

**BID**  
to the  
**City of Piqua, Ohio**  
**Purchasing Department**

Reply to I.F.B. **1824**

No Later Than: **2:00 p.m. 7/3/18**

Via fax to 937-778-1130, E-mail: [byount@piquaoh.org](mailto:byount@piquaoh.org) or deliver to Bev Yount, Purchasing Analyst, City of Piqua, 201 W. Water St. Piqua, OH 45356

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein.

---

To provide all the needed material, labor, and equipment necessary to complete the work as described in the attached scope of work.

There will be a non-mandatory, pre-bid meeting on June 25, 2018 at 2:00 p.m. Please meet at the Plaza entrance in front of the Library.

This project shall use regular wages and not prevailing wages.

Price for High St./South side paver modifications \$ \_\_\_\_\_

Price for Main St./East side paver modifications (Alternate Option) \$ \_\_\_\_\_

Note: Bidders are responsible for verification of measurements prior to submitting bid. This project may be scheduled this year depending on the available budget.

Contact Bob Graeser at 937-778-2044 or [bgraeser@piquaoh.org](mailto:bgraeser@piquaoh.org) with any questions prior to June 27, 2018 at 4:00 p.m.

The successful bidder must have and maintain current workers compensation insurance, comprehensive general liability and automobile insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000.00 per occurrence with the City of Piqua as an additional named insured.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE. THE CITY OF PIQUA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY IRREGULARITIES IN A BID, OR TO ACCEPT THE BID OR BIDS WHICH THE JUDGMENT OF PROPER OFFICIALS, IS TO THE BEST INTEREST OF THE CITY. THE CITY OF PIQUA RESERVES THE RIGHT TO ACCEPT A PART OR PARTS OF A BID UNLESS OTHERWISE RESTRICTED IN THE BID.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: \_\_\_\_\_% 10<sup>th</sup> Proximo.  
Leave blank if your terms are Net 30 days.

Delivery will be made within \_\_\_\_\_ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Bidding Company: \_\_\_\_\_

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

\_\_\_\_\_  
City State Zip Code

By: \_\_\_\_\_  
Name and Title (please print or type)

Signature: \_\_\_\_\_

Phone No.: \_\_\_\_\_/Fax No.: \_\_\_\_\_

Fed. I.D. No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

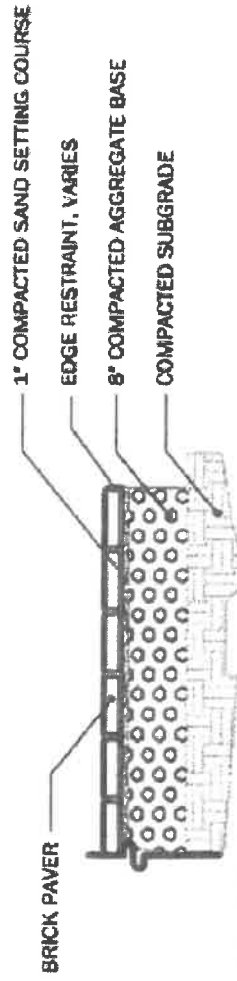
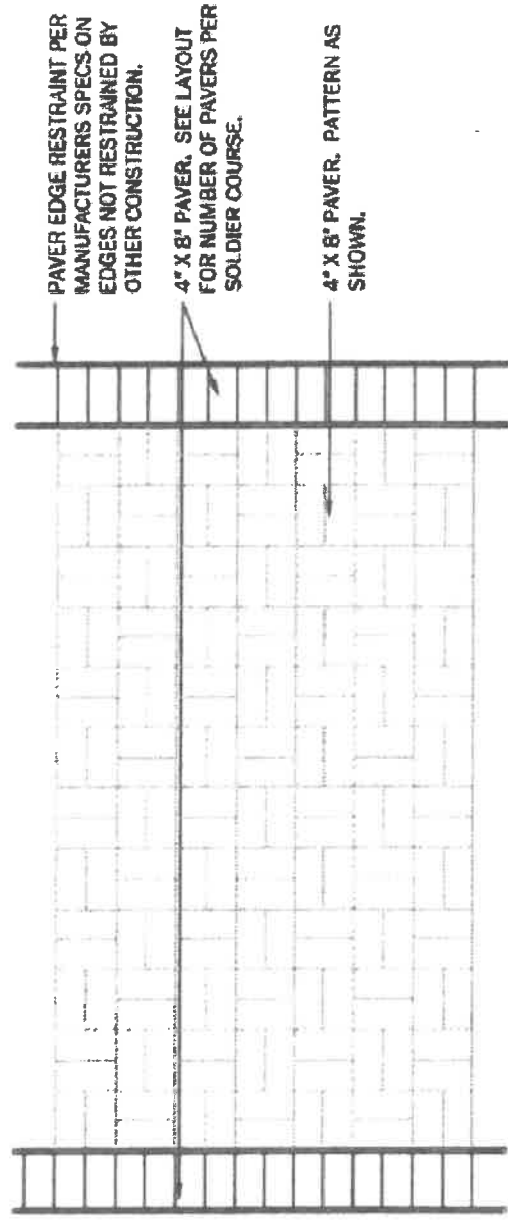
Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. INVOICE: Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.
3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. TAXES: The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. CANCELLATION: The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill you contractual obligations with respect to timeliness, quality and/or any other reason.
8. DEFAULT PROVISIONS: In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. NO VERBAL AGREEMENTS: The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua.
10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. INSPECTION: The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of

- their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
  13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
  14. **SAVE HARMLESS:** You shall indemnify and hold the City of Piqua, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
  15. **INSURANCE:** If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
  16. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Piqua shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Piqua or a party duly authorized by the City of Piqua). Upon the City of Piqua's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Piqua.
  17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
  18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
  19. **EQUAL EMPLOYMENT OPPORTUNITY:**
    - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
    - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.

20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.
25. **ASSIGNMENT:** This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.

# EXISTING PAVERS

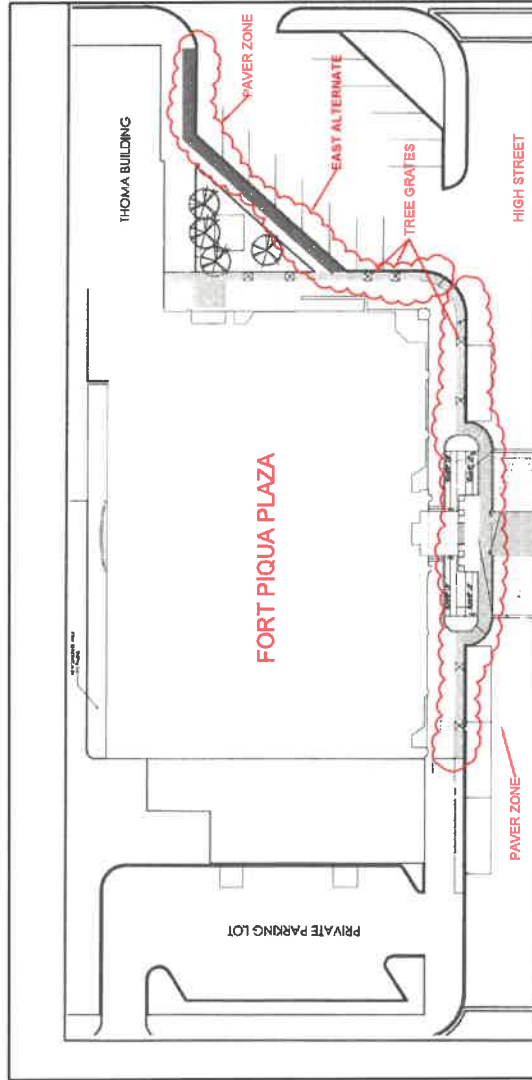


**NOTES:**

1. CONTRACTOR TO VERIFY COLOR WITH OWNER PRIOR TO ORDERING.
2. PROVIDE 4"x4" IN FIELD PAVEMENT MOCK-UPS FOR OWNERS APPROVAL PRIOR TO INSTALLATION

PAVER: COLOR: MATCH EXISTING  
 STYLE: 4" X 8" CLAY  
 PATTERN: AS SHOWN ON PLAN

# FORT PLAZA PAVER MODIFICATIONS A-1

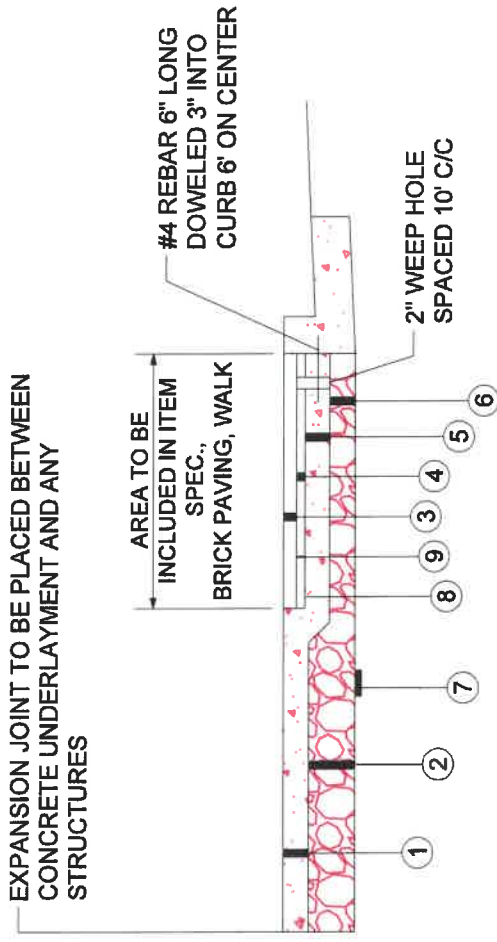


**GENERAL NOTES:**

- MAINTENANCE OF TRAFFIC IS TO INCLUDE "BLOCK WAY PERMIT" PUBLIC WALK CAN BE BLOCKED AS WELL AS THE PARKING LANE. AS THE PROJECT PROGRESSES, CONTRACTOR IS ASKED TO PROVIDE ACCESS TO ALL USERS OF THE BUILDING DURING PROJECT
- REMOVE ALL PAVERS WITHIN THE CLOUDED PAVER ZONE AND SAVE TO REINSTALL
- REMOVE 4 3/4" AGGREGATE BASE
- REMOVE ALL THE TREE GRATES. SANDBLAST CLEAN AND REPAINT WITH EPOXY BLACK PAINT AND REINSTALL
- REMOVE ALL PAVEMENT LIGHTS IN THE PAVERS. ALL ASSOCIATED WIRING TO REMAIN IN PLACE. CITY OF PIQUA WILL DISCONNECT POWER TO WIRE PRIOR TO THE START OF WORK.
- REINSTALL BRICK PAVERS ACCORDING TO DETAILED SPECIFICATIONS ON A-2
- CONTRACTOR TO PROTECT THE FINISHED WORK FROM DAMAGE THROUGH THE CONSTRUCTION PERIOD TERMINATING AT THE FINAL ACCEPTANCE OF THE ENTIRE PROJECT.
- BRICK PAVERS FURNISHED BY CONTRACTOR SHALL BE AS MANUFACTURED BY WHITTACRE-GREER BEVELED EDGE VACUUM DRY PRESSED SOLID PAVES, GLENN GARY K&W REPPRESSED CHAMFERED PAVES #30. NO SUBSTITUTION WILL BE PERMITTED.
- ONCE ALL PAVERS ARE INSTALLED AND HAVE GOOD ALIGNMENT WITH JOINTS NOT EXCEEDING 1/8" GAP SPACING, SWEEP A DRY MIXTURE OF ONE PART COLORED PORTLAND CEMENT TO MATCH THE COLOR OF PAVERS AND THREE PARTS SAND UNTIL JOINTS ARE COMPLETELY FILLED. FOG WITH WATER. PORTLAND CEMENT STAINS THAT REMAIN SHALL BE CLEANED. POLYMERIC SAND IS PERMITTED. FOLLOW MANUFACTURERS RECOMMENDATIONS FOR USE.

# PLAZA PAVER MODIFICATIONS

## A-2



### BRICK TYPICAL SECTION AT CURB RAMPS

- 1 ITEM 608, 5" CONCRETE WALK, AS PER PLAN APPLY 2 COATS OF SUPER DIAMOND CLEAR CURING AND SEALING COMPOUND, OR APPROVED EQUIVALENT PER MANUFACTURER'S RECOMMENDATION ON ALL SURFACES INCLUDING BACK OF CURB IMMEDIATELY AFTER FINISHING SURFACES.
- 2 ITEM 411, 8" AGGREGATE BASE, (IN 2 EQUAL 4" LIFTS), SATURATED WITH WATER PRIOR TO COMPACTION
- 3 ITEM SPECIAL, BRICK PACING, WALK (2-1/4" BRICK), (REFER TO CITY FOR SPECIFICATIONS)
4. 3/4" ROLLED BITUMINOUS SETTING BED. (REFER TO CITY FOR SPECIFICATIONS)
5. ITEM 608, 4" CONCRETE UNDERLAYMENT, CURE & SEAL WITH ONE COAT OF DIAMOND CLEAR, OR ODOT APPROVED CURING COMPOUND.
6. ITEM 411, 5-3/4" AGGREGATE BASE SATURATE WITH WATER PRIOR TO COMPACTION
7. ITEM 204, SUBGRADE COMPACTION
8. ITEM 407, TACK COAT @ 0.10 GAL/S.Y. NEOPRENE MODIFIED ASPHALT.
9. NEOPRENE MODIFIED ASPHALT ADHESIVE.

# SPECIFICATIONS

ITEM 608, WALKWAY, MISC. CITY OF PIQUA, BRICK PAVER

THIS WORK SHALL CONSIST OF CONSTRUCTING A BITUMINOUS BRICK SETTING BED, PLACING THE PAVER BRICK AND SANDING THE JOINTS WITH SPECIFIED MATERIALS IN REASONABLY CLOSE CONFORMITY WITH LINES GRADES, AND DIMENSIONS SHOWN ON THE PLANS OR ESTABLISHED BY THE ENGINEER. ASPHALT CEMENT TO BE USED IN THE BITUMINOUS SETTING BED SHALL CONFORM TO ASTM DESIGNATION D-3381. THE VISCOSITY GRADE A.C. OR A.C. 20. THE FINE AGGREGATE TO BE USED IN THE BITUMINOUS SETTING BED SHALL BE CLEAN, HARD SAND WITH DURABLE PARTICLES AND "COARSE" TO "FINE" AND ALL PASSING THE NO. 4 SIEVE, AND IT SHALL MEET THE GRADUATION REQUIREMENTS WHEN TESTED IN ACCORDANCE WITH THE STANDARD METHOD OF TEST FOR SIEVE OR SCREEN ANALYSIS OF FINE AND COARSE AGGREGATES ASTM DESIGNATION C-136-81. THE DRIED FINE AGGREGATE SHALL BE COMBINED WITH HOT ASPHALT CEMENT, AND THE MIX SHALL BE HEATED TO APPROXIMATELY 300 DEGREES F AT AN ASPHALT PLANT. THE APPROXIMATE PORTION OF MATERIALS SHALL BE SEVEN (7) PERCENT ASPHALT CEMENT AND NINETY-THREE (93) PERCENT FINE AGGREGATE. EACH TON SHALL BE APPORTIONED BY WEIGHT IN THE APPROXIMATE RATIO OF 145 LBS. ASPHALT TO 1,855 LBS. SAND. THE CONTRACTOR SHALL DETERMINE THE EXACT PROPORTIONS TO PRODUCE THE BEST POSSIBLE MIXTURE FOR CONSTRUCTION OF THE BITUMINOUS SETTING BED TO MEET CONSTRUCTION REQUIREMENTS.

NEOPRENE - MODIFIED ASPHALT ADHESIVE UNDER BRICK PAVERS

MASTIC (ASPHALT ADHESIVE)

SOLIDS BASE 75+1%<sup>3</sup>

LBS./GAL. 8-8.5 LB.

SOLVENT VARSOL (OVER 100 DEGREE F FLASH)

BASE (2% NEOPRENE, 10% FIBERS, 88% ASPHALT)

MELTING POINT - ASRM D-36 200 DEGREES F MIN.

PENETRATION - 77 DEGREES 100 GRAM LOAD 5 SECOND (.1MM) 23-27

DUCTILITY - ASTM D-113-44 @ 25 DEGREES C (5CMS/PER MINUTE) 125 CM.MIN.

BITUMINOUS SETTING BED TO BE PLACED BY EXPERIENCED SUBCONTRACTOR IN THIS TRADE WHO HAS PERFORMED A MINIMUM OF FIVE (5) OTHER PROJECTS OF SIMILAR SIZE WHICH INCLUDE BITUMINOUS SETTING BEDS. THE CONTRACTOR PLACING THE BITUMINOUS SETTING BED SHALL ALSO PLACE AND INSTALL THE ACTUAL BRICK PAVERS. SUBMIT EXPERIENCE RECORD OF BRICK SUB-CONTRACTOR AND LIST OTHER PROJECTS OF SIMILAR SIZE, DIFFICULTY, AND TYPE. THE CONCRETE SUB-SLAB SURFACE SHALL BE CLEANED, FREE OF DUST, DIRT, FOREIGN MATERIAL, PLASTER, SEALER, CURING COMPOUNDS, AND FROM OIL PRIOR TO PLACEMENT OF BITUMINOUS SETTING BED. BRICK INSTALLATION CONTRACTOR SHALL EXAMINE THE AREAS TO BE COVERED AND ADVISE PRIME CONTRACTOR AND ENGINEER OF ANY EXISTING CONDITIONS OR SURFACE CONTAMINATION WHICH SHALL REQUIRE CORRECTION PRIOR TO PLACING BITUMINOUS SETTING BED. TO INSTALL THE SETTING BED OVER THE BASE SURFACE, PLACE DEEP CONTROL BARS DIRECTLY OVER THE BASE. THE DEPTH CONTROL BARS MUST BE SET CAREFULLY TO BRING PAVERS, WHEN LAID, TO PROPER GRADE. THICKNESS OF THE FINISHED SETTING BED SHALL BE NO MORE THAN 1" OR LESS THAN ½". THE SETTING BED SHALL BE COMPACTED WITH A MECHANICAL TAMPING DEVICE TO A NOMINAL DEPTH OF ¾" WHILE STILL HOT. THE THICKNESS SHALL BE ADJUSTED SO THAT WHEN THE ASPHALT BLOCK OR BRICK PAVERS ARE PLACED, THE TOP SURFACE OF THE PAVERS WILL BE AT THE REQUIRED FINISHED GRADE. BE SURE FINISHED SURFACES DO NOT VARY FROM TRUE LINES, LEVELS, OR GRADE BY MORE THAN ⅛" IN TEN (10) FEET WHEN MEASURING WITH STRAIGHT EDGES.

A COATING OF TWO (2) PERCENT NEOPRENE-MODIFIED ASPHALT ADHESIVE SHALL BE APPLIED BY SQUEEZING OR TOWELING OVER THE TOP SURFACE OF THE BITUMINOUS SETTING BED SO AS TO PROVIDE A BOND UNDER THE PAVERS. IF IT IS TROWELED, THE TROWEL SHALL BE SERRATED WITH SERRATION'S NOT TO EXCEED ONE-SIXTEENTH (1/16) OF AN INCH.



**Bidders' List IFB #1824:**

**LJ DeWeese Company Inc.**  
3616 S. Tipp Cowlesville Rd  
Tipp City, Ohio 45371

**Double Jay Construction**  
25 Harrisburg Dr  
Englewood, Ohio 45322

**Brumbaugh Construction**  
3520 St Rt. 49  
Arcanum, Ohio 45304