

BID
to the
City of Piqua, Ohio
Purchasing Department

Please Reply to I.F.B. **1941**

No Later Than: **2:00 p.m. 10/25/19**

Via fax to 937-778-1130, E-mail: 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.

Provide all needed material, labor, equipment, etc. to complete the Park Ave. Sidewalk & Curb Replacement Project #18-18 work as described in Exhibit A. Fill in Page 1 with the total costs for each item number. Pages 1 and 2 must be returned with your proposal. Page 2 must be signed by an officer of your company.

Bid Reference Item No.	Item Code	Item List – Base Bid	Quantity	Units	Unit Price	Extension
1	202	Concrete Walk Removed	320.0	S.F	\$	\$
2	202	Curb, Curb & Gutter Removed, Type 2	10.0	L.F.	\$	\$
3	608	4” Non-Reinforced Concrete Pavement, Class QC1	320.0	S.F.	\$	\$
4	609	City of Piqua Type 2 Curb, Class QC1	10.0	L.F.	\$	\$
5	614	Traffic Control	1.0	LMP	\$	\$
		Grand Total				\$

Contact Bill Harding at 937-778-2044 or bharding@piquaoh.org with any questions.

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.

Bidding Company: _____

Cash Discount Allowed: _____ % 10th Proximo.
Leave blank if your terms are Net 30 days.

Address: _____

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

City _____ State _____ Zip Code _____

By: _____
Name and Title (please print or type)

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

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 your 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.

Bidder's List IFB # 1941:

1. Double Jay Construction, Inc.
25 Harrisburg Dr.
Englewood, OH 45322
Ron Blair ron@doublejayinc.com
2. L.J. DeWeese Co. Inc.
3616 Tipp Cowlesville Rd
Tipp City, OH 45371
Kristen Dilbone kldilbone@yahoo.com
3. Grissom Construction
8333 N. Rakestraw Rd
Covington, OH 45318
Carol Grissom grissomcon@att.net

EXHIBIT "A"

18-18 Park Avenue Bridge Sidewalk Replacement, N side of Bridge

Work shall consist of the removal of 80'+/- of 4' wide sidewalk on the north side of the bridge. And the replacement of a type #2 Curb & Gutter, 5'-10' of curb only @ one location.

Walk removal will begin at the west side of the bridge at the east side of the residential driveway marked in white paint with a "T". eastward to the west side of the ADA ramp to the Bike PATH marked in white paint with a "T". New sidewalk 80' by 4' in width to be placed against the existing curbing and pinned to the curbing using #4 rebar 6; OC per City of Piqua Specifications

Curbing shall be removed from the gutter plate by vertical saw cut at the intersection of the face of curb and the gutter

Curbing shall be replaced monolithically with sidewalk. Curbing shall be pinned to gutter plate and existing curbing by 2 #4 pins in gutter plate and 2 #4 pins in existing curb

Traffic control shall comply with ODOT Typical Application #10. A City of Piqua permit to Block Way shall be filed 3 working days prior to any work commencing.

For questions regarding the above work please contact:

William Harding, Engineering Technician

City of Piqua, Engineering Department

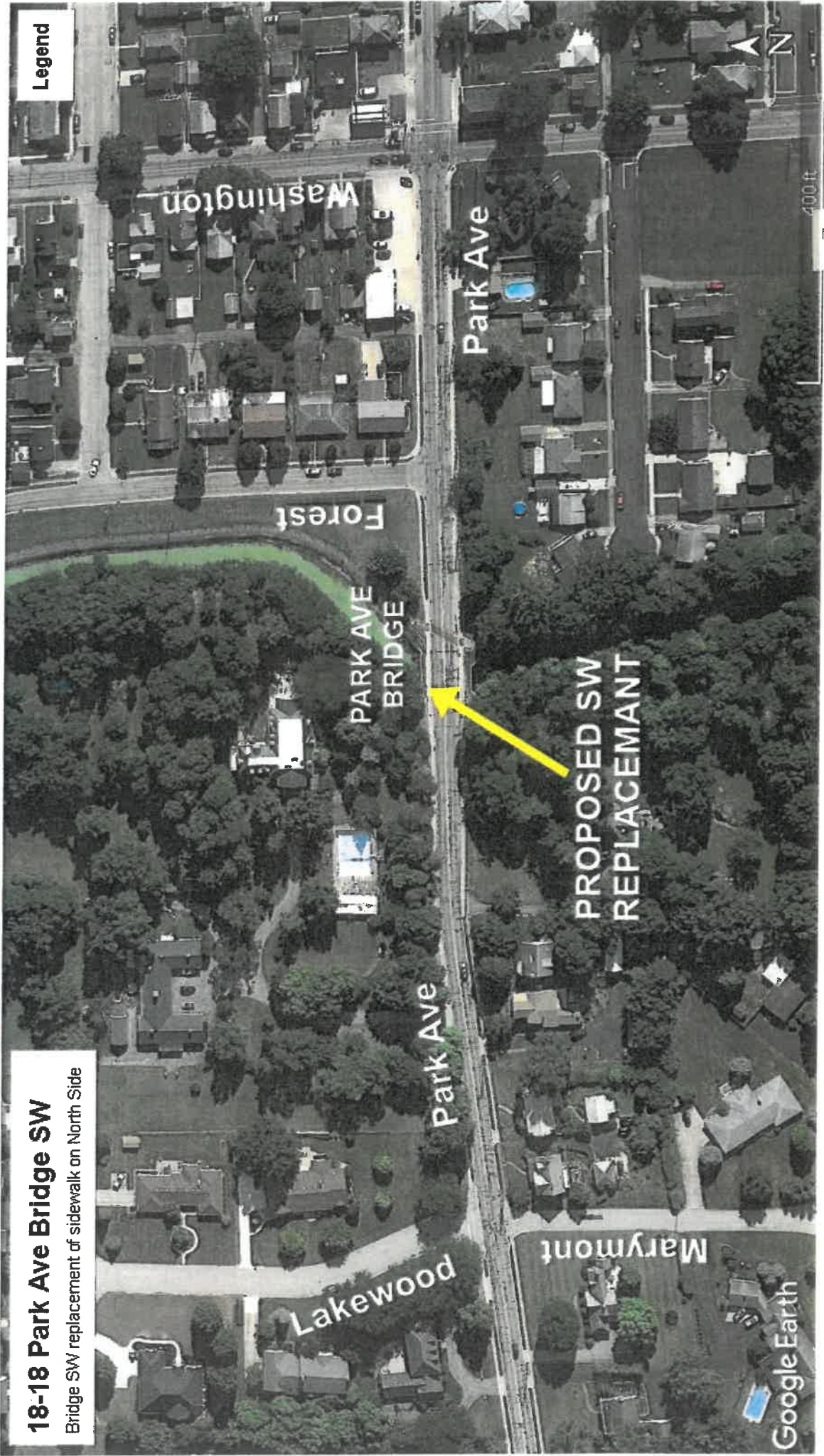
201 W. Water Street

Piqua, OH 45356

Phone: (937) 778-2044

Email: bharding@piquaoh.org

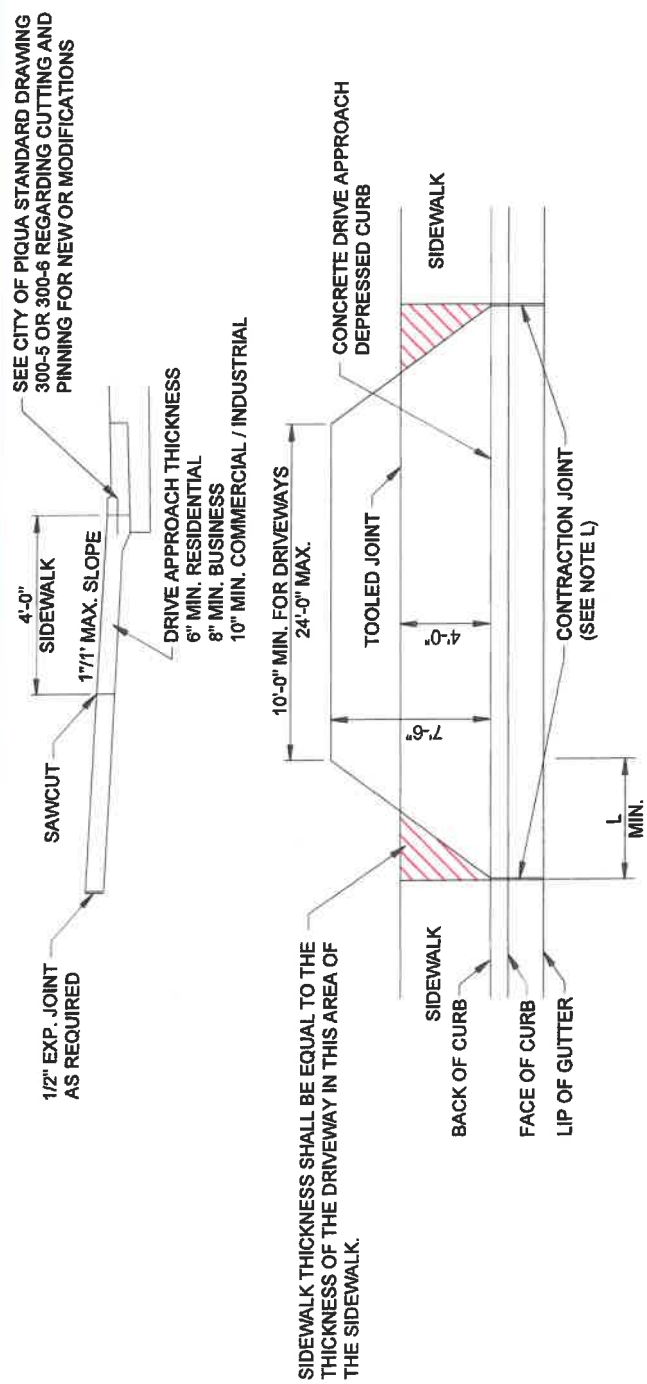
EXHIBIT "A"



18-18 Park Ave Bridge SW

Bridge SW replacement of sidewalk on North Side

EXHIBIT "A"



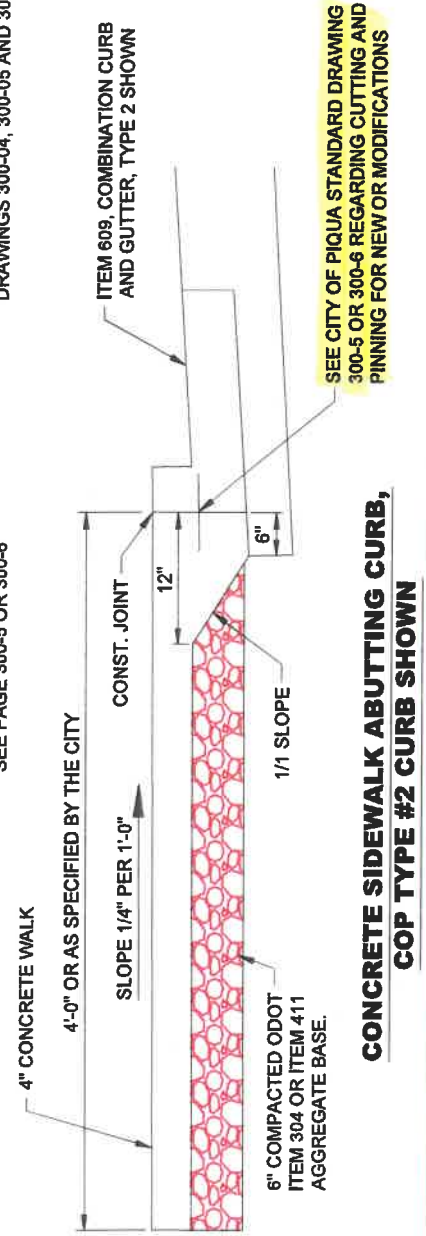
SIDEWALK THICKNESS SHALL BE EQUAL TO THE THICKNESS OF THE DRIVEWAY IN THIS AREA OF THE SIDEWALK.

DRIVE APRON WITH NO CURB LAWN

FOR DRIVEWAY SPECIFICATIONS SEE PAGE 300-5 OR 300-6

NOTE #1

ALL CURB, DRIVEWAY OR SIDEWALK CONSTRUCTION SHALL COMPLY WITH CITY OF PIQUA STANDARD DRAWINGS 300-04, 300-05 AND 300-06



SEE CITY OF PIQUA STANDARD DRAWING 300-5 OR 300-6 REGARDING CUTTING AND PINNING FOR NEW OR MODIFICATIONS

CONCRETE SIDEWALK ABUTTING CURB, COP TYPE #2 CURB SHOWN

CITY OF PIQUA



REVISIONS:

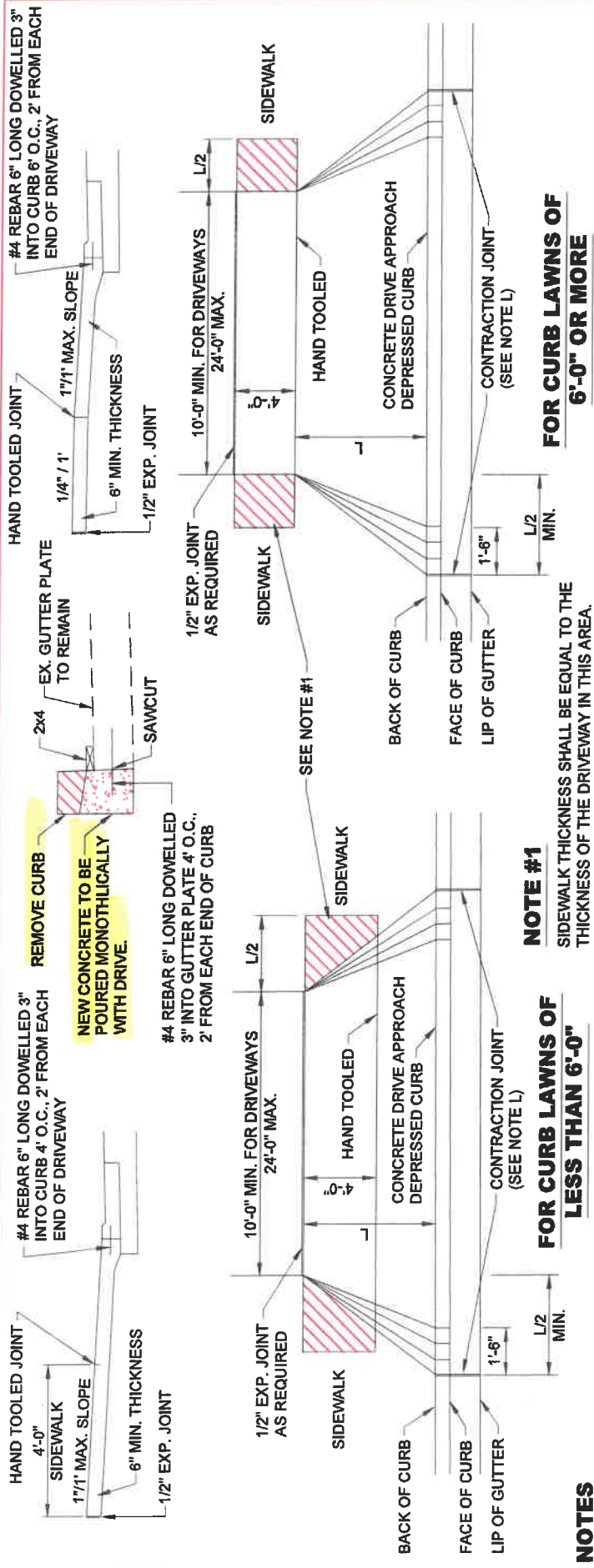
DATE APPROVED: DEC. 2016

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DRIVE APPROACH AND CONCRETE SIDEWALK DETAIL WITH NO CURB LAWN

EXHIBIT "A"



FOR CURB LAWNS OF 6'-0" OR MORE

FOR CURB LAWNS OF LESS THAN 6'-0"

NOTE #1
SIDEWALK THICKNESS SHALL BE EQUAL TO THE THICKNESS OF THE DRIVEWAY IN THIS AREA.

- NOTES**
- A. DRIVE APPROACHES SHALL MEET THE REQUIREMENTS OF ODOT ITEM 452, 499, 606, AND 609 CAST IN-PLACE CONCRETE
 - B. DRIVE APPROACHES MAY BE PLACED MONOLITHICALLY WITH CURB.
 - C. MAXIMUM JOINT SPACING SHALL BE 10' LONGITUDINALLY, TRANSVERSELY AND AT TAPERS.
 - D. EXPANSION MATERIAL SHALL BE 1/2" PREMOLDED, ODOT APPROVED.
 - E. 6" OF COMPACTED ODOT ITEM 304, ITEM 411 OR 57'S AGGREGATE BASE SHALL BE PLACED UNDER DRIVE APPROACHES.
 - F. PROVIDED BROOM FINISH AND EDGING TO ALL EXPOSED SURFACES.
 - G. WHERE CURB AND GUTTER HAS NOT BEEN DROPPED AT DRIVE APPROACHES, THE CONTRACTOR WILL CUT AND REMOVE CURB. (SEE DETAIL)
 - H. WHERE ASPHALTIC CONCRETE PAVEMENT HAS BEEN DISTURBED, THE ASPHALT SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE CITY.
 - I. JOINTS SHALL BE CLEANED AND EDGED BY A 1/2" RADIUS EDGER. LONGITUDINAL JOINTS SHALL BE AS DIRECTED BY THE CITY. EXPANSION JOINTS SHALL BE OF SUCH DIMENSIONS AS SHOWN ON STANDARD DRAWINGS FOR CONSTRUCTION JOINTS.
 - J. CONCRETE SHALL CONTAIN 6% ± 2% OF TOTAL AIR.
 - K. CONCRETE SHALL BE ODOT CLASS QCT1.
 - L. THIS STANDARD DRAWING IS FOR GUIDELINE PURPOSES. EACH INDIVIDUAL DRIVE WILL NEED TO BE DESIGNED AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL
 - M. 10'-10" MINIMUM TO 24" MAXIMUM UNLESS OTHERWISE APPROVED BY THE CITY.
 - N. IF CURB IS REMOVED AND REPLACED DURING DRIVEWAY CONSTRUCTION, JOINTS BETWEEN EXISTING AND NEW CURB ARE TO BE DOWELLED WITH #4 REBAR 8" IN LENGTH, 3" INTO CURB, 4" OC.
 - O. ALL NEW CONSTRUCTION OR MODIFICATIONS OF DRIVE APPROACHES REQUIRE A CONCRETE APPROACH; REGARDLESS OF WHETHER THERE IS A SIDEWALK OR NOT. THE NEW APPROACH IS TO GO FROM EDGE OF THE EXISTING STREET TO RIGHT OF WAY OR MINIMUM OF 8'-0"
 - P. DRAINAGE ISSUES WILL HAVE TO BE ADDRESSED, WHEN A DRIVEWAY IS INSTALLED OR MODIFIED.
 - Q. PRECAUTIONS SHALL BE TAKEN TO PROTECT EXISTING CONCRETE, BRICK FROM TIRE MARKS AND DAMAGE DURING CONSTRUCTION.

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	BG 9-27-16	

RESIDENTIAL DRIVE APPROACH



City of Piqua Engineering Department - (937) 778-2044

**BLOCK WAY PERMIT
APPLICATION**

PROJECT INFORMATION			TRACKING No: -	
Sidewalk <input type="checkbox"/>	Tree Lawn <input type="checkbox"/>	Travel Lane <input type="checkbox"/>	Parking Space(s) _____	
Location/Street Address:				
Reason For Blockage:				
Dates Of Blockage - From:			To:	
PROPERTY OWNER				
Name(s):				
Address:				
City:		State:		Zip:
CONTRACTOR/AGENT				
Business Name:				
Address:				
City:		State:		Zip:
Name of contact person for questions regarding this permit:				
Phone:		Fax:		Email:
SIGNATURES:				
I hereby certify that the proposed request is authorized by the "Owner of Record" and agree to conform to all applicable laws and regulations of the City of Piqua, Ohio.				
Owner or Contractor				
Signature _____			Date: _____	
City of Piqua _____			Date: _____	

Copies to: _____ City Manager
 _____ Streets
 _____ Fire
 _____ Police
 _____ Applicant
 _____ Mainstreet

EXHIBIT "B"

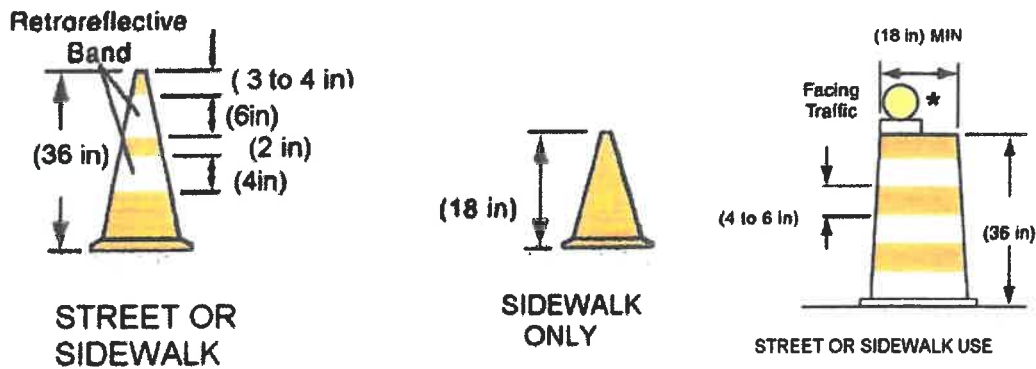
City of Piqua Engineering Department - (937) 778-2044
 Permit To Block Way

Work Zone Requirements

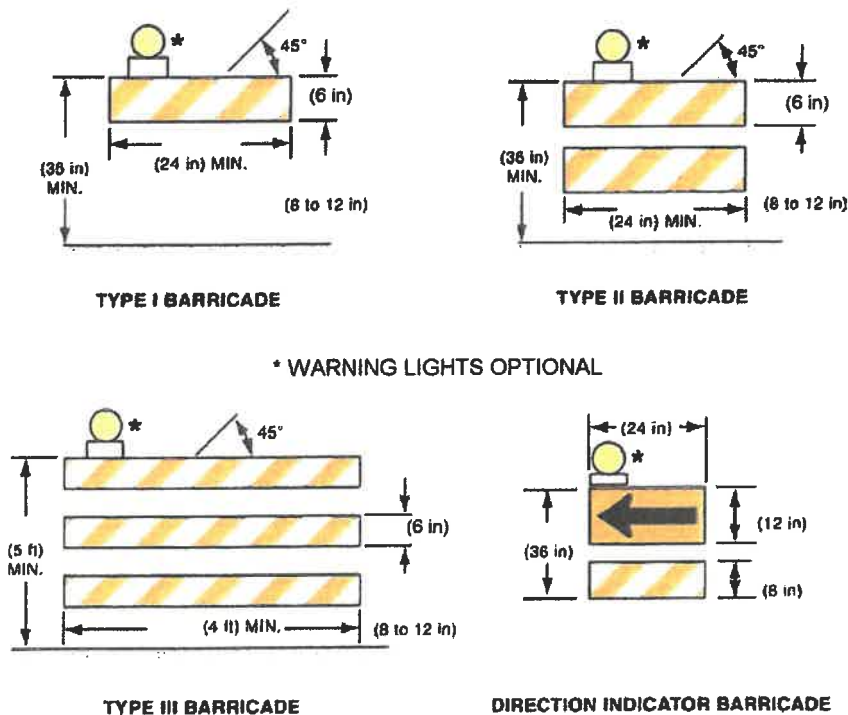
All requests for a "Permit to Block Way" shall have a drawing attached showing the areas to be blocked or closed to the public and the signage, cones, and /or barricades to be used

All work zone set-ups within the City of Piqua right-of-way shall comply with the requirements as set forth in the Ohio Manual of Uniform Traffic Control Devices, OMUTCD.

The following are examples of approved cones, drums and barricades to be used.



Channelizing Devices



Notes for Figure 6H-10—Typical Application 10
Lane Closure on a Two-Lane Road Using Flaggers

Option:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

4. *The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.*

Standard:

5. **At night, flagger stations shall be illuminated, except in emergencies.**

Guidance:

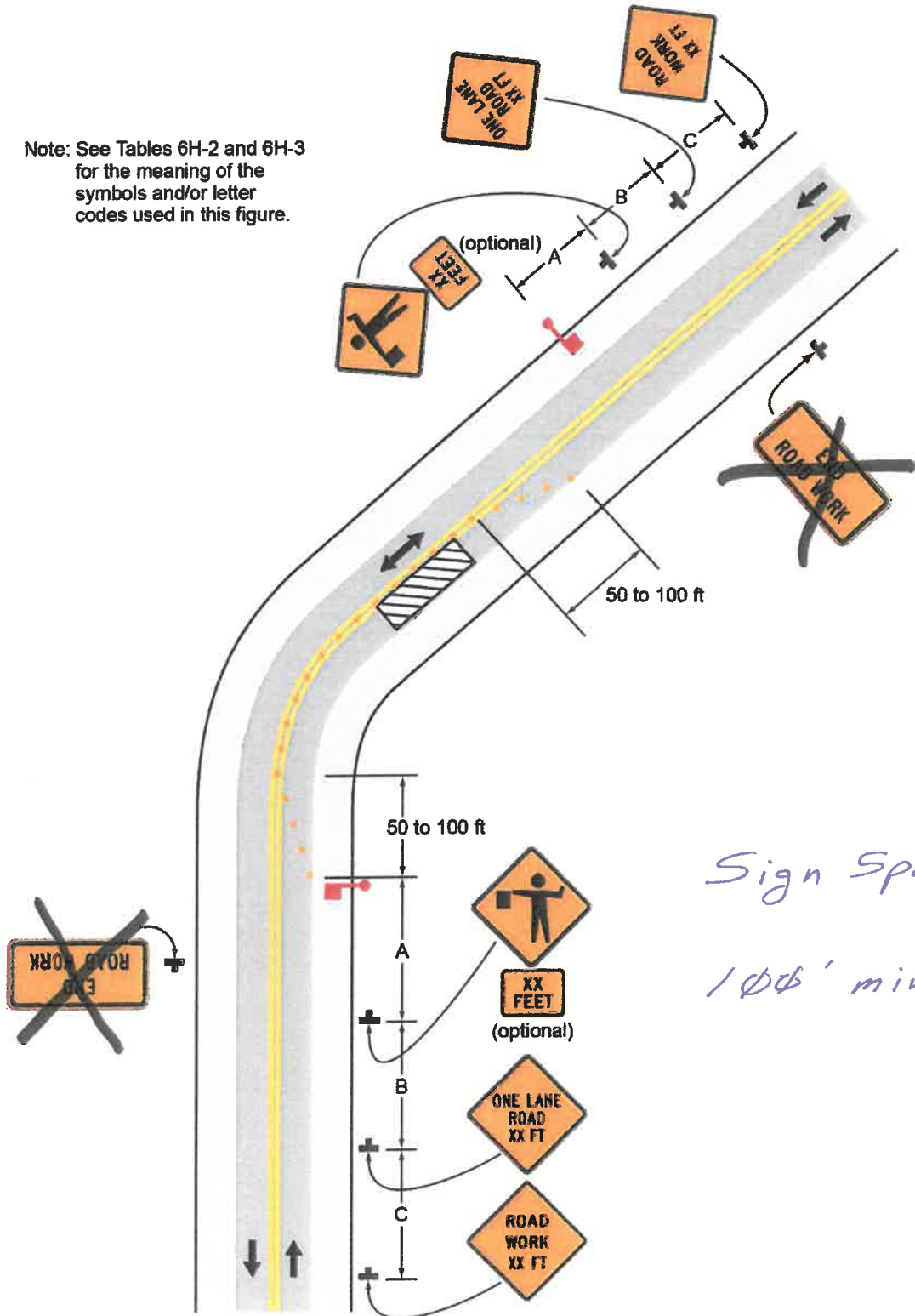
6. *When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.*
7. *When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.*
8. *When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.*
9. *When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.*
10. *Early coordination with the railroad company or light rail transit agency should occur before work starts.*

Option:

11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



Sign Spacing
100' min

Typical Application 10