

**NOTICE TO BIDDERS**  
**Courthouse Fire Alarm System Improvements**

Sealed bids will be received at the Office of the Board of Muskingum County Commissioners, at 401 Main Street, Zanesville, Ohio, until 10:00 A.M. on **May 26th, 2022** and will be opened immediately thereafter for the **Muskingum County Courthouse Fire Alarm System Improvements Project** located at 401 Main Street, Zanesville, Ohio.

Each bidder is required to furnish with its bid, a Bid Guaranty in accordance with section 153.54 of the Ohio Revised Code.

This Notice to Bidders and other pertinent documents are also available on the Internet: <https://www.muskingumcountyoh.gov/Public/Public-Notices/>

Prospective bidders are strongly encouraged to arrange for an inspection of the courthouse to review the scope of the project by contacting Scott Lee, Muskingum County Facilities Superintendent, either by telephone at (740) 455-7128 or by email at [smlee@muskingumcounty.org](mailto:smlee@muskingumcounty.org)

The Board of Muskingum County Commissioners reserves the right to waive irregularities and to reject any or all bids.

BY ORDER OF THE Board of Muskingum County Commissioners:

Susan Reese  
Commissioner's Clerk

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Please print in the Times Recorder:

Date: May 6, 2022

Date: May 13, 2022

**BID SPECIFICATIONS**  
**COURTHOUSE FIRE ALARM SYSTEM PROJECT**  
**BOARD OF MUSKINGUM COUNTY COMMISSIONERS**  
**401 MAIN STREET, ZANESVILLE, OH 43701**

The Board of Muskingum County Commissioners desires to install a new fire alarm system at the Muskingum County Courthouse located at 401 Main Street, Zanesville, Ohio.

The scope of work includes the provision of all labor and materials required including the fire alarm control panel, remote annunciator, Knox box, and a combination of required wireless and wired notification and initiating devices which meet NFPA and ADA Standards.

The estimated cost for this project is \$150,000.00 (one hundred fifty thousand dollars) and the estimated completion time is 3 (three) to 4 (four) months following the award of a contract to the successful bidder.

Prospective bidders are strongly encouraged to arrange for an inspection of the courthouse to review the scope of the project by contacting Scott Lee, Muskingum County Facilities Superintendent, either by telephone at (740) 455-7128 or by email at [smlee@muskingumcounty.org](mailto:smlee@muskingumcounty.org)

Prepared by:  
Muskingum County Prosecuting Attorney  
4/2022 Version

**BID FORM DOCUMENT**

**BID DOCUMENT**

**BOARD OF MUSKINGUM COUNTY COMMISSIONERS**  
401 Main Street  
Zanesville, Ohio 43701

Bids Received – May 26, 2022

**Courthouse Fire Alarm System Project**

**Bid amount:** \_\_\_\_\_

**Estimated Completion Date:** \_\_\_\_\_

**NOTE: Attach a copy of your price quotation/bid proposal to this document**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**

1. Bidders are advised to examine, before submitting their bids, the location where the proposed work is to be done, as well as the plans, profiles, specifications, and contract documents. It is hereby understood that the bidder has read and fully understands each and every clause embodied in this contract.
2. All invoices will be billed and sent to:  
Board of Muskingum County Commissioners, 401 Main Street, Zanesville, Ohio 43701.
3. Each proposal must contain the full name of the party making the bid and all persons interested therein.
4. The award will be made to the lowest and best bidder. Awards will be made on the basis of unit prices bid and the County reserves the right to add to or delete from the estimated bid quantities.
5. **Each proposal must be accompanied by a bid guarantee conforming to the requirements of ORC 153.54.**
6. **The successful bidder will be required to furnish a performance bond in the amount of One Hundred Percent (100%) of the bid.**
7. All proposal blanks shall be filled in completely. Failure to do so could result in rejection of bid.
8. The Board Muskingum County Commissioners reserves the right to reject any and all bids and to waive irregularities.
9. **The attention of bidder is directed to the special statutory provisions (ORC 4115.03 et seq.) governing the prevailing rates of wages to be paid to operators, laborers and mechanics employed and on discriminations, etc. in employment under public contracts (ORC 153.38, 153.60).**
10. Without exception, all contract documents are subject to review and/or approval by the Muskingum County Prosecuting Attorney.

Courthouse Fire Alarm System Project

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Associate for the above referenced project and the following Addenda:

ADDENDUM NO.:\_\_\_\_ dated

ADDENDUM NO.:\_\_\_\_ dated

ADDENDUM NO.:\_\_\_\_ dated

ADDENDUM NO.:\_\_\_\_ dated

and likewise having inspected the site of and the conditions of said project, the undersigned proposes to furnish all material and perform all labor, as specified, described and shown in the Project Manual and Drawings for the work, within the time set forth herein, and at the prices stated in the Bid Schedule.

The Bidder, in compliance with the Instructions to Bidders, agrees to hold the bid open for THIRTY (30) DAYS and abide by the terms for disposition of bid security.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Prepared by:  
Muskingum County Prosecuting Attorney  
4/2022 Version

**EXECUTED CONTRACT**

**BOARD OF MUSKINGUM COUNTY COMMISSIONERS  
401 MAIN STREET  
ZANESVILLE, OHIO 43701**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, hereinafter called the "Contractor" and **The Board of Muskingum County Commissioners**, hereinafter called the "Owner".

**WITNESSETH**, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1                      Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, **Court House Fire Alarm System Improvements**, all in strict accordance with the contract documents, as caused to be prepared by the Owner.

Article 2                      Contract Price

The Owner will pay the Contractor for the performance of the work the sum of \$ \_\_\_\_\_ subject to additions and deductions as provided elsewhere in the contract documents or by change order.

Article 3                      Contract

The executed contract documents shall consist of the following:

- A. This Agreement
- B. All documents of the Bid Document for the Courthouse Fire Alarm System Improvements, dated **April 28, 2022**, including:
  - Advertisement for bids
  - Instructions to bidders

- Construction specifications (including all plans, drawings, etc. referenced or included)
- Board of Muskingum County Commissioners General Conditions for Contract Projects
- Proposal form, as executed
- Affidavit of Contractor or Sub-Contractor Prevailing Wages
- Prevailing Wage Determination
- Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes
- Any and all pre-bid Addenda issued

C. Performance Bond

This Agreement, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern except as otherwise specifically stated.

Article 4

Nondiscrimination

The Contractor agrees, in accordance with Section 153.59 of the O.R.C., that in the hiring of employees for the performance of work under this contract, or any subcontract, no contractor nor subcontractor or any person acting on his behalf shall, by reason of race, creed or color, discriminate against any citizen of the State in the employment of laborers or workers who are qualified and available to perform the work to which the employment relates; and that no contractor, subcontractor or any person acting 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.

Article 5

Prevailing Wages

If applicable, the Contractor agrees that the provisions of Ohio Revised Code Chapter 4115 shall be complied with in all respects under this agreement by the Contractor and all subcontractors.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year above written.

**CONTRACTOR:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**OWNER:** Board of Muskingum County Commissioners

\_\_\_\_\_  
Mollie S. Crooks, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
James W. Porter, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cindy S. Cameron, Commissioner

\_\_\_\_\_  
Date

**FISCAL OFFICER'S CERTIFICATE**

I hereby certify that the amount required to meet the local share obligation in the foregoing contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of Fund \_\_\_\_\_ free of any previous encumbrances.

\_\_\_\_\_  
Debra J. Nye, Muskingum County Auditor

\_\_\_\_\_  
Date

Approved as to form:  
Muskingum County Prosecuting Attorney

By: \_\_\_\_\_  
Mark A. Zanghi, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date



**BOARD OF COUNTY COMMISSIONERS  
MUSKINGUM COUNTY, OHIO  
401 MAIN STREET  
ZANESVILLE, OH 43701**

**GENERAL TERMS AND CONDITIONS FOR CONTRACTS**

**1. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The work to be performed under this Contract shall be commenced upon the execution of the Contract and be completed on or before the date specified in the bid documents and/or Agreement, unless approved otherwise by the Board of Muskingum County Commissioners ["Owner"].

The time of completion of the parts of the work is of the essence of the contract and should the Contractor neglect, refuse or fail to complete the work to be done under the Contract within the time herein agreed upon, after adding all extensions of time granted by the Owner, then in that event the Owner shall have and are hereby given the right to deduct and retain out of such money, which then due, or which may become due and payable to the Contractor for the work to be done under this contract, the sum of **\$100.00 per day for each calendar day** that the work is delayed in its completion beyond agreed time. Said sum per-day for such delay, failure or non-completion shall be deemed, taken, and treated as liquidated damages which the Owner will suffer by reason of such default and not by way of penalty.

**2. INDEMNIFICATION**

The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work embraced in the project, provided that any such claims, damage, loss or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against Owner or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

**3. COMPLIANCE WITH LAWS AND REGULATIONS.**

The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

**4. FINDINGS FOR RECOVERY**

The Owner shall not award a contract for goods, services, or construction to a contractor or person against a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved.

**5. INSURANCE**

Contractor shall provide evidence of firm's worker's compensation insurance and a copy of firm's certificate of insurance showing current limits of liability for employer's liability, commercial general liability, business automobile liability and professional liability.

**6. LAW AND JURISDICTION**

All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Muskingum County Common Pleas Court, Muskingum County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

**7. ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

**8. MODIFICATIONS TO AGREEMENT**

No changes to the Agreement and the other Contract Documents incorporated within shall be valid unless in written form and signed by the Contractor and the Owner.

**9. REVIEW AND APPROVAL OF CONTRACT DOCUMENTS**

Without exception, all contract documents are subject to review and/or approval by the Muskingum County Prosecuting Attorney.

Prepared by:  
Muskingum County Prosecuting Attorney  
4/2022 Version



# Important Notice Prevailing Wage Threshold Levels

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

<b>"New" construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
<b>"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>

<b>As of January 1, 2020:</b>	
<b>"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$93,292</b>
<b>"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$27,950</b>

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce  
 Division of Industrial Compliance  
 Bureau of Wage and Hour Administration  
 6606 Tussing Road, PO Box 4009  
 Reynoldsburg, Ohio 43068-9009  
 Phone: 614-644-2239  
 Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)