

Addendum 01

DOCUMENT 00 9100

DATE: October 26, 2023

PROJECT: Salt Barn and Nine Acre Site Improvement
2260 Dayton – Zenia Road
Beavercreek, Ohio 45434

PROJECT#: 21062.0

OWNER: City of Beavercreek
c/o Joey Shope
789 Orchard Lane
Beavercreek, Ohio 45434

ARCHITECT: Garmann Miller
38 South Lincoln Drive
P.O. Box 71
Minster, Ohio 45865

TO: Prospective Bidders

This addendum form is a part of the Contract Documents and modifies the Bidding Documents dated October 05, 2023, with amendments and additions noted below.

Acknowledge receipt of this Addendum on the Bid Form. Failure to do so may disqualify the Bidder.

This addendum consists of 2 pages, 2 specification sections and 2 re-issued drawing sheets.

FOR INFORMATION ONLY

1. Pre-bid meeting minutes and the pre-bid meeting sign-in sheet are attached.

CHANGES TO THE PROJECT MANUAL

1. City of Beavercreek Contract Document Packet: Replace this packet (except for the General Provisions and Prevailing Wage Rates) to correct formatting errors. Revise contract duration from 365 calendar days to 184 calendar days.



2. Section 01 23 00 Alternates: Replace this section in its entirety to correct formatting errors.
3. Section 01 45 25 Masonry Inspection Form: Delete this section in its entirety.

CHANGES TO THE DRAWINGS

1. Drawing Sheet A3.1 Door Schedule, Door Details, Building Sections and Wall Details:

Details 14/A3.1, 15/A3.1, 17/A3.1: Change notations in details referencing "Smooth faced Concrete Block Unit (Painted)" to "***Split faced Concrete Masonry Unit (At Exterior Walls) Smooth Faced C.M.U. at Interior Wall***".
2. Drawing Sheet A3.2 Building Sections and Wall Details: Detail 3/A3.2: Change coded note #28 to **#31** (at interior wall)

Keynote Schedule, change coded note #28 to read "***8" x 16" Split faced Concrete Masonry Unit Wall – Reference Structural Drawings***"

Keynote Schedule, add coded note #31 to read "***8" x 16" Smooth faced Concrete Masonry Unit Wall – Reference Structural Drawings***"

ATTACHMENTS

The following attachments are included and are part of this addendum:

Pre-bid meeting minutes and the pre-bid meeting sign-in sheet.

Specification Sections 'City of Beavercreek Contract Document Packet' and 01 23 00.

Drawing Sheets A3.1 and A3.2.

END OF ADDENDUM





Pre-bid meeting

Project name	City of Beavercreek Salt Barn & 9-Acre Property Site Improvements	GM project no.	21062.0
Meeting date	October 20, 2023	Meeting location	Project Site

Minutes

- Attendees: See attached sign in sheet
- Introductions
- Project overview: Demolition of existing salt barn, site improvements and construction of new tension fabric structure salt barn, storage shed, brine building and materials storage bays
- Bidding
 - Date: Thursday, November 2, 2023
 - Location: Bids will be opened in person at the City of Beavercreek Public Service Building
Attn. City Engineer
789 Orchard Lane
Beavercreek, Ohio 45432
 - Use the bid form provided
 - The bid opening will be at 10:00 AM
 - Plans have been submitted to Greene County Building Regulations for review and permits, costs to be paid by owner.
- Bid categories
 - General construction
- Alternates
 - Alternate 1: Lean-to Addition to the Salt Barn
 - Alternate 2: Concrete Divider Walls at the Storage Bays
 - Alternate 3: On-site Asphalt Paving
- Contracts will be administered by Garmann Miller
 - All questions and correspondence to go through Garmann Miller
 - All RFIs to go through Garmann Miller
 - Pay applications to go to Garmann Miller
 - Garmann Miller will schedule a preconstruction meeting with the contractor after the notice of award



8. Schedule
 - a. Tentative award date – December 2023
 - b. Start of construction – April 1, 2024
 - c. Completion date – October 1, 2024
 - i. Liquidated Damages – \$1,000 per day

9. General conditions
 - a. Waste Removal: General Contractor
 - b. General Contractor
 - i. Responsible for construction schedule and general supervision
 - ii. Submit preliminary schedule 10 days after notice to proceed
 - iii. Responsible for scheduling and administering job meetings; prepare agenda, responsible for meeting minutes and distributing copies
 - iv. Responsible for field office
 1. Job superintendent to be available via cell phone when on site
 - v. Responsible for sanitary facilities, barriers, fencing, exterior enclosures

10. Temporary electricity
 - a. Electrical contractor to provide service, temporary power, temporary lighting, temporary service to general contractor job trailer.
 - b. Cost of electricity: By owner

11. Temporary heat
 - a. Not Required

12. Temporary water
 - a. The general contractor shall connect to water utility supply and pay for installation of temporary metered service including tap fees and extend temporary water service to location required.
 - b. Cost of water used by owner

13. Substitution request by 10 days prior to bid

14. The City of Beavercreek will remove all loose items from the site prior to start of construction.
 - a. The dirt pile will remain and can be used for construction
 - b. Contact Joey Shope at the City of Beavercreek to gain access to the site prior to bidding - 937-427-5540

15. Correspondence
 - a. Correspondence to run through the Garmann Miller
 - b. Architectural/ General – Mandy Niekamp mniekamp@creategm.com
 - c. Plumbing – Lee Westgerdes lwestgerdes@creategm.com
 - d. Electrical – Danielle Winner dwinner@creategm.com

16. Contractor questions

- a. The City of Beavercreek confirmed the project will be tax exempt
- b. The lock blocks that are shown on the plan will be provided by owner
- c. The geotechnical report has indicated that rammed aggregate piers will be required
- d. It was noted the salt barn design is posing issues for tension fabric structure suppliers since it is not symmetrical
- e. Thermal break at the base of the storage shed will be eliminated due to the structure not being heated
- f. Concrete apron details were questioned – reference detail F5/S210

**SALT BARN & 9-ACRE PROPERTY SITE
IMPROVEMENTS**

CONTRACT NUMBER 2308

CONTRACT DOCUMENTS

FOR

CITY OF BEAVERCREEK

SALT BARN & 9-ACRE PROPERTY SITE
IMPROVEMENTS

CITY OF BEAVERCREEK

GREENE COUNTY, OHIO

OCTOBER 2023

PREPARED BY:

**CITY OF BEAVERCREEK
DEPARTMENT OF ENGINEERING AND INSPECTION
1368 RESEARCH PARK DRIVE
BEAVERCREEK, OHIO 45432**

CONTRACT DOCUMENTS

TABLE OF CONTENTS

DOCUMENT	PAGE
Legal Advertisement.....	A-1
<u>PROPOSAL FORMS</u>	
Instructions to Bidders.....	P-1/P-6
Proposal Forms.....	P-7/P-8
Proposal Bid Schedule.....	P-9/P15
Proposal Statement.....	P-16
Experience Statement.....	P-17
Non-Collusion Affidavit.....	P-18
Bid Bond (By Surety Company).....	P-19/P-20
Bid Guaranty (By Check or Letter of Credit).....	P-21/P-22
<u>CONTRACT DOCUMENTS</u>	
Form Of Contract.....	C-3/C-4
Affidavit For Corporations.....	C-5
Delinquent Taxes Affidavit.....	C-6
Contract Bond.....	C-7/C-8
Escrow Waiver.....	C-9
Maintenance Bond.....	C-10/C-11
<u>NOTICES AND FORMS</u>	
Notice Of Award.....	F-1
Notice To Proceed.....	F-2
Contractor's Affidavit (Periodical Estimates).....	F-3
Contractor's Affidavit (Final Estimates).....	F-4
Exemption Certification.....	F-5
Waiver Of Lien Material And Labor.....	F-6
<u>GENERAL PROVISIONS</u>	
General Provisions.....	GP-1/GP-48
<u>PREVAILING WAGE RATES</u>	
Wage Determinations.....	PW-1/PW-51
<u>SPECIAL PROVISIONS</u>	
Special Provisions.....	SP-1/SP-10

LEGAL ADVERTISEMENT

Sealed proposals for the SALT BARN AND 9-ACRE PROPERTY SITE IMPROVEMENTS will be received at the Public Service Building, City of Beavercreek, 789 Orchard Lane, Beavercreek, Ohio 45432, until 10:00 am, local time, on THURSDAY, NOVEMBER 02, 2023 and publicly opened and read at that hour and place.

The work for which proposals are invited consists of furnishing all labor, equipment and material for the construction of a new salt barn facility and related site improvements, and all other work as may be necessary to complete the contract in accordance with the plans and specifications.

Contract documents may be purchased from DC Reprographics, 1254 Courtland Ave, Columbus, Ohio 43201; www.DCplanroom.com; Phone 614-297-1200. Each Bidder is responsible for shipping cost or providing a shipping number for billing to the bidder's account.

The cost for each set of contract documents will be \$110.00. No refunds will be made. Checks for the purchase of contract documents shall be made payable to the City of Beavercreek.

A pre-bid meeting will be held at 9:00 am on October 20th, 2023, at 2260 Dayton-Xenia Road, Beavercreek, Ohio 45432. The pre-bid meeting is not mandatory, but bidders are strongly encouraged to attend.

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

Bidders must comply with the prevailing wage rates on the Public Improvements in City of Beavercreek, Greene County, Ohio as determined by the Ohio Division of Labor and Worker Safety, Wage and Hour Bureau.

Bidders are advised that City of Beavercreek Administrative Policy No. 28 allows for the application of a local bidder credit in determining the award of a contract for this project. The requirements and application of this local bidder credit in determining the award of a contract are explained in the 'Instructions to Bidders' section of the project bid documents.

The City of Beavercreek reserves the right to accept or reject any or all proposals; to waive any informalities in the bidding; and to enter into a contract with the bidder who in their consideration offered the lowest and best proposal. The City also reserves the right to hold all proposals for sixty (60) days.

City of Beavercreek
Jeffrey K. Moorman, P.E., Public Services Director / City Engineer
City Engineer

Advertised: October 10, 2023
October 17, 2023
October 24, 2023

PROPOSAL FORMS

INSTRUCTIONS TO BIDDERS

1. PROPOSALS:

- A. Proposals shall be made on the form hereinafter provided. Such proposals shall be endorsed "City of Beavercreek – "SALT BARN & 9-ACRE PROPERTY SITE IMPROVEMENTS" and addressed to the City Engineer, City of Beavercreek, 1368 Research Park Drive, Beavercreek, Ohio 45432.
- B. Proposals shall contain the full names and be signed by the individuals as specified in Section 102.08 of the General Provisions.
- C. Bids may not be withdrawn after the specified time of opening.
- D. All proposals shall be completed in **BLACK** ink or typewritten. All blank spaces for bid prices must be filled in.
- E. Figures only are satisfactory on the proposal sheets; words are not necessary.

2. SUBMITTALS:

The following documents must be executed and submitted with the bid in a sealed envelope bearing, on the outside, the name of the bidder, his/her address and the name of the project for which the bid is submitted:

Proposal
Bid Guaranty
All Submittals Required in the Special Provisions Section
Affidavit of Contractor (Non-Collusion)
Addenda (if any)
Local Bidder Credit Form

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

3. BONDS:

- A. A bond submitted with the bid must be in form (ORC 153.571) provided with the bidding documents. The amount of this bond shall be one hundred percent (100%) of the bid amount as it is also a contract bond. The bond shall be accompanied by the appropriate power of attorney and by a copy of the Surety's "Certificate of Compliance" from the State of Ohio.

B. Alternative forms of bid security are provided for in ORC 153.54 as follows:

- a. Certified check
- b. Cashier's check
- c. Letter of credit

The amount of the above shall be equal to ten percent (10%) of the bid. If a letter of credit is used, it shall be directed to the Owner and shall state specifically what it is for; i.e., bid security for the designated project and to be applied in accordance with ORC 153.54.

4. BIDS:

The City of Beavercreek reserves the right to accept, reject, or waive any informality in any proposal made for the project at any time within sixty (60) days following the date established for the receipt of bids.

5. EXAMINATION:

Bidders are required to satisfy themselves by personal examination at the site of work and by examination and study of the Contract Documents as to the conditions existing and the difficulties likely to be encountered in the construction of the work.

The Contractor will accept full responsibility for all conditions or difficulties that may be encountered in the execution of the work: no plea of ignorance of conditions may be entered at any time. The Contractor will be required to fulfill in every way all the requirements of the contract. No claim for extra compensation or for an extension of time will be accepted based on the failure of the Contractor to make field examinations and investigations, or for omissions made because of lack of familiarization with the Contract Documents.

6. INTERPRETATION OF CONTRACT DOCUMENTS:

If any person, firm or corporation contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Any interpretations of the proposed documents will be made only by an Addendum duly issued by the Engineer. A copy of such Addendum will be mailed or delivered to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance of such Addendum prior to the receipt of bids. The Owner and the Engineer will be responsible for any other explanations or interpretations of the Contract Documents made prior to the receipt of bids.

7. COMPETENCY OF BIDDERS:

The Owner requires that the bidders shall furnish satisfactory evidence that they have the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form, "Experience Statement".

Contracts shall be awarded only to responsible prospective Contractors who:

- a. Have adequate financial resources or the ability to obtain such resources as required during performance of the Contract.

- b. Have a satisfactory record of performance. Contractors, who are delinquent in current Contract performance, when the number of Contracts and the extent of delinquencies of each are considered, shall in the absence of evidence to the contrary be presumed to be unable to fulfill this requirement.
- c. Conform to the requirements of the Anti-Discrimination Clause.
- d. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

8. AWARD OF CONTRACT:

The Contract shall be considered to have been awarded and binding upon the contracting parties on or after the date of the Notice of Award from the Owner. The Contractor shall, within ten (10) days from the date of the Notice of Award, furnish to the Owner three (3) copies of the required Contract Bond and Proof of Insurance coverage; and shall sign the Form of Contract. The Contract shall be considered as awarded after the Certificate the Fiscal Officer has been signed by the legally authorized representative of the Owner: the Owner is satisfied as to the Surety or Sureties offered by the Contractor, guaranteeing his performance of the Contract; the Proof of Insurance Coverage is satisfactory: and the authorized representative(s) of the Owner have affixed their signature(s) thereto.

9. LOCAL BIDDER CREDIT:

City of Beavercreek Administrative Policy Number 28 allows for the application of a credit to local bidders in evaluating proposals in determining the award of a contract. If this credit is granted to a local bidder then the amount of the credit shall be deducted from the amount of the bid when evaluating proposals. The bid amount less any credits may be used by the City of Beavercreek in determining the lowest and best bidder. The amount of credit that may be awarded to a local bidder will be based upon the following criteria:

- A. A credit equal to three (3) percent of the lowest bid will be given to local bidders for projects that have an Engineer's Estimate of fifty thousand dollars (\$50,000), or less.
- B. A credit equal to two (2) percent of the lowest bid will be given to local bidders for projects that have an Engineer's Estimate between fifty thousand and one dollars (\$50,001) and two hundred and fifty thousand dollars (\$250,000).
- C. A credit equal to one (1) percent of the lowest bid will be given to local bidders for projects that have an Engineer's Estimate over two hundred and fifty thousand and one dollars (\$250,001), or ten thousand dollars (\$10,000), whichever is less.

For the purposes of determining bidder eligibility for this credit, a local bidder is defined as an individual or business entity whose principle place of business is located within the corporation limits of the City of Beavercreek, or with the limits of Beavercreek Township as registered with the Secretary of State of Ohio.

A completed Local Bidder Form Credit form is required to be submitted with the contractor's proposal.

10. PREVAILING WAGES:

The Contractor or Subcontractor will be required to pay to each laborer, workman, or mechanic engaged in work on the project under this contract not less than the minimum basic hourly rate plus certain fringe benefits, as predetermined by the Ohio Department of Industrial Relations in accordance with the Ohio Revised Code. The applicable current schedule of prevailing are included as part of the contract.

11. FORM OF CONTRACT/AMENDMENTS TO CONTRACTS:

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

12. CONTRACTOR'S AFFIDAVIT FOR PAYMENT OF CURRENT ESTIMATE:

As a requisite for payment of any current estimate, the Contractor will be required to sign the "Contractor's Affidavit - Periodic Estimates" on the form attached herein, and have the same properly notarized.

13. CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT:

As a requisite for payment of the final estimate, the Contractor will be required to sign the "Contractor's Affidavit" on the form attached herein, and have the same properly notarized.

14. PROGRESS PAYMENTS:

Progress payments for work associated with this project may be submitted monthly. Partial payments will be subject to retainage at a rate of 8% for the first 50% of the contract, and then reduced to 4% for the second portion of the contract with a net result of a 4% retainage at the completion of the project. Upon successful completion of all work, "punch list" items, submittals and maintenance bond, this retainage will be released to the contractor. Calculated retainage will be held by the City as funds due the contractor and not placed in a designated escrow account. The City reserves the right to make all payments within 90 Calendar days of acceptance by the Engineer.

15. WAIVER OF LIEN MATERIAL OR LABOR:

Before Final Payment may be issued, the Contractor shall supply to the City a Waiver of Lien Material or Labor for each Subcontractor and/or Supplier which may have claim under Mechanics Lien laws S.B. 338 O.R.C. Sections 1311.25 to 1311.32

16. NOTICE OF DELINQUENT TAXES:

Bidder is apprised of the following requirements of the Ohio Revised Code.

When any taxing district in the County lets a contract by competitive bid, after the award to the successful bidder and before the contract is entered into, the bidder shall submit an affidavit stating either that he owes no delinquent taxes or that he does owe delinquent taxes and the amount there of.

When the bidder owes such taxes, the taxing district fiscal officer shall send a copy of the statement to the County Treasurer within thirty (30) days. A copy of the statement shall be attached to the Contract. No payment can be made on a contract without such statement.

17. INCONSISTENCIES:

Any inconsistencies discovered within these Contract Documents shall be brought to the attention of the City Engineer for clarification. The Prospective Bidder or Contractor shall submit such request, in writing. Clarification of the apparent inconsistency shall be made by a written communication issued by the City Engineer. Such communication shall be attached to and become part of these Contract Documents and shall be binding upon all parties thereto. The Contractor shall not proceed with any work, which would be affected by the clarification until such time as he has received the written communication from the City Engineer.

18. SIGNATURE OF BIDDERS:

The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partner must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

19. FOREIGN CORPORATIONS AND CONTRACTORS:

A. Foreign Corporations

Definition: "Foreign corporation: means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as it's agent for the purpose of accepting service of summons in an action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

20. BIDDING DOCUMENTS:

A. Copies: Bidders may obtain complete sets of the Bidding Documents from the issuing office designed in the Advertisement or Invitation to Bid for the deposit sum of \$110.00 per copy. All deposits are non-refundable.

Bidding Documents will not be issued directly to Sub bidders or others unless specifically offered in the Advertisement or Invitation to Bid.

Bidders shall use complete sets of Bidding Documents in preparing bids; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The Owner in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

PROPOSAL

To: **CITY OF BEAVERCREEK, OHIO**

For Construction of: **SALT BARN & 9-ACRE PROPERTY SITE IMPROVEMENTS**

The undersigned _____
having carefully examined the site and location of the work proposed to be performed, also the premises adjacent to the location of the proposed work, and the means of approach to the various parts of the work, and having also carefully examined the "Notice to Contractors", the "Supplemental Specifications and Special Provisions", the "Instructions to Bidders", the "Form of Contract", the "General Provisions", and the Detailed Plans and Specifications which shall govern the construction of the work to be done, NOW PROPOSES to furnish any and all materials, tools, labor, transportation, machinery, appliances, and/or necessary appurtenances, and to prosecute to full completion, the work called for under these contract documents, within **184 calendar days**, all upon the terms and under the conditions and provisions set forth in the "Supplemental Specifications and Special Provisions", the "Instructions to Bidders", the "Form of Contract", the "Contract Bond", the "General Provisions", the "Supplemental Specifications", the Detailed Plans and Specifications and this "Proposal"; and in consideration thereof to accept from the Owner as full payment for the completion of each specified item and any required maintenance thereof as hereinafter provided, the price quoted for each item of work completed, the price of labor and materials to be stated separately.

It is understood and agreed that the "Estimated Quantities" upon which this Proposal is based are approximate only; that they shall be used in determining the total amounts of bids for the purpose of determining the lowest and the best bidder; that they may be increased or diminished at the option of the Owner during the term of Contract; and that, if awarded the Contract, the undersigned shall not be entitled to any claim or loss of profits or other damages, should the actual quantities of any or all items prove to be greater or less than that stated in the Column "Estimated Quantities", except as noted in Section 104.02 of the General Provisions.

The undersigned _____
agrees that the Owner reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which is considered lowest and to the best interest of CITY OF BEAVERCREEK, OHIO.

The undersigned _____
agrees that if this Proposal shall be accepted, he will be prepared to discuss with the Owner in detail any matters relating to special features and the methods he proposes to follow for the general conduct of the work; that he will, within ten (10) days after "Notice of Award", complete the Contact Form with the Owner for the performance of the work and furnish Contract Bond in an amount not less than one hundred percent (100%) of the total bid amount, and with sureties subject to the approval of the Owner, as a guarantee of the faithful performance of this Contract; and that he will also submit the required insurance policies.

The undersigned _____ hereby agrees in accordance with the specifications and this Proposal to complete all the work as shown or as specified within **184 consecutive calendar days** from the date of "Notice to Proceed", or such extensions thereto as may be approved; and that the Owner may retain from the monies which may be due, an amount of liquidated damages for each and every calendar day the completion of the work may be delayed beyond the time herein stipulated. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter as defined in the section 108.07 of the General Provisions of this contract.

The undersigned _____ hereby certifies that no person interested in this Proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no member of or any other person in the employ of said _____ is directly or indirectly interested therein, or in any portion thereof, and as evidence he will, if required by the Owner, execute and submit from himself as Principal Contractor, and from any Subcontractor, the non-collusion affidavits as provided herein.

The bidder acknowledges receipt of Addendum Number(s) _____ to this contract.

If the foregoing Proposal shall be accepted by the City of Beavercreek, and the undersigned shall fail to execute a satisfactory contract as stated in the Instruction to Bidder attached hereto, then the owner, may at their option, determine that the undersigned has abandoned the contract and thereupon this proposal shall be null and void and the bond or certified check accompanying this proposal, or the amount of such check, shall be forfeited to and become the property of the owner; otherwise, the bond or certified check accompanying this Proposal, or the amount of such check, will be returned to the undersigned.

Attached hereto is a bond or certified check on _____ for the sum of _____ in accordance with the terms of the instructions to bidders.

PROPOSAL

To: **THE CITY OF BEAVERCREEK, OHIO**

For Construction of: **SALT BARN & 9-ACRE PROPERTY SITE IMPROVEMENTS**

AMOUNT OF BASE BID \$ _____

AMOUNT OF ALTERNATE 01 \$ _____

AMOUNT OF ALTERNATE 02 \$ _____

AMOUNT OF ALTERNATE 03 \$ _____

CONSTRUCTION START DATE: **APRIL 1, 2024**

SUBSTANTIAL COMPLETION DATE: **OCTOBER 1, 2024**

Signed at _____

This _____ day _____ of, 2023.

Firm: _____

By: _____

(Signature)

(Print or Type)

Title: _____

(SEAL)

Official Address:

(Email Address)

(Telephone Number)

(Fax Telephone Number)

LOCAL BIDDER CREDIT

City of Beavercreek Administrative Policy No. 28 allows for the application of a credit to local bidders in evaluating proposals in determining the award of a contract. In order to be eligible for this credit, a bidder's principle place of business must be within the corporation limits of the City of Beavercreek, or within the limits of Beavercreek Township as registered with the Secretary of the State of Ohio.

_____ I hereby certify that _____ qualifies as a local bidder.
(Contractor)

_____ I hereby certify that _____ does not qualify as a local bidder.
(Contractor)

(Contractor)

(Address)

(Address)

(Printed Name)

(Signature)

(Title)

BID BOND

(BY SURETY COMPANY)

NOTE: If this Bond is provided, a separate Contract is not required.

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

as principals, and _____
as sureties, are hereby held and firmly bound unto the **CITY OF BEAVERCREEK, OHIO**
as 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 **CITY OF BEAVERCREEK – SALT BARN & 9-ACRE
PROPERTY SITE IMPROVEMENTS**. The penal sum referred to herein shall be the dollar
amount of the principal's and to the obligee, which are accepted by the obligee. In no
case shall the penal sum exceed the amount of _____
dollars. For the payment of the penal sum well and truly to be made, we hereby jointly
and severally bind heirs, our executors, administrators, successors, assigns and
ourselves.

Signed this _____ day of _____, 2023.

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 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 pays
to the obligee the difference not exceed ten percent of the penalty hereof between the
amount specified in the bid, or the costs in connection with the re-submission of printing
new contract documents. Required advertising and printing and mailing notices to
prospective bidders, whichever is less, then this obligation shall be null and void,
otherwise to remain in full force and effect; and the obligee accepts the bid of the principal
and he principal, within ten days after the awarding of the contract, enters into a proper
contract in 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.

BID BOND
(continued)
(BY SURETY COMPANY)

Now, also, if the said _____ shall well and faithfully do and perform the things agreed by the _____ to be done and performed according to the terms of said contract; 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 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 the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said surety on its bond.

NAME

NAME

ADDRESS

ADDRESS

CITY / STATE
(Principal)

CITY/STATE
(Surety)

NOTE: All Certified Checks and Letters of Credit offered as surety shall be made payable to the City of Beavercreek, Ohio.

BID GUARANTEE

(BY CERTIFIED CHECK, CASHIER'S CHECK OR LETTER OF CREDIT)

NOTE: If this Guarantee is provided, a separate Contract Bond is required.

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

as principal and _____
as sureties, are hereby held and firmly bound unto the CITY OF BEAVERCREEK,
OHIO in the penal sum of _____
(\$ _____) dollars, for the payment of which we do well and truly to be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors, and assigns.

Signed this _____ day of _____, 2023.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the
above named principal did on the _____ day of _____ 2023,
submit to the City a bid for furnishing labor, material, and equipment for the construction
of the proposed _____, more fully described in said proposal, which proposal is, by reference,
incorporated in and made part of this instrument.

NOW, THEREFORE

- a If the said bid shall be rejected; or
- b If the said bid be accepted, and the principal shall execute and deliver a contract (properly completed in accordance with said bid), and shall furnish a bond for his faithful performance of said contract, and for the payment for all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement creating by the acceptance of said bid;

then this obligation shall be void, otherwise, the same shall remain in 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 surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid, and surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the principal and the surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed, and these present to be signed by their proper officers, the day and year set forth above.

NAME

NAME

ADDRESS

ADDRESS

CITY / STATE
(Principal)

CITY/STATE
(Surety)

(Power of Attorney of Surety's Attorney in fact shall be attached)

CERTIFIED CHECK:

In lieu of the foregoing bid bond, but subject to all the conditions enumerated therein, a certified check (____), cashier's check (____), (check one) in the amount of

dollars (\$ _____ ^(in words)) drawn on _____

Bank of _____ is deposited herewith.

Company Name _____

By: _____

NOTE: All certified checks, Cashiers Checks and Letters of Credit shall be made payable to the CITY OF BEAVERCREEK, OHIO.

CONTRACT DOCUMENTS

FORM OF CONTRACT

THIS AGREEMENT, entered into this _____ of November, 2023 by _____, hereinafter called the "Contractor," and the **CITY OF BEAVERCREEK**, hereinafter called the "Owner".

WITNESSETH: that the said Contractor has agreed and by these presents does agree, with the said Owner for the consideration hereinafter named, to furnish all the materials and do all the work of whatever kind necessary to complete, in a good substantial and workmanlike manner, fully operational ready for use, and in strict accordance with the specifications heretofore prepared therefore, and according to the plans, profiles and drawings on file in the office of the City Engineer and subject to all the terms and conditions of said specifications, and to the approval of said Engineer for the construction of SALT BARN & 9-ACRE PROPERTY SITE IMPROVEMENTS in strict accordance with the Proposal Documents dated MONTH, DAY, 2023, and Addenda thereto numbered and dated _____ for the sum of

**dollars,
(\$).**

TIME FOR COMPLETION: The work will be commenced on a date to be specified in a written order of the Owner and shall be completed within **184 calendar days** from and after said date of beginning as specified.

The Owner agrees to pay, and the Contractor agrees to accept as full compensation, satisfaction and discharge for all work done and material furnished, whether mentioned in the Estimated Quantities or not, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements or because of the nature of the work or because of any unforeseen obstruction or difficulty encountered in the prosecution of the work, and also for all expenses incurred by or in consequence of the suspension of the work as herein specified and also for well and faithful completion of the work, and the whole thereof, in accordance with the terms, conditions and provisions of this contract and the instructions, orders and directions of the Engineer there under, and also for maintaining the work in good condition until the final payment is made and for one (1) year after the date of substantial completion, except extra work which shall be paid for as provided in the General Conditions and except as in this Contract otherwise specifically provided, a sum of money equal to the amount of the actual work and materials furnished, as determined by the Engineer, under each item listed in the Proposal multiplied by the unit price applicable to each such item as set forth in the Proposal attached hereto.

The person whose signature appearing below, on behalf of the contractor, has full power and authority to enter into this Contract and bind the Contractor to the conditions, obligations, promises and covenants contained in this Contract.

IN WITNESS WHEREOF the parties hereto have executed this agreement and hereunto set their hands and seals.

CONTRACTOR:

Signed in the Presence of:

(signature)

By: _____
(print or type name)

Title _____

State of _____ SS:

County of _____

On the _____ day of _____, 2023 before me personally appeared

_____ The _____
(name) (title)

of _____ to me known to be the person who executed the
(company name)
foregoing contract and acknowledged to me that he/she has the full power and authority to

execute the foregoing on behalf of _____
(company name)

and intending to bind _____
thereto.
(company name)

Notary Public

OWNER:

Signed in the Presence of:

By _____
Pete Landrum

Title _____
City Manager

Approved As To Form _____

Fiscal Officer Certification
It is hereby certified that the amount required to meet the contract, agreement, payment or expenditure for the above has been lawfully appropriated for such purpose and is in the Treasury of the City of Beavercreek or in process of collection free from any previous encumbrances

Date Director of Finance

CONTRACT BOND

(Required only if Bid Guaranty is provided and Contract awarded)

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

_____ of _____
CONTRACTOR ADDRESS

the principal, and

_____ of _____
SURETY ADDRESS

as surety, are held and firmly bound unto THE CITY OF BEAVERCREEK, OHIO in the penal sum of

_____ dollars,

(\$_____) for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named principal will on the ____ day of _____, 2023, enter into a contract with the CITY OF BEAVERCREEK, OHIO which said contract is made a part of this bond the same as though set forth herein.

NOW, THEREFORE, in the event that said proposal is accepted, if the principal within ten days after the awarding of the said contract enter into a proper contract in accordance with the proposal, plans, details, specifications and bill 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 OWNER against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bill 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 for 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 stipulated and agreed that no modifications, omissions or additions in or to the terms of said contract or the plans and specifications therefore shall in any way affect the obligation 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.

CONTRACT BOND
(continued)

(Required only if Bid Guaranty is provided and Contract awarded)

SIGNED AND SEALED this _____ day of _____ 2023.

hereby approve the form and correctness of the foregoing bond.

Owners Legal Officer

ESCROW WAIVER

FOR THE CONSTRUCTION OF THE SALT BARN & 9-ACRE PROPERTY SITE IMPROVEMENTS.

In accordance with the Contract for the above referenced project, the City of Beavercreek (hereinafter known as the "City) and (hereinafter known as the "Contractor") mutually agrees that as the above referenced project is of short duration, no escrow account will be established as pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage held as part of this contract.

:

(Contractor)

(Printed Name)

(Title)

City of Beavercreek:

Pete Landrum
City Manager

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that;

_____ Contractor and,

_____ as Surety,
are held and firmly bound unto the City of Beavercreek, Ohio, hereinafter called the
Owner, in the sum of

_____ Dollars (\$ _____
_____)

good and lawful money of the United States of America, to be paid to said Owner, its legal
representatives and assigns, for which payment well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, and each and
every one of them jointly and several, firmly by these presents.

WHEREAS, the above named Principal has entered into a certain written Contract with
the Owner, dated the _____ day of _____, 2023, for
construction of work entitled SALT BARN & 9-ACRE PROPERTY SITE
IMPROVEMENTS. Contract and Specifications for said work shall be deemed a part
hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by
and under said Contract, the above named Principal has agreed with the Owner that for
a period of one year from the date of payment of Final Estimate, to keep in good order
and repair any defect in all the work done under said Contract either by the Principal or
his Subcontractor, or his material suppliers, that may develop during said period due to
improper materials, defective equipment, workmanship or arrangements, and any other
work affected in making good such imperfections, shall also be made good all without
expense to the Owner, excepting only such part or parts of said work as may have been
disturbed without the consent or approval of the Principal after the final acceptance of the
work, and that whenever directed so to do by the Owner by notice served in writing, either
personally or by mail on the Principal at:

STREET ADDRESS
or legal representatives, or successors at

REPRESENTATIVE'S ADDRESS
or on the Surety at:

SURETY ADDRESS
WILL PROCEED at once to make such repairs as directed by said Owner; and in case of
failure so to do within one week from the date of service of such notice, or within
reasonable time not less than one week, as shall be fixed in said notice, then the Owner
shall have the right to purchase such materials and employ such labor and equipment as
may be necessary for the purpose, and to undertake, do and make such repairs, and
charge the expense here of to, and receive same from said Principal or Surety.

MAINTENANCE AND GUARANTEE BOND (Continued)

If any repair is necessary to be made at once to protect life and property, then and in that case, the Owner may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting, the Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid, therefore shall be charged to the Principal or Surety. In this connection the judgment of the Owner is final and conclusive. The said principal for a period of one (1) year from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, accepting only such part or parts of said Principal after the final acceptance of the same, and shall whenever notice is given as herein before specified, at once proceed to make repair as in said notice directed, or shall reimburse said Owner from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents, or employees, in the prosecution of the work included in said Contract, the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 2023.

Signed, Sealed and Delivered in the Presence of:

(Seal)

Principal

(Seal)

Surety

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

Owner's Legal Officer

**NOTICES
AND
FORMS**

NOTICE OF AWARD

To:

Project: City Of Beavercreek – SALT BARN & 9-ACRE PROPERTY SITE
IMPROVEMENTS

The Owner has considered the Proposal submitted by you for the above described work in response to its Advertisement for Bids dated MONTH, DAY, 2023, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of
\$ DOLLARS
(\$)

You are now required by the terms of your Proposal to execute the Agreement and furnish the required Bond and certificates of insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bond within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Guaranty. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.
Dated this day of

CITY OF BEAVERCREEK, OHIO

By _____
Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By _____
Title _____
Date _____

NOTICE TO PROCEED

To:

Date: , 2023

Project: **CITY OF BEAVERCREEK – SALT BARN & 9-ACRE PROPERTY SITE IMPROVEMENTS**

You are hereby notified to commence work in accordance with the Agreement dated MONTH, DAY, 2023, on or before _____, and you are to complete the work within 184 consecutive calendar days thereafter. The date of completion of all work is therefore _____

CITY OF BEAVERCREEK, OHIO

By _____

Title _____ CITY MANAGER

ACKNOWLEDGMENT:

Receipt of the above Notice to Proceed is hereby acknowledged by

(Contractor)

this the _____ day of _____, 2023.

By _____

Title _____

Return two acknowledged copies of this Notice to Proceed to the Owner.

CONTRACTOR'S AFFIDAVIT

Final Estimates

STATE OF OHIO _____)
: SS
COUNTY OF _____)

The undersigned, _____, hereby represents that on MONTH, DAY, 2023 he/she/it was awarded a contract by the **CITY OF BEAVERCREEK, OHIO** hereinafter called the Owner, to construct **SALT BARN & 9-ACRE PROPERTY SITE IMPROVEMENTS** in accordance with the terms and conditions of Contract No. 2308; and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her/its indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and other for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he/she/it shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this ____ day of _____, 2023.

Contractor

By

Title

Sworn to before me and subscribed in my presence this _____ day of _____ 2023.

Notary Public

EXEMPTION CERTIFICATE

(Construction Contract)

Identification of contract as will appear on orders to be exempted:

Contract No. 2308

Date , 2023

Work to be completed: The construction of a new salt barn facility and related site improvements.

Divided Contract Amount

- a. Tangible Personal Property.....
- b. Labor, etc.....
- c. Total..... \$

The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchased for incorporation into:

- () A structure or improvement to real property under a construction contract with the State of Ohio or a political subdivision thereof.
- () A house of public worship or religious education. A building used exclusively for charitable purposes under a construction contract with a non-profit organization operated exclusively for the relief of poverty, the improvement of health through the alleviation of illness, disease of injury, or the promotion of education by an institution of learning which maintains a faculty of qualified instructors, teaches regular continuous courses of study and confers a recognized diploma upon completion of a specific curriculum.
- () A structure or improvement to real property which is accepted for ownership by this state or any of its political subdivisions at the time of completion of such structures or improvements.

This certificate shall be considered a part of each order for the specific contract identified above and shall be retained by the vendor. Both the Contractor and the Owner must sign the certificate.

CONTRACTOR

Signed _____
By _____
Title _____
Address _____
City _____
Date _____

OWNER

Signed _____
By Pete Landrum
Title City Manager
Address 1368 Research Park Dr
City Beavercreek, Ohio
Date _____

SUBCONTRACTOR

Signed _____
By _____
Title _____
Address _____
Date _____

(show name of political subdivision if improvement is to be accepted by one)

WAIVER OF LIEN MATERIAL OR LABOR

(To Be Submitted by Subcontractors, Materialmen, and Suppliers prior to the Final Estimate)

State of _____) Date: _____ 2023

County of _____)

To Whom It May Concern:

WHERE AS; the undersigned _____
(subcontractor, materialmen or supplier)

has been employed by _____
(general contractor)

to furnish labor and/or materials for _____
(nature of work)

The building and premises known as SALT BARN & 9-ACRE PROPERTY SITE IMPROVEMENTS located in the City Of Beavercreek Ohio.

NOW THEREFORE, KNOWN YE, That _____
the undersigned, and in consideration of the sum of _____
Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do hereby waive and release any and all lien, or claim or right to lien on said above described
building or premises under the statutes of the State of Ohio, relating to Mechanics Liens on
account of labor or materials, or both, furnished or which may be furnished, by the undersigned
or on account of the said firm or individual therein named for said building or premises.

Given under _____ hand _____ and seal this day of
_____ A.D. 2023.

witness: _____
(seal)

witness: _____
(seal)

By _____
Title _____

Subscribed and sworn to before me this
_____ Day Of _____ 2023

My Commission Expires _____

**SECTION 01 23 00
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 GENERAL

- A. Required alternatives are worded briefly. Refer to Specification Sections and Drawings for additional requirements. Claims for additional compensation will not be granted because of omissions or discrepancies due to the brevity.
- B. Bidders shall indicate the addition or deduction amount from the base bid for each alternative requested in the space provided on the bid form.
- C. The cost indicated on the bid form shall include material and labor as may be necessary for the identified alternative.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. **Alternate #01: Lean-to Addition to the Salt Barn**
 - 1. Description: Provide the Lean-to Addition to the Salt Barn as noted and detailed in the drawings and specifications.
- B. **Alternate #02: Concrete Divider Walls at the Storage Bays**
 - 1. Description: Provide the concrete divider walls at the storage bays as noted and detailed in the drawings and specifications.
- C. **Alternate #03: On-site Asphalt Paving**
 - 1. Description: Provide the on-site asphalt paving noted and detailed in the drawings and specifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION