



SYCAMORE TRAILS AQUATIC CENTER IMPROVEMENT PROJECT



INSTRUCTIONS TO BIDDERS

1. Caution: The contractor is cautioned to thoroughly familiarize themselves with the Instructions to Bidders, Bid Guaranty and Contract Bond, Specifications, Special Notes, the general information and other pertinent data set forth in the General Specifications. Take note, within the specifications, areas identify a number of features, platforms or other elements, that are noted on the construction drawings that are expected to be provided by the contractor within the scope of the project. Also, to note carefully any regulations governing hours of work, minimum wages to be paid, insurance requirements, etc., all of which form a part of this proposal and/or contract, the same as if they were printed herein.
2. Bidders are advised to examine, before submitting their bids, the ground where the work is to be done and all the surrounding conditions and circumstances affecting the work, as well as the drawings, specifications and form of contract. The submission of a proposal will be construed as an acknowledgment that the

bidder fully understands the conditions and difficulties of the work, and the plans, specifications, form of contract and all matters relating to the project.

The City has arranged several timeframes to view and examine the site:

- Monday, January 27 from noon-4pm
- Wednesday, January 29 from noon-4pm
- Thursday, January 30 from 9am-1pm
- Friday, January 31 from 9am-1pm

Contractors are requested to make arrangements to view the site during these hours, other times and individual arrangements will not be provided or arranged separately for bidders.

3. Each bid or proposal must be made through the City of Miamisburg forms on the Bid Express website (www.bidexpress.com) and submitted through the Bid Express website. Plans and profiles, specifications, proposals and estimated amount of work to be done, must be obtained through the Bid Express website (www.bidexpress.com).
4. Each bidder is required to furnish with its proposal, a bid guaranty and contract bond, in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in bond form shall be equivalent to 100% of the bid price for the project, including alternatives, and shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.
5. Each bid shall contain the full name and correct address of every person, firm or company interested in same. If the bidder is a corporation, the title of the officer signing the proposal must be stated and, if requested, evidence of authority of such officer to bind the corporation must be given. If the bidder is a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." If the bidder is an individual, use the term "Doing business as _____", or "sole owner."
6. Bids shall state the price for each item or lump sum work area enumerated in the bid schedule for the kind of improvement bid upon, except in contracts involving alternate bid items, in which the contractor has the option of bidding on one or more of said alternates. The unit price for each item carried forward. In case of errors or discrepancies, the unit price as shown will govern in the computation of the bid. Alternates for this project are marked as deduct. This is meant to convey that the amount shown in the alternate line items represent the savings that can be realized if that area is non-performed from the scope of work. Base bids are to reflect the complete plan set, specifications and scope of work outlined in this project.

Failure to comply with the provisions of this section may be deemed sufficient grounds for rejection of any bid.

7. The proposals will be compared on the basis of the total cost, completion timeline questionnaire and evaluated in reference to the quantities of work to be done and materials/equipment to be furnished. The bid is broken down into three formats, lump sum items, where contractor is to propose their price to complete the scope of work as outlined in the drawings, specifications, etc. for those areas. Unit pricing is used for items with a defined quantity, priced per unit, where adjustments to the unit quantity may be made but the price per unit is fixed in the bid process. Finally, there are items deemed as 'install only', where the City is seeking the cost to install the item based on the intended quantities to be purchased by the City. These quantities are approximate only and the City expressly reserves the right to increase or decrease the same, or omit any item that the City may deem advisable. On contracts which will be awarded on the basis of unit prices as submitted in the proposal, the City will look with disfavor upon a proposal submitted in which the bidder's unit prices are, or appear to the City to be, unbalanced. The City Manager reserves the right to reject any bid, which in his opinion, appears unbalanced.
8. The bidder, if awarded the contract, must maintain a local headquarters where they can be reached readily.
9. No withdrawal or modification of a proposal will be permitted after it has been submitted.
10. The City of Miamisburg, Ohio, reserves the right to reject any and all bids, to waive any informalities or irregularities, and further, reserves the right to accept any bids or parts of bids, which it deems to best serve the interest of the City of Miamisburg, Ohio.
11. Evidence of collusion among bidders shall be sufficient cause for rejection of any or all bids. Participants in such collusion will receive no recognition as bidders for any future work of the City.
12. Prior to the award of the contract, the City Manager may require the bidder to file a statement of the extent of their experience in the line of work herein proposed to be done, and the amount of capital and equipment bidder has available for the work.
13. The amount of the uncompleted work that the bidder has on hand, which might hinder or prevent the prompt completion of additional work if awarded, will be considered by the City Manager in determining the lowest and best bid.
14. If, at any time after execution and approval of this contract and the bond required by the contract documents, the City of Miamisburg shall deem any of the sureties upon such bond to be unsatisfactory or if, for any reason, such

bond shall cease to be adequate security for the City of Miamisburg, the contractor shall, within five days after notice by the City of Miamisburg to do so, furnish a new or additional bond, in form, sum and signed by such sureties, as shall be satisfactory to the City of Miamisburg. No further payment shall be deemed due, nor made to the contractor, unless and until such new or additional bond shall be furnished and approved.

15. The successful bidder upon any improvement, should not begin work under any circumstances before entrance into the written contract with the City and furnishing surety bond in accordance with the laws of Ohio and sections of the Code of General Ordinances of the City of Miamisburg, applicable to executing and entering into such contracts.
16. Each laborer, workman or mechanic employed by the contractor, the subcontractor or any person about or upon the work to be performed in this project, will be paid not less than the prevailing wages as required by the statutes of the State of Ohio. (Sections 4115.01 R.C. to 4115.14 R.C.) The schedule included in the specifications is the last schedule furnished the City by the Department of Industrial Relations of the State of Ohio, at the time of bid release, but may not be the final controlling schedule of minimum wages, and should be used as a guide only. The final controlling minimum wages are those paid in the same trade or occupation, in the locality where such public work is being performed, under collective agreements or understanding, between bona fide organizations of labor and employers, at the time the contract is made and approved by the City Council. If there is no understanding in the immediate locality, then the prevailing rates of wages in the nearest locality shall control.

The contractor shall make their payroll record, in connection with the performance of this contract, available for inspection by the City, at its request for the purpose of determining that the wages paid by the contractor to all persons employed in the performance of said contract, are not less than those required by the laws of the State of Ohio. (Section 4115.01 to 4115.14 R.C.) Upon completion of the contract and prior to the final payment, the contractor shall furnish an affidavit to the City stating that the wages paid to all persons employed by the contractor, in the performance of said contract, have not been less than those required by the Laws of the State of Ohio (Section 4115.01 to 4115.14 R.C.) on the date the contract is made and approved by the City Council.

17. The successful bidder will be required to provide the City with copies of insurance certificates which indicate that the bidder is carrying the following types of insurance: worker's compensation, comprehensive general liability, and automobile liability. The City at no time will be responsible for damage or injury occurring to bidders personnel, subcontractors or equipment. THE CITY

SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY ON ANY SUCH POLICIES.

Insurance coverage shall be at least as broad as insurance services office form number GL0002 (Ed. 1/73), covering comprehensive general liability; and insurance services office form number GL0404, covering broad form comprehensive general liability; or insurance services office commercial general liability coverage ("occurrence" form CG0001).

The successful bidder shall maintain limits on both comprehensive general liability and automobile liability insurance of no less than \$1,000,000, combined single limit per occurrence for bodily injury, personal injury and property damage.

This insurance during the life of this agreement will not be suspended, voided, canceled, or reduced in coverage or in limits. The City reserves the right to cancel any contract if the successful bidder fails to maintain the required insurance coverages.

The bidder shall also carry underground property damage and collapse hazard insurance coverage of no less than \$1,000,000 per occurrence.

The bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

18. No contract between the City and the bidder shall be deemed to exist until a fully executed copy thereof has been tendered and/or delivered to the contractor, or his duly authorized agent or representative.
19. The contractor to whom the contract is awarded, shall comply fully with the provisions of Sec. 153.59 and 153.60, Revised Code of Ohio, relative to discrimination and intimidation of employees.
20. The contractor shall procure, at its own expense, all necessary permits from the municipal or other public authorities, shall give all notices required by law or ordinances, and shall pay all fees and charges incident to the due and lawful prosecution of the work covered by this contract, and shall comply with all laws, regulations and ordinances. Note that any permits required and administered by the City of Miamisburg will be done at no charge to the contractor.
21. Payments to contractor shall be made in accordance with applicable sections of

the City of Miamisburg, Ordinance No. 4403.

CITY OF MIAMISBURG RETAINAGE REGULATIONS

Pursuant to Ordinance No. 4403, adopted February 5, 1991, for any project where it is determined to be in the City's best interest to retain funds, the following procedures will apply in lieu of Ohio Revised Code Chapter 153.

- The City of Miamisburg will pay the contractor at the rate of 90% of submitted and approved invoices (retaining 10%) during the first half of the project. For certain projects, the City reserves the right to retain at a rate greater than 10% during the first half of the project, if approved by the Finance Director and City Manager.
 - When the project is 50% completed, as evidenced by the submission of invoices, no further funds will be retained.
 - Upon successful completion of the project and full acceptance by the City, within 30 days, retained funds will be paid to the contractor.
22. The project shall be completed by the contractor and accepted by the City on or before the date agreed to by both the contractor and the City at the time of Contract adoption.

In addition to any damages or claims available to the City due to any and all acts of malfeasance, misfeasance, nonfeasance, negligence, undue delay or failure to adequately perform the work under the within contract/agreement, contractor shall be liable to the City of Miamisburg in the amount of \$2,500.00 per day for each day the work is not complete, within the terms of the contract/agreement, when no written extension of time has been granted by the City.

23. The contractor shall guarantee all the work for a period of one (1) year from the date set forth in the "Final Estimate", against defects resulting from the use of inferior materials, equipment or workmanship. This guarantee period shall be covered by the "Contract Bond" as agreed upon between the owner and the contractor, prior to the final payment for the work.

The contractor will be required during the life of this guarantee, to make all repairs or changes in the guaranteed work, which in the opinion of the owner are necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract documents.

The contractor shall, promptly upon receipt of notice from the owner, and

without expense to the owner, remove and replace all unsatisfactory work with suitable materials and equipment.

24. The owner will pay to the contractor the total earned compensation, as stated in the Final Estimate, less all prior payments and advances whatsoever, to or for the account of the contractor and all amounts to be kept and retained under the provisions of these contract documents. All prior estimates and payments, including those relating to "Changes in Work" or "Extra Work" shall be subject to correction by this Final Estimate for payment of the work included under these contract documents. The one (1) year guarantee period shall commence on the date of the Final Estimate.
25. All bidders shall comply with Ohio Revised Code Section 5719.042, which requires all bidders to submit a verified statement of whether or not said bidders are delinquent with respect to the personal property taxes enumerated in said Section 5719.042.

Such statement shall be incorporated in the final agreement and contract as an exhibit thereto.

26. The contractor shall prepare a contract schedule prior to the start of actual construction that must be approved by the City.
27. The contractor's attention is directed to the fact that the City of Miamisburg has an Income Tax Ordinance. Any questions, please call, 937-847-6462.
28. Bidders are advised that the Sycamore Trails Park Improvement project is ongoing and may overlap with the proposed construction. It is anticipated that these projects will not conflict with one another, but bidders are made aware that coordination between the contractor and Sycamore Trails Park Improvement contractor(s) may be necessary. No compensation will be made for this coordination or for delays resulting thereof.
29. Bidders are advised that the City has identified several either local or preferred subcontractors or operating platforms for various elements of the project. Bidders are free to use a subcontractor of their choice or perform the work themselves but must provide description of the firms for this work along with references of similar projects. The City will review alternate equipment recommendations from contractors, provided they are submitted as equal or better with associated documentation. The City reserves the right to accept or reject alternate equipment recommendations. The use of subcontractors may be factored into the City's determination of lowest and best bid.

Preferred subcontractors are as follows:

- PSS Contractors – Pool Infrastructure, Piping, Mechanical & Chemical Installation – as a regional commercial pool contractor with experience building similar facilities, their expertise in the construction of commercial swimming pools provides a benefit to the project.
 - Contact: David Taylor
 - DTaylor@PSSContractors.com
 - 513-772-2001x1
- Frye Mechanical – HVAC equipment installation – as the holder of a current maintenance contract, will be assuming ongoing maintenance for the near future, and as a result provide a benefit to being the installing contractor.
 - Contact: Chad Null
 - CNull@FryeMechanical.com
 - 937-222-8750
- Comfort Systems USA – Keyless Entry installation – as the current vendor for all city-wide facilities, and will be assuming ongoing maintenance.
 - Contact: Tony Marino
 - Tony.Marino@ComfortSystemsUSA.com
 - 330-360-3700

30. Bidders are advised that the City intends to purchase various components of the project, to then be installed by the contractor as a part of the bid package and project. The City also intends to perform work at the facility, outside of the project, but its costs are considered in the overall impact to the City's goals for the project as a whole. Bidders are advised there may be some limited coordination needed between the City, outside contractor and bidder for these items. Items not expressly stated in the following lists are intended to be purchased and installed by the bidder and should be included in the bid cost in accordance with the Plans, Specifications and Project details.

- City Purchase – Contractor Install Items
 - These items are included in the unit priced section of the bid and referenced in the aforementioned instructions
 - Cantilever Shade Structures
 - Multi-Layer Large Shade Structures
 - Cabana-Style Shade Structures
 - Wausau Large Concrete Bench
 - Wausau Small Concrete Bench
 - Wausau Concrete Planter
 - Wausau Galet Seating
- City Purchased Items
 - These items are seen within the plan set but are not to be included in the bid as the City intends to purchase and install on its own outside of the contracted project with the bidder.

- Lounge Chairs
- Trash Cans
- Picnic Tables
- Lap Pool Lane Lines (Contractor install anchors per plan)
- Backstroke Flags (Contractor install anchors per plan)
- Starting Blocks (Contractor install anchors per plan)
- Pool Ladders and Hand Rails for Recessed and Removable Steps (Contractor install anchors per plan)
 - Handrails for stairs and other elements by contractor
- Floatables for Recreation Pool (Contractor install anchors per plan)
- Basketball Hoop (Contractor install anchors per plan)
- Volleyball Net (Contractor install anchors per plan)
- Facility Signage
- Bike Racks
- Lifeguard Stands
- Lockers
- Concessions Equipment
- Computers, Tables, Chairs, Office Equipment, etc.
- Incomplete detailed items - details for these items are still in development and not specified within the plan set. The City intends to contract with an outside provider and some coordination may be required between said contractor and bidder. Alternatively the contractor for the project may be provided an opportunity to complete this work, through a change order.
 - These items are generally not seen within the plan set and are not to be included in the bid.
 - Security System Update
 - Security Camera System Update
 - Sound System Installation

31. Questions regarding the bid or these instructions must be submitted through the bidexpress platform according to the timeline setout in the bid process:

- Bids available January 21, 2025
- Mandatory Pre-Bid Meeting January 24, 2025
 - 1:00 p.m. at the Miamisburg Community Center,
305 E. Central Ave., Miamisburg, OH 45342
- All questions due by 5 p.m. February 10, 2025
 - City will respond to all questions by 5 p.m. February 14, 2025
- Bids due by 2:00 p.m. on February 19, 2025, to be opened and read aloud at 2:30 p.m. on February 19, 2025.