

# Bid Specifications

Muskingum County Transportation Improvement District (MCTID)  
205 N. Fifth Street  
Zanesville, Ohio 43701  
(740) 455-0742

East Pointe Drive  
Slip Repair/Road Improvement

**\*\*Completion Date: November 16, 2018\*\***

## **INSTRUCTIONS TO BIDDERS**

### **East Pointe Drive Slip Repair**

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. Each proposal must contain the full name of the party making the bid and all persons interested therein.
3. The award will be made to the lowest and best bidder. Awards will be made on the basis of unit prices bid and the MCTID reserves the right to add to or delete from the estimated bid quantities.
4. Each proposal must be accompanied by a bid guarantee conforming to the requirements of ORC 153.54.
5. The successful bidder will be required to furnish a performance bond in the amount of One Hundred Percent (100%) of his bid.
6. All proposal blanks shall be filled in completely. Failure to do so could result in rejection of bid.
7. The Muskingum County Transportation Improvement District (MCTID) reserves the right to reject any and all bids and to waive irregularities.
8. 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).
9. The bidder shall submit a current O.D.O.T. Certification of Qualifications that will show it is currently qualified by the Ohio Department of Transportation to perform the work as required under section 5525.02 to 5525.09 inclusive of the Ohio Revised Code. The State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2016, shall govern this project.
10. O.D.O.T. Specification 401.20, Asphalt Binder Price Adjustment, and all related sections shall not apply to this project.

**MUSKINGUM COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (MCTID)**  
**GENERAL CONDITIONS FOR CONTRACT PROJECTS**

1. The MCTID is not liable for the contractor's failure to comply with the Americans with Disabilities Act of 1992 (ADA), Public Law 101-336.

2. 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 **November 16, 2018**, unless the Muskingum County Transportation Improvement District and/or the Muskingum County Engineer approves otherwise.

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 MCTID, then in that event the MCTID shall have and is hereby given the right to deduct and retain out of such money, which be then due, or which may become due and payable to the Contractor for the work to be done under this contract, the sum of **\$500.00 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 MCTID will suffer by reason of such default and not by way of penalty.

3. Indemnification

The Contractor will indemnify and hold harmless the Owner, MCTID and the Muskingum County Engineer and their 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 the Owner, MCTID, County Engineer, or any of their 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.

4. The contractor and all subcontractors agree to comply with all Federal, State, and local safety & health regulations.
5. The MCTID 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.