

DOCUMENT 00100

INSTRUCTION FOR BIDDERS

BIDS will be received by the **Muskingum County Commissioners, Attn: Projects Director**, (herein called the "OWNER"), at their office at **401 Main Street, Zanesville, OH 43701** until October 21, 2021 at 10:30 AM Local Time, and then at said office publicly opened and read aloud for the **NEW WELL NO. 7**.

Each sealed envelope containing the BID must be plainly marked on the outside the name of the BIDDER, his address, and the name of the project for which the BID is submitted.

Each BID must be submitted in a sealed envelope, addressed to the Muskingum County Commissioners, Attn: Projects Director, 401 Main Street, Zanesville, OH 43701. Each sealed envelope containing a BID must be plainly marked on the outside the name of the Bidder, his address, and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at **Muskingum County Commissioners, Attn: Projects Director, 401 Main Street, Zanesville, Ohio 43701**.

All BIDS must be made on the required BID FORM. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one (1) copy of the BID FORM is required.

Each BID ENVELOPE shall include and be submitted with bid:

- (a) Required Bid Guaranty in the form of Bid Bond or Certified Check
- (b) Affidavit of Unresolved Findings for Recovery.

BIDS will be accepted from only those BIDDERS who obtain DOCUMENTS from the **MUSKINGUM COUNTY WATER OFFICE**. BIDDERS who submit a BID must be a Plan Holder of Record at the **MUSKINGUM COUNTY WATER OFFICE**. Bids from BIDDERS who are not on the Plan Holders List may be returned as not being responsive.

Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof.

The OWNER reserves the right to reject any and all BIDS, to waive any and all informalities or minor defects and to negotiate contract terms with the successful BIDDER, and the right to disregard all non-conforming, non-responsive or conditional BIDS. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating BIDS, OWNER shall consider the qualifications of the BIDDER, whether or not the BIDS comply with the prescribed requirements and alternates and unit prices if requested in the BID FORMS.

The OWNER intends to accept alternates (if any are accepted) in the order in which they are listed in the BID FORM but OWNER may accept them in any order or combination.

OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (Including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted when OWNER requests BIDDER to do so. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

OWNER may conduct investigations he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the CONTRACT DOCUMENTS to OWNER'S satisfaction within the prescribed time.

OWNER reserves the right to reject the BID of any BIDDER who does not pass investigation of evaluation to OWNER'S satisfaction. OWNER may reject any Proposal where the unit price or individual lump sum prices are unbalanced and/or unfavorable to the OWNER'S interest.

OWNER will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension". Each CONTRACTOR and supplier (over \$25,000) shall complete form 5700-49.

Each BID must be accompanied by a **BID GUARANTY BOND** payable to the OWNER for one hundred percent (100%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the **AGREEMENT** is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The **BID GUARANTY BOND** of the successful BIDDER will be retained. A certified or cashier's check, equal to ten per cent of the BID, may be used in lieu of a BID BOND.

Attorneys-in-fact who sign BID BONDS must file with each bond a certified and effective dated copy of their power of attorney.

If CONTRACT is awarded, it will be awarded to the LOWEST AND BEST BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project.

When OWNER gives a **NOTICE OF AWARD** to the Successful BIDDER, it will be accompanied by at least three unsigned counterparts of the **AGREEMENT** and other CONTRACT DOCUMENTS. The party to whom the CONTRACT is awarded will be required to sign and deliver at least three counterparts of the **AGREEMENT** and other necessary insurance certificates, bonds and other CONTRACT DOCUMENTS within ten calendar days from the date when the **NOTICE OF AWARD** is delivered to the BIDDER. In case of failure of the BIDDER to execute the **AGREEMENT**, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER. Should there be reasons why the CONTRACT cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

The OWNER, within fifteen calendar days of receipt of acceptable **AGREEMENT** signed by the party to whom the CONTRACT was awarded, shall sign the **AGREEMENT** and return to such party an executed duplicate of the **AGREEMENT**. Should the OWNER not execute the **AGREEMENT** within such period, the BIDDER may by written notice withdraw his signed **AGREEMENT**. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The **NOTICE TO PROCEED** shall be issued within 15 days of the execution of the **AGREEMENT** by the OWNER. Should there be reasons why the **NOTICE TO PROCEED** cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the **NOTICE TO PROCEED** has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the **AGREEMENT** without liability on the part of either party.

Work on each CONTACT shall begin within 10 calendar days after the date of the **NOTICE TO PROCEED** and all Work is to be completed within the time set forth in the **NOTICE TO PROCEED**.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the CONDITIONS OF THE CONTRACT.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the CONTRACT throughout.

CONTRACTOR shall comply with all requirements of the ADDITIONAL DOCUMENTS and MISCELLANEOUS FORMS and submit required documentation as a prerequisite to executing the **OWNER-CONTRACTOR AGREEMENT**.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the Supplemental General Conditions.

All Contractors and Subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of their Project. Additionally, Contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Domestic iron and steel use requirements as specified in H.R. 3547 "Consolidated Appropriations Act, 2014" apply to this project. See additional information titled United States Environmental Protection Agency Memorandum found under Document 00820 Additional Articles in this book.

Muskingum County Commissioners further declare that they will award the Contract for this Project to the **LOWEST AND BEST BID**, which may not necessarily be the lowest bid. No single factor will control the Board's decision to award, and the Authority reserves the right to exercise its full discretion.

All work done under this Contract is subject to all Ohio State requirements concerning the payment of the prevailing wage rates.

This project is State of Ohio Tax Exempt. The OWNER will supply a tax-exempt certificate to the CONTRACTOR awarded the CONTRACT.

CONTRACTOR shall include the MUSKINGUM COUNTY BOARD OF COMMISSIONERS and VAUGHN, COAST & VAUGHN, INC. as additionally insured on the CONTRACTOR'S CERTIFICATE OF INSURANCE.

The ENGINEER is Vaughn, Coast & Vaughn, Inc. The ENGINEER'S address is 154 South Marietta Street, St. Clairsville, OH, 43950; phone: (740) 695-7256.