

"STREET RESURFACING PROJECT 2023"

Notice is hereby given that the Chief Fiscal Officer for the Village of Lucas, Richland County, Ohio is authorized and directed by the Council of the Village of Lucas to accept bids for the purchase of street repair, planing and paving material. The procurement of said paving materials are to be on an in place basis according to specifications and requirements on file in the office of the Chief Fiscal Officer.

Sealed bids for the furnishing of the said materials shall be received at the office of the Chief Fiscal Officer at any time up to 12:00 noon the 26th day of June, 2023 at which time they will be publicly opened and read. The bid shall be accompanied by either a certified check on a solvent bank in the sum of 10% of the bid price or a bid bond as a guarantee that if the bid is accepted, a contract will be entered into and its performance secured. Bidders shall submit with their bid the affidavit required under Ohio Revised Code Section 5719.042 that the bidder was not charged with any delinquent personal property tax in Richland County, Ohio.

The Village of Lucas reserves the right to reject any and all bids and to waive any irregularity in any bid and to determine the lowest and best bidder. No bidder shall withdraw his bid for a period of 60 days after the scheduled closing time for the receipt of bids. The Contractor shall pay at least the wage rate listed in the Ohio State Wage Rates Schedule.

The contractors shall provide a copy of payroll to be submitted to the Chief Fiscal Officer for verification of prevailing wage before payment is rendered.

Completion date for the 2023 Street Resurfacing Project shall be September 29, 2023.

Patricia Constance, CMC
Chief Fiscal Officer
Village of Lucas

SPECIFICATIONS FOR STREET RESURFACING PROJECT 2023

SECTION 1: MILLING

(Mill 2.0" in depth, Clean, Tack and Replace with 2.0" Type I Surface Course)

1. Lucas North Road (From First Avenue to Corporation Limits
(Approximately 1300' X 20')

<u>BID</u>		<u>UNIT</u>	<u>UNIT</u>
<u>ITEM</u>	<u>DESCRIPTION</u>		<u>PRICE</u>
A	Mill 2.0" in Depth		
B	Clean Surface	None	
C	Tack and Replace with 2.0" Type I Surface Course		
D	Roll	Each	

SECTION 2: PAVING

1. Bond Street (From First Avenue to Dead End)
(Approximately 600' X 18')

<u>BID</u>		<u>UNIT</u>	<u>UNIT</u>
<u>ITEM</u>	<u>DESCRIPTION</u>		<u>PRICE</u>
A	Mill 2.0" in Depth		
B	Clean Surface	None	
C	Tack and Replace with 2.0" Type I Surface Course		
D	Roll	Each	

2. Lucas North Road (From First Avenue to Corporation Limits
(Approximately 1300' X 20')

<u>BID</u>		<u>UNIT</u>	<u>UNIT</u>
<u>ITEM</u>	<u>DESCRIPTION</u>		<u>PRICE</u>
A	Mill 2.0" in Depth		
B	Clean Surface	None	
C	Tack and Replace with 2.0" Type I Surface Course		
D	Roll	Each	

* Match renovated catch basin aprons on all applicable areas.

VILLAGE OF LUCAS

1. The Village of Lucas reserves the right to reject any or all bids which are submitted.
2. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall insure the Village of Lucas, Ohio against any and all legal liability for damages because of bodily injury, sickness or disease, including death caused by or arising out of operations under this contract, whether such operations be carried on by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall also take out and maintain builder's risk (fire and extended coverage) insurance on the insurable portion of the project. The Contractor shall also take out and maintain, during the life of this contract, workmen's compensation insurance for all employees employed at the site of the project.
3. The Contractor shall pay all employees prevailing wage required under Ohio State Wage Rates Schedule. A copy shall be certified and submitted to the Village Clerk for verification before payment is rendered.
4. The date of completion shall be 29 consecutive calendar days after notice to proceed with the work as written in the contract.
5. Liquidated damages that will be paid by the Contractor for failure to complete the contract within the time specified will be \$100.00 per day.
6. The Contract will be awarded to the lowest and best bidder and shall be one (1) contract.
7. The Contractor shall be required to furnish sufficient lights, barricades, torches and flagmen to meet full safety requirements, and shall work closely with the Richland County Sheriffs Department in maintaining at least one-way traffic whenever possible, on the streets where the work is being performed. During the hours of darkness, sufficient warning lights shall be provided along the route of construction.
8. The Contractor shall not discriminate or intimidate on account of race, creed, or color. The Contractor shall agree to abide with the provisions of Sections 153.59 and 153.60 of the Revised Code of Ohio which shall apply to this Contract.
9. Bidders shall submit with their bid the affidavit required under Ohio Revised Code Section 5719.042 that the bidder was not charged with any delinquent personal property taxes in Richland County, Ohio.

SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the project title and name and address of the Bidder and accompanied by the Bid Security.

To the Council of the Village of Lucas

I, the undersigned having full knowledge of the site, plans, and specifications for the Village of Lucas' 2023 Street Resurfacing Project in the Village of Lucas, hereby agree to furnish all services, labor, materials, and equipment necessary to complete the work by _____ according to plans and specifications and to the acceptance of the Village of Lucas, Ohio and to accept in full compensation therefore based upon the following bid.

Accompanying this proposal is a certified unconditional check or bid bond to the Village of Lucas for the sum of \$ _____ which is not less than ten (10) percent of the proposal, which check is to be forfeited incase this proposal is accepted and the undersigned fail to execute a contract with the Village of Lucas, Ohio under the conditions of this proposal, within ten (10) days from the date of notice of award.

Amount of Bid for the Paving Project 2023:

\$ _____

Lucas North Road: _____

Bond Street: _____

Date _____

Firm Name: _____

By: _____

Title: _____

CONTRACT

THIS CONTRACT, made the ____ day of _____, 2023, by and between _____ Co., hereinafter called the "Contractor" and the Village of Lucas, Ohio, hereinafter called the "Owner".

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

ARTICLE I - SCOPE OF WORK: The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required for Paving Improvements for the Village of Lucas, Ohio all in strict accordance with specifications, including any and all addenda, prepared by the Village of Lucas, which specifications are made a part of this Contract, and in strict compliance with the Contractor's bid and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other contract documents constituting a part hereof.

ARTICLE II - THE CONTRACT PRICE: The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions (based upon stone tonnage and tar variations) provided herein, in current funds, the Contract price computed as follows:

SECTION 1: MILLING

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TOTAL PRICE

ARTICLE III - TIME OF COMPLETION: The Contractor agrees to complete the work included under this Contract within the time indicated below after notice to proceed with the work:

29 CONSECUTIVE CALENDAR DAYS

ARTICLE IV - WEATHER: Contractor will be allowed delays for weather conditions, based on the concurrence of Contractor and Owner, for two circumstances: 1) isolated inclement weather, wherein the project site is determined to be unworkable for days of precipitation and days following for short times between otherwise good weather; and 2) sustained inclement weather, wherein the project site is determined to be unworkable for a sustained period of time, such as the winter months, with only an occasional working day within the sustained unworkable conditions.

If Contractor believes either condition applies, a request shall be made to Owner for a site meeting and a joint determination of the site conditions and approval of the delay.

ARTICLE V - COMPONENT PARTS OF THIS CONTRACT: This Contract consists of the following component parts, all of which if not attached, as if hereto attached:

1. General Conditions
2. Information to Bidders
3. Specifications, including Addenda Numbers
4. Bid
5. This Instrument
6. Affidavit of Personal Property Tax
7. Bureau of Workers' Compensation Certificate of Premium Payment
8. Performance Bond

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in five original counterparts the day and year first above written.

IN THE PRESENCE OF:

CONTRACTOR:

Title:

VILLAGE OF LUCAS:

Title:

ATTEST:

I, Patricia Constance, hereby certify that the money to meet this Contract has been lawfully appropriated for the purpose of the Contract and is in the Treasury of the Village of Lucas, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Patricia Constance, CMC
Chief Fiscal Officer