which the Contractor agrees:

- A. That in the hiring of employees for the performance of the work under this Contract or any subcontract hereunder, no Contractor or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, or color discriminate against any citizen of the State of Ohio, in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates.
- B. That no contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, or color.

Penalties: Be it further provided as a penalty for any breach of said provisions against discrimination.

- A. That there shall be deducted from the amount payable to the Contractor by the State of Ohio or by any City, township, County, or municipal corporation thereof, under this Contract, a penalty of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of the provisions of this Contract.
- B. And that the Contract shall be canceled or terminated by the State of Ohio, or by any City, township, county or municipal corporation thereof, and all money due hereunder may be forfeited for a second or any subsequent violation of the terms or condition of this section of the Contract.

Section 4115.03 through 4115.16, 4115.99

Of the Revised Code of Ohio provides for a minimum rate of wages to be paid laborers and mechanics on Public Improvements estimated over \$50,000.00. A schedule of minimum rates is included therein and made a part hereof. These rates are obtained from the Ohio State Department of Industrial Relations. It is believed that they are latest rates in effect in Montgomery County. The City assumes no responsibility in the event of an error in listing the rates. The bidder and/or Contractor shall verify the corrections thereof.

Schedule of wage rates specified in the Contract shall be posted in a prominent and accessible place on the site of the work.

NOTE: The Revised Code of the State of Ohio, the charter of the City of Trotwood and all City ordinances insofar as they apply to the laws of competitive bidding, contract and purchases, are made a part hereof.

Prevailing Wage Rate
Skilled Crafts
Name of Union: Roofer Local 75
Change # : LCN01-2020fbLoc75

Craft : Roofer Effective Date : 06/04/2020 Last Posted : 06/04/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$24.38		\$8.28	\$8.48	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$43.10	\$55.29
Slate and Tile	\$24.60		\$8.28	\$8.48	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$43.32	\$55.62
Apprentice Percent												
1st term 1000 hrs	50.00	\$12.19	\$2.50	\$0.50	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$17.15	\$23.25
2nd term 1000 hrs	55.00	\$13.41	\$8.28	\$1.27	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$24.92	\$31.62
3rd term 1000 hrs	60.00	\$14.63	\$8.28	\$2.12	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$26.99	\$34.30
4th term 1000 hrs	70.00	\$17.07	\$8.28	\$2.97	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$30.28	\$38.81
5th term 1000 hrs	80.00	\$19.50	\$8.28	\$3.82	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$33.56	\$43.32
Tradesman	79.00	\$19.26	\$5.00	\$1.53	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$27.75	\$37.38

Special Calculation Note : Other is for National Roofing Industry Pension Plan.

Ratio :

3 Journeymen to 2 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ALLEN, AUGLAIZE, CLARK, CLINTON, DARKE, GREENE, MERCER, MIAMI, MONTGOMERY, PREBLE, SHELBY, VAN WERT

Special Jurisdictional Note:

Details:

Prevailing Wage Rate
Skilled Crafts
Name of Union: Labor Local 1410 Building

Change # : LCN01-2019bLoc1410

Craft : Laborer Effective Date : 07/03/2019 Last Posted : 07/03/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$25.90		\$7.00	\$3.70	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.10	\$50.05
Group 2	\$26.50		\$7.00	\$3.70	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.70	\$50.95
Group 3	\$27.00		\$7.00	\$3.70	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.20	\$51.70
Apprentice Percent												
Building Laborer 1-1000 hrs	60.00	\$15.54	\$7.00	\$3.70	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$26.74	\$34.51
1001-2000	70.02	\$18.14	\$7.00	\$3.70	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$29.34	\$38.40
2001-3000	80.00	\$20.72	\$7.00	\$3.70	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$31.92	\$42.28
3001-4000	90.00	\$23.31	\$7.00	\$3.70	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$34.51	\$46.17
More than 4000 hrs	100.00	\$25.90	\$7.00	\$3.70	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.10	\$50.05

Special Calculation Note : \$0.10 LECET is for Labor Management.

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CHAMPAIGN, CLARK, DARKE, GREENE, LOGAN,
MIAMI, MONTGOMERY, PREBLE

Special Jurisdictional Note :

Details :

Group 1

Building & Construction Laborer, Railroad Laborer, Asbestos & Hazardous Waste (Levels A,B,C, & D),Concrete Crew, Form Setter, Pipelayer, Bottom Man, Burner (Cutting Torch), Welder Helper, All Machine & Power Driven Tools, Sandblaster, Yardman-Landscaping,Sewer Jet, Waterperson, Tool Cage Laborer,Unloading Furniture & Fixtures,Final Clean-Up Watchman, Residential Construction, Signal Men

Group 2

Mason Tender For Bricklayers, Flexcore, Firebrick Tender (Blast Furnaces,Soaking Pits,Stoves & Stacks), Plasterer Tenders & Lathers

Group 3

Tender Operator

Asbestos, Lead and Hazardous Material:

The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials is defined as all work included in the erection, moving servicing and dismantling of all enclosures, scaffolding, barricades, etc. and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement or asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal; as well as the clean-up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

Level A

Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health. This ensemble includes a fully encapsulated chemical suit, self contained breathing apparatus (SCBA) or airline fed respirator, and various types and numbers of boots and gloves.

Level B

Protective equipment includes a chemically resistant splash suit and a SCBA or airline respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries.

Level C

Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters.

Level D

To be worn only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection.



SECTION VIII- INVITATION TO BID

INVITATION TO BID

**CITY OF TROTWOOD, OHIO
3035 N. Olive Road
Trotwood, Ohio 45426
Administrative – (937) 837- 7270
Fax – (937) 837- 0220**

**STATION 72 ROOFING PROJECT
(5469 LITTLE RICHMOND RD, TROTWOOD, OHIO 45426)
PROJECT NO. 2502020**

Commodity: Roof Replacement

Bid Description: “Station 72 Roof Replacement”

Bid Opening Date: 11/23/2020 Time: 9:00 A.M. EST

DO NOT SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID

NAME AND ADDRESS INFORMATION MUST APPEAR BELOW

Submitted by:

Company Name:_____

Federal Tax ID No:_____

Street Address:_____

P.O. Box:_____

City:_____

State:_____

Zip Code:_____

Telephone Number:_____

Fax Number:_____

Email Address:_____

Is your Company able to accept a Credit Card: Yes_____ No_____



SECTION IX- REQUIREMENTS AND SPECIFICATIONS

REQUIREMENTS AND SPECIFICATIONS

Section 1: Intent

The purpose of the ITB is to establish pricing for replacement of Station 72 roof: including removal of current roof; installation of new sheathing; underlayment; water and ice shield; drip edge; flashing, rubber boots, and sealants; shingles; ridge ventilation; and labor

Section 2: Free on Board (F.O.B.) Destination

The net unit bid price shall include delivery charges, Free on Board (F.O.B.) to:

The City of Trotwood Fire & Rescue
5469 Little Richmond Road
Trotwood, Ohio 45426

Section 3: Delivery

Delivery (and installation if contained in the specifications) shall be made within **100** calendar days upon written or verbal notification of a valid City of Trotwood purchase order.

3.1: Delivery Hours

All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, unless special permission is granted by the City of Trotwood to temporarily waive or adjust this requirement.

Section 4: Product Specifications

SPECIFICATION AND DOCUMENTATION OF COMPLIANCE SHEET
STATION 72 ROOF REPLACEMENT AND ASSOCIATED ACCESSORIES

BIDDER'S NAME:

NAME AND LOCATION OF MANUFACTURER:

MAKE AND MODEL:

WARRANTY COVERAGE AND PERIOD(S):

General:

The general provisions of the Contract, including General Conditions and Specification Sections apply to this Section.

The Trotwood Fire & Rescue Department Station 72 roof replacement has been approved by the City of Trotwood; granting the removal and replacement of the current roof.

These specifications are intended to describe the minimum performance and product criteria of ROOF REPLACEMENT, REMOVAL OF CURRENT ROOF; AND ASSOCIATED ACCESSORIES to be used for repair of Trotwood Fire & Rescue Station 72.

Note: Any reference to manufacturer name brands are to specify the minimum features and level of quality. Unless otherwise stated, equals are acceptable provided they are approved by the City of Trotwood before award of this bid.

A. SCOPE

The Trotwood Fire & Rescue Department roof replacement has been approved by the City of Trotwood granting the removal and disposal of existing roof. Replacement of the current roof including installation of new sheathing; underlayment; water and ice shield; drip edge; flashing, rubber boots, and sealants; shingles; ridge ventilation; labor; and associated accessories.

Gutters and downspouts are to be protected and returned to operating condition at the end of the Work. The Contractor will be required to replace any gutters or downspouts damaged during the project. Replacement gutters and downspouts shall be new.

Patching and Repairs-Perform all necessary patching and repair to the items scheduled to remain.

Perform all demolition and removal work as indicated in General Conditions.

STATION 72 ROOF REPLACEMENT

The specifications are generic in nature and are not all inclusive. The specifications are the minimum standard that must be set in order to be considered for the Contract award.

1. Remove and Dispose of Existing Roof: This item includes removal of all existing roofing material including but not limited to shingles, nails, or roof fasteners, felt underlayment. Also check existing sheathing and re nail any loose nails or add nails as required to properly secure sheathing for proper installation of the new roofing material. This item includes; providing proper protection, disposal, and clean up, supervision, associated with this phase of the work.
2. Carpenter-General Framer shall be by hour. Labor to remove, cut and set into valley from being lifted.
3. Telehandler/forklifter and operator shall be by hour.
4. Furnish and Install new Composition Shingles: including underlayment and all necessary associated materials required to install a complete weather tight roof in accordance with manufacturer's recommendations. This item includes all protection, clean up, and other necessary tools equipment and labor to install the work as described in the Contract Documents. Provide the Owner with 3 copies of the Shingle Installation instructions printed on the Shingle Packages.
5. Furnish R &R Drip Edge: Furnish and install the specified drip edge along the full length of the roof eaves. Unit Price shall be on a per linear foot basis.
6. Furnish and Install Ice & Water Barrier in accordance with manufacturer's recommendations.
7. Furnish and Install R & R Ridge caps. Unit Price shall be on a per linear foot basis.
8. Ridge Vent: Remove existing ridge vent and furnish and install new ridges vent on roof designated for same. Unit Price shall be on a per linear foot basis.
9. Furnish and Install R & R Sheathing. Unit Price shall be on a square foot basis.
10. Furnish and Install Step Flashing, Pipe Jack Flashing and R & R Counterflashing -Apron flashing in accordance with the Contract Documents.
11. Reseal Rubber Roof on opposite sides of building along with check drains for any movement from winds.
12. Delivery/Freight Charges to be provided by vendor (see "Standard Terms and General Conditions" #17).

B. SPECIFIED PRODUCT WARRANTY:

In addition to the Guarantees and Warrantees required by the General Conditions:

1. The products supplied shall be guaranteed to be new, of current design, free of all defects in material and workmanship. All materials and workmanship shall be guaranteed by the Contractor and the Surety for a period of one (1) year from date of final acceptance and this guarantee must be covered in the Surety Bond for the Contract.
2. The Contractor shall provide the Owner with a copy of the Bill of Sales for the Shingles clearly indicating the product quantity, purchase date, and note indicating the project for which the product is intended for.
3. The Contractor shall provide the Owner with a copy of manufacturer's standard warranty clearly indicating coverage period, labor and materials coverage.
4. The Contractors shall provide the Owner with all supplemental warrantees clearly indicating coverage period, labor and materials coverage.
5. Satisfactory delivery of warrantees shall be precedent to final payment.

C. ADDITIONAL REQUIREMENTS

The successful bidder shall work with the Fire Department to insure the material purchased, all supporting paperwork, and all documentation meets the requirements of the City of Trotwood. The proposal MUST include a statement, signed by the bidder, stating their agreement with this requirement.

Failure to include any of this requested information is grounds to have bid disqualified.

D. ACCEPTABLE MANUFACTURES

The City of Trotwood reserves the right to refuse any or all proposals presented.



**SECTION X-PROPOSAL; PRICING;
STARTING AND COMPLETION**

SECTION X - PROPOSAL

To the City of Trotwood, Ohio:

The undersigned having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, including Advertisement for Bids, Instructions to Bidders, General Conditions of the Contract, the Form of Proposal, the Form of Contract, Form of Bond, etc., Plans, and Project Specifications, and Addenda and Exhibits issued and attached to the Official Contract Document on file in the Office of The City Manager, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work described in the following Bidding Schedule for the construction of _____ Station 72 Roofing, Project #2502020 _____, all in accordance with the Specifications as prepared for the City of Trotwood, including Addenda Number(s) N/A _____, _____ and _____ issued thereto for the sums set forth in the Bidding Schedule.

Station 72 Roofing Project (5469 Little Richmond Rd.), Project 2502020

Unit Price Bid Sheet

ITEM NO.	REF. NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1			SQ	Remove Laminated-comp. shingle rfg. –w/felt	\$	\$
2			SQ	Laminated-comp. shingle rfg. –w/out felt	\$	\$
3			SQ	Roofing felt-15 lb.	\$	\$
4		15 lb	LF	R & R Drip edge	\$	\$
5			SF	Ice and water barrier	\$	\$
6			LF	R & R Ridge cap –composition shingles	\$	\$
7			LF	R & R Ridge cap- venting ridge cap shingles	\$	\$
8			LF	R & R Continuous ridge vent- shingle-over style	\$	\$
9			EA	Step Flashing	\$	\$
10				Snow Boots		
11			HR	Carpenter- General Framer –per hour *Labor to remove, cut and set into valley from being lifted.	\$	\$
12			SF	R & R Sheathing –OSB- 1/2”	\$	\$
13			SQ	Remove Additional charge for high roof (2 stories or greater)	\$	\$
14			SQ	Additional Charge for high roof (2 stories or greater)	\$	\$
15			HR	Telehandler/forklift and operator	\$	\$
16			EA	Flashing-pipe jack	\$	\$
17			LF	R & R Counterflashing-Apron flashing	\$	\$
18			EA	Reseal Rubber Roof *reseal rubber roofs on opposite sides of building along with check drains for any movement from winds.	\$	\$
TOTAL BASE BID					\$	\$

The total amount of the base bid on the estimated quantities given above and the unit price specified by the bidder amount to the sum of: _____ Dollars \$ _____).

The consideration for the performance of said contract is divided as follows (Section 735.06 Ohio Code):

Consideration for Materials	\$ _____
Consideration for Other Obligations	\$ _____
Total Materials and Other Obligations	\$ _____ (Must equal total amount of bid)

COMPLETION DATE: _____

SECTION X - STARTING AND COMPLETION

If awarded a contract under this proposal, the undersigned proposes to start work at the site within _____ calendar days (not to exceed thirty (30) days) after the receipt from the City of an "Order to Commence Work". The undersigned further agrees to start work at the site on a date to be specified in said order from the City, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the City, and agrees to fully complete all work covered by this proposal to the point of final acceptance by the City in accordance with the completion dates established in Section V, General Conditions of this Contract. The undersigned understands and agrees that the City reserves the right to defer award of a written order to start work for a period not to exceed forty-five (45) days after the date herein before established by the undersigned as a proposed starting date.

Date: _____

Firm Name: _____

(SEAL)

By: _____

Title: _____

Official Address:

Phone: _____

(Note: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.)

Failure to sign as indicated shall render your bid non-responsive and ineligible for award.

Your signature indicates that you have read, understand and hereby agree to be bound by all City of Trotwood terms, conditions, specifications and requirements contained in this invitation.

Date: _____

By: _____
Authorized signature by Officer/Agent of the Company

Type or print name shown above

Title of Officer/Agent Signing

Name of Company



SECTION XI-BID GUARANTY AND
PERFORMANCE BOND

SECTION XI- BID GUARANTY & PERFORMANCE BOND

(SECTION 153.57 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 _____,

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 in the full amount of the Principal's bid, including alternatives. Alternatively, if completed, the amount stated must not be less than the full amount of the 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 CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a bid on the above referred 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 the 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, materialmen, 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 wise 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:

SURETY COMPANY ADDRESS:

(Agency Name)

BY: _____

Attorney-in-Fact

(Street)

City

State

Zip



**SECTION XII-NON-COLLUSION AFFIDAVIT &
STATEMENT OF BIDDER'S QUALIFICATION**

NON-COLLUSION AFFIDAVIT

STATE OF: _____
COUNTY OF: _____ ss. _____

_____, being first and duly sworn, deposes and says that he/she is _____ (sole owner, partner, president, secretary) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other 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, or to secure any advantage against any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Signature)

Title: _____

Sworn to and subscribed before me this _____ day of _____, 2020.

Notary Public
My commission expires: _____

SECTION XII - STATEMENT OF BIDDER'S QUALIFICATIONS

(TO BE SUBMITTED BY THE BIDDER BEFORE THE BID OPENING DATE)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder

2. Permanent Main Address

3. When organized

4. If a corporation, when incorporated

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand: (schedule these, showing amount of each contract and the appropriate dated of completion):

7. General character of work performed by your company:

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each; and the month and year completed?

11. List your major equipment available for this contract:

12. Experience in construction work similar in importance to this project:

13. Background and experience of the principal members of your organization, including the officers:

14. Give bank references (optional):



SECTION XIII-CONTRACT

SECTION XIII - CONTRACT

THIS CONTRACT, made the _____ day of _____, 2020, by and between _____

Hereinafter called the "Contractor" and the CITY OF TROTWOOD hereinafter called the "City".

WITNESSETH, that the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of the Improvements of the City included in this Contract, all in strict accordance with the Contract Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contractor's Proposal and the Other Sections of the Contract Documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE II - THE CONTRACT PRICE

The City shall pay to the Contractor for the performance of this Contract subject to any additions or deductions provided therein, in current funds, the contract price computed as shown in the Proposal' and

In strict accordance with all provisions set forth therein, for the Unit Price sum of _____ Dollars (\$_____).

ARTICLE III - COMPONENT PARTS OF THE CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- (1) Addendum No(s). N/A, _____ and _____
- (2) General Conditions of the Contract (Section VI)
- (3) Project Specifications (Section IX)
- (4) Instruction to Bidders (Section IV)
- (5) Advertisement for Bids (Section III)
- (6) Contractor's Proposal (Section X)
- (7) This Instrument (Sections XII, XIV, XV)
- (8) Certificate of Insurance (Section VI, P. 21-22)
- (9) EEO form (EEO-1)

In the event that any provision in any of the above component parts of this Contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other provision in the component part which follows it numerically except as may be otherwise specifically stated.

This Contract is intended to conform in all respects to applicable statutes of the State of Ohio, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

Starting and Completion

The Contractor agrees to commence work under this contract on a date to be specified in a written order from the City, and to fully complete all work included in this Contract to the point of final acceptance by the City in accordance with the completion dates established in Section "V" of the General Conditions. The City agrees not to issue aforesaid written order prior to the time proposed for starting work as stated by the Contractor in the proposal except by mutual agreement between the Contractor and the City. The City further agrees to issue such written order not later than thirty (30) days after the Contractor's proposed starting date, provided that the Contractor has furnished to the City satisfactory evidence of bond and insurance coverage, and that all other conditions of the contract prerequisite to starting work have been complied with by the Contractor.

IN WITNESS WHEREOF, the City of Trotwood, Ohio, by Quincy E. Pope, Sr., City Manager, and

Have hereunto set their hands the day and year first above-mentioned.

ATTEST: _____

CITY OF TROTWOOD
By: _____
City Manager

Company

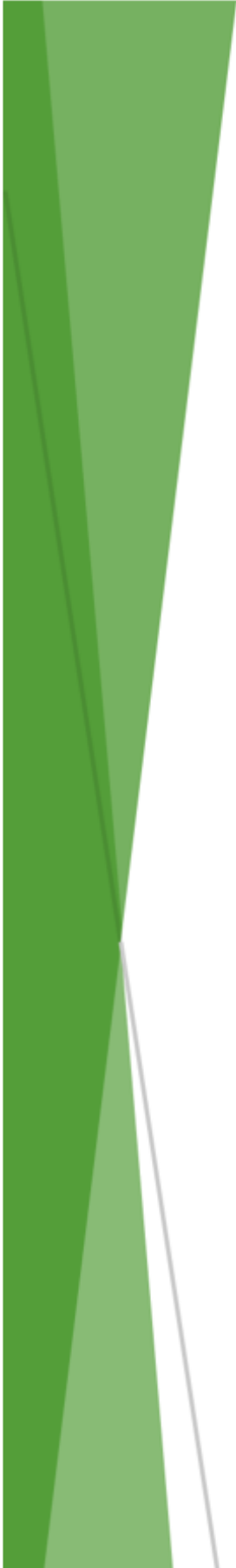
ATTEST: _____

By: _____

Title

APPROVED AS TO FORM:

Law Director



SECTION XIV-CONTRACT BOND

SECTION XIV - CONTRACT BOND

(SECTION 153.57 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 _____, hereinafter

called the Obligee, in the penal sum of _____

dollars, (\$ _____), for the payment which 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 did on the

_____ day of _____, 20 _____, file with the Obligee of

its designated agent, a proposal for the erection and completion of:

NOW, THEREFORE, after the awarding of the said contract in accordance with the proposal, plans, details, specifications and bills of material, which said proposal and contract are made a part of this Bond the same as though set forth herein; 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 pay all lawful claims of subcontractors, materialmen and laborers, for labor performed or material furnished in carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be of the benefit of any subcontractor, materialmen, 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 wise 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:

SURETY COMPANY ADDRESS:

BY: _____

Attorney-in-Fact

City

State

Zip

APPROVED AS TO FORM:

Law Director



SECTION XV-CERTIFICATE OF
AVAILABLE FUNDS
DIRECTOR OF FINANCE

CERTIFICATE OF AVAILABLE FUNDS

As Fiscal Officer for the City of Trotwood, Montgomery County, Ohio, I hereby certify that funds in the amount of _____ Dollars (\$_____) have been lawfully appropriated for the purpose of meeting the obligations of this Contract with _____ duly authorized by Resolution No. _____ as approved by the City of Trotwood Council, Montgomery County, Ohio.

The amount so appropriated is on deposit or in the process of collection to the credit of the appropriate fund free from any outstanding obligations.

Signed this _____ day of _____, 2020.

Fiscal Officer

_____,
Chris Peeples, Finance Director
for the City of Trotwood
County of Montgomery, State of Ohio.