



ADDENDUM #1

October 4, 2018

RE: Front Street and Millard Avenue Resurfacing and Roundabouts

FROM: Tina Perkins, Construction Administrator
Toledo – Lucas County Port Authority
One Maritime Plaza
Toledo, Ohio 43604-1866
Website: toledoport.org
P: (419)243-8251

TO: Plan Holders

This Addendum forms a part of the Contract Documents and modifies the original Procurement Documents, as noted below. **Acknowledge receipt of this Addendum in the space provided on the Form Proposal.** Failure to do so may subject Bidder to disqualification.

BID DOCUMENT CLARIFICATION

1. **Only ODOT prequalified contractors are eligible to submit bids for this project. Pre-qualification status must be in effect/current at the time of award.**
2. **DBE Utilization Plan Requirements are required.**
3. Instructions to Proposers, ITP-1 thru ITP-4 – SEE ATTACHED
 - Time for Performance – Time is of the Essence
 - Contract time has been extended
4. Form Proposal Part 1, P1 thru P16 – SEE ATTACHED
 - Item 0041 – unit price has been included
5. Agreement, A1 thru A4 – SEE ATTACHED
 - Article 3 – Contract time has been extended
6. Pre-Bid Meeting Sign-in sheet – SEE ATTACHED

ANSWERS TO PREBID QUESTIONS:

1. How are bids to be received?

Answer: Bids need to be mailed or hand delivered to the Toledo-Lucas County Port Authority's office at One Maritime Plaza, 7th floor, Toledo, OH 43604, by the specified date and time as stated in the advertisement within the bid documents.

2. Will there be any utility relocations as part of this project?

Answer: Utilities will be moved by the responsible utility. There are a few items related to water and sewer but are noted on the drawings as being in the contract or by others.

3. When do you anticipate a Notice to Proceed going out for this project?

Answer: We're currently anticipating mid to late November for a Notice to Proceed.

4. In theory, when could construction begin?

Answer: Tiffin & Millard could begin after utility relocations which are currently scheduled to be complete November 1.

Front & Millard would need to wait until after Cliff's ship delivery, which is currently scheduled for later March early April. The bypass road at this roundabout could be constructed after utility relocations, which are scheduled to be completed by the year end.

5. Are there any scheduled closures?

Answer: There is one weekend closure for asphalt paving east of the Tiffin/Millard roundabout. Traffic must be maintained at all other times during the project.

6. Who will be responsible for on-site inspections?

Answer: City of Toledo will provide full-time on-site inspection during the project.

7. Who will be responsible for contracting and scheduling material testing?

Answer: City of Toledo will provide contracting and scheduling material testing.

8. What are the design standards for this project?

Answer: Both City of Toledo and ODOT CM&S standards will be used on this project.

9. Per Instructions to Proposers, item # 5 – Time For Performance, requires the project to be completed within 275 calendar days, from the Notice to Proceed. Reviewing the contract documents, there is no information for failure to complete on time. What are the Liquidated Damages for failure to complete the project within the 275 calendar days?

Answer: The calendar day for completion have been extended to 380 calendar days. Language pertaining to liquidated damages is not a part of the contract. However, it is anticipated that the awarded contractor will work diligently to complete within the time allotted.

10. Part 1 Proposal, Bid Item #0041, 832E30000 Erosion Control, establishes a quantity of 38,441 each. This ODOT item is typically established by owner at a value of \$1.00 per each. Specification 832, provides a table of erosion control measures with established unit prices, which are paid for out of the 832 Erosion Control Bid Item. Will you please clarify Bid Item #0041 and establish the commercial value of bid item?

Answer: Bid Item #0041 832E30000 Erosion Control should have a unit price of \$1.00. The quantity of 38,441 was calculated using the table provided in Spec 832. The unit price has been included in the Form Proposal, Part 1. This bid item is only found in Part 1. (SEE ATTACHED)

11. Could I get the bid form electronically in either excel or word format for bid submission in lieu of handwriting?

Answer: The bid form is available within the bidding package as a PDF.

12. Will the Port Authority be supplying a dump site for waste materials? If so, can I have answers to the following:
- Physical address of the site?
 - What materials they will be accepted at the site?
 - Will there be any dump fees?
 - Will a dozer be required at the site?

Answer: The Port Authority will not be specifying a dump site for this project.

13. Could I get a copy of the pre-bid meeting minutes?

Answer: Minutes are not taken at pre-bid meetings.

14. Is there a list of questions/answers available?

Answer: All questions received have been incorporated into this Addendum.

15. What is the substantial completion date? I see that the agreement calls for 180 calendar days from the Notice to Proceed; but, most of this work will be required to be performed when the asphalt plants are closed and during the winter months. Will the Notice to Proceed be issued in March or April?

Answer: The number of days for completion of this project has been increased to three hundred eighty (380) calendar days. The Agreement page (A-1) of the contract has been corrected to reflect this. (SEE ATTACHED)

16. Catch basins number 8 and 9 listed on sheet 91/139 are listed as CB-3 on the bid sheets and on sheet 58/139 these are called out as being Type A-2 COT?

Answer: Bid the catch basins mentioned above as Type A-2 COT. A revised plan page will not be included in the addendum.

END OF ADDENDUM #1

INSTRUCTIONS TO PROPOSERS

OWNER: Toledo-Lucas County Port Authority
One Maritime Plaza
Toledo, OH 43604
Telephone: (419) 243-8251

1. **LOCATION AND DESCRIPTION**

This contract is for all labor, material, insurance, and equipment necessary for the project entitled **Front Street and Millard Avenue Resurfacing and Roundabouts** located in Lucas County, Toledo, Ohio 43604, in accordance with the approved plans and specifications, to the Port Authority at One Maritime Plaza, Toledo, OH 43604.

2. **TIME AND PLACE FOR RECEIPT OF PROPOSALS**

Sealed bids will be received at the office of the Toledo-Lucas County Port Authority, One Maritime Plaza, Toledo, OH 43604 on Tuesday, October 16, 2018 at 10:00 am., and will be publicly opened and read aloud immediately thereafter at this location.

3. **FORM OF PROPOSALS**

Bids shall be typewritten or written in ink on the provided herein, placed in a sealed envelope and delivered by hand or by regular mail to the office of the Toledo-Lucas County Port Authority, One Maritime Plaza, Toledo, OH 43604. Bids arriving by mail will be date/time stamped by the receptionist upon receipt. Hand-delivered Proposals will be date/time stamped at the time of delivery to the receptionist. Officials of corporations shall designate their official titles; partners or sole owners shall so state, giving the names of all interested parties. All corrections or erasures shall be initialed by the person signing the Bid. Sealed envelopes containing proposals shall be plainly marked, identifying the Proposal, the Proposer, the Proposer's business address, and the date submitted, as follows:

Submitted by: Name: _____
Address: _____

and shall identify the specific work area being bid:

**Front Street and Millard Avenue
Resurfacing and Roundabouts
Lucas County - Toledo, OH 43604**

4. **CERTIFIED CHECK/BID BOND**

Each bid shall be accompanied by a certified check or bid bond specifying the Toledo-Lucas County Port Authority as the Obligee, in the sum of not less than ten percent (10%) of the total amount of the bid. Certified checks or bid bonds will be returned to all bidders within ten (10) days after entering into the contract.

5. **TIME FOR PERFORMANCE – TIME IS OF THE ESSENCE**
The Toledo-Lucas County Port Authority intends and requires that the project be completed within **three hundred eighty (380) calendar days**, from the date of the Notice to Proceed.
6. **CONTRACT BOND**
The successful Bidder, at its own expense, will be required to furnish, at the time of the execution of the contract, a contract bond in an amount equal to one hundred percent (100%) of the amount of the contract awarded. The completed contract bond will not be released until all of the provisions of the contract have been fulfilled. Payment for Contract bonds will be made under the general conditions line item.
7. **AFFIDAVIT**
A non-collusion affidavit in the form attached hereto shall be signed by Bidder and shall be considered a part of the Proposal.
8. **COMPLIANCE WITH SPECIFICATIONS**
All bids shall be based on the information herein enumerated. Bidders shall not base their bids on verbal information from any employee of the Port Authority. In case errors or omissions are found in the Proposal Form or Specifications, Bidders shall at once inform the President, who will immediately publish the correction to all Bidders.
9. **WITHDRAWAL OF BIDS**
Any bid may be withdrawn prior to the scheduled closing time for the receipt of Bids. The withdrawal of a bid after the scheduled closing time for receipt of bids shall result in the forfeiture of the proposal bond or certified check submitted with the bid.
10. **RIGHT TO ACCEPT AND REJECT PROPOSALS**
The Port Authority reserves the right to reject in whole or in part any or all Bids, to waive any technicalities, and to advertise for new proposals, or proceed with the work otherwise when the best interests of the Port Authority will be promoted thereby.

The lowest responsive and responsible bid shall be determined in accordance with the Toledo-Lucas County Port Authority's Board of Directors Resolution No. 68-00 as found in the General Conditions.
11. **NONDISCRIMINATION**
The Port Authority, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all Bidders that it will affirmatively ensure in any contract entered into pursuant to this advertisement, Minority Business Enterprises and Women-Owned Businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, disability or age in consideration for an award.

12. **SALES TAX**

Equipment and materials supplied under this proposal shall be exempt from Ohio Sales Tax under Section 5739.02 of the Ohio Revised Code. The Port Authority shall supply the contractor with the necessary tax exemption forms and it shall be the responsibility of the individual contractor to present the form to its suppliers.

13. **AWARD OF CONTRACT**

The contract will be awarded to the most responsible and responsive bidder meeting the requirements. A Notice to Proceed will be issued to the successful bidder following approval of award by the Board of Directors of the Toledo-Lucas County Port Authority.

14. **DAVIS BACON WAGE RATES**

This contract is required to abide by the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7), and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The undersigned Bidder acknowledges and agrees to the afore-mentioned wage determinations.

15. **INSURANCE REQUIREMENTS**

The undersigned Bidder hereby certifies to the Toledo-Lucas County Port Authority that it shall provide the Port Authority with evidence of Workers' Compensation coverage as required by Ohio law and with a current certificate of insurance evidencing comprehensive general liability insurance in an amount of not less than \$2,000,000 single limit bodily injury and property damage per occurrence.

Fully detailed requirements for Bidder's Workers' Compensation and insurance coverage are explained in their entirety in the attached General Conditions, Article V, Bonds and Insurance.

16. **DBE REQUIREMENT, DBE UTILIZATION PLANS AND GOOD FAITH EFFORTS**

The Toledo-Lucas County Port Authority's goal for disadvantaged business enterprise (DBE) participation in the project shall be seven percent (8%) and bidder shall provide documentation of its ability to achieve that goal or, if the Port Authority's goal is not attainable by bidder, bidder shall provide an affidavit detailing why that goal was not attained. A bid that fails to meet this requirement will be considered non-responsive.

The contractor shall take particular note of the contract provisions, noted in ODOT's LPA Template, Item #25 PN013, dealing with online submittal of their DBE Utilization Plan and Good Faith Efforts.

17. **MAINTENANCE AND GUARANTEE BOND**

The successful Bidder, at its own expense, will be required to furnish at the time of the execution of the contract, a Maintenance and Guarantee Bond (see pages MB-1 and MB-2 for form) in an amount equal to fifty (50%) of the amount of the contract awarded, and shall be in-effect for a period of one-year from the date of payment of final estimate.

18. **ENGINEER'S ESTIMATE**

The engineer's estimate for the base bid for this project is approximately \$5,481,838.00.

19. **CONTRACTOR'S CHECKLIST**

A Contractor's Checklist, attached hereto in the form of Page CC-1, contains the bid submission criteria required by the Port Authority. **The listed items are not a guideline – they are a requirement.** ALL ITEMS CONTAINED ON THE CONTRACTOR'S CHECKLIST MUST BE SUBMITTED WITH EACH CONTRACTOR'S BID. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

20. **BID PRICES**

Bidder is required to hold its bid price(s) up to a maximum of one-hundred eighty (180) calendar days.

21. **OTHER CONTRACT PROVISIONS**

Contractor shall comply with all applicable provisions of the LPA Federal Local-Let Project Agreement (a copy of which is incorporated into the contract), included but not limited to:

Item 10. NONDISCRIMINATION

Item 11. DATA, PATENTS AND COPYRIGHTS – PUBLIC USE

Item 15. GENERAL PROVISIONS

FORM OF PROPOSAL

NOTES 1: The wording of this Proposal shall be retained throughout, without change, alterations or additions. Any change in the wording may cause the Proposal to be rejected as not complying with the law.

NOTES 2: The form of Proposal shall be accompanied by a properly secured Proposal Bond or certified check in a specific amount (STATED IN DOLLARS AND CENTS) not less than ten percent (10%) of the total of the sum of sums bid on all items of the Proposal. Non-compliance with these requirements may cause a Proposal to be rejected.

PROPOSAL

TO: Toledo-Lucas County Port Authority
One Maritime Plaza
Toledo, OH 43604

Submitted by: _____ on _____, 20____.

Having read the Bid documents and having examined the specifications entitled:

**Front Street and Millard Avenue
Resurfacing and Roundabouts
Lucas County - Toledo, OH 43604**

prepared by the Toledo-Lucas County Port Authority for the **Front Street and Millard Avenue Resurfacing and Roundabouts**, and having also received, read and taken into account Addenda Nos. _____ and likewise having inspected the Project Site and the conditions affecting and governing the removal of said items, the undersigned hereby proposes to furnish all equipment and to perform all labor as specified and described in the said specifications for the said work, for the following sum:

(continued on next page)

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0001	201E11000 CLEARING AND GRUBBING	LS	1		
0002	202E23000 PAVEMENT REMOVED	SY	2,206		
0003	202E23010 PAVEMENT REMOVED, ASPHALT	SY	11,398		
0004	202E30000 WALK REMOVED	SF	3,214		
0005	202E30800 TRAFFIC ISLAND REMOVED	SY	45		
0006	202E32000 CURB REMOVED	FT	1930		
0007	202E32500 CURB AND GUTTER REMOVED	FT	2141		
0008	202E35100 PIPE REMOVED, 24" AND UNDER	FT	1304		
0009	202E35200 PIPE REMOVED, OVER 24"	FT	160		
0010	202E38000 GUARDRAIL REMOVED	FT	155		
0011	202E38201 GUARDRAIL REMOVED FOR REUSE, AS PER PLAN	FT	51		
0012	202E58000 MANHOLE REMOVED	EA	6		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0013	202E58100 CATCH BASIN REMOVED	EA	20		
0014	202E75000 FENCE REMOVED	FT	1839		
0015	202E75200 FENCE REMOVED FOR REUSE	FT	53		
0016	202E75250 GATE REMOVED	EA	7		
0017	202E98000 REMOVAL MISC.: WALL	LS	1		
0018	203E10000 EXCAVATION	CY	3079		
0019	203E20000 EMBANKMENT	CY	5937		
0020	204E10000 SUBGRADE COMPACTION	SY	17,722		
0021	204E13000 EXCAVATION OF SUBGRADE	CY	1650		
0022	204E30010 GRANULAR MATERIAL, TYPE B	CY	1650		
0023	204E45000 PROOF ROLLING	HOUR	10		
0024	204E50000 GEOTEXTILE FABRIC	SY	3253		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0025	606E15050 GUARDRAIL, TYPE MGS	FT	25		
0026	606E26500 ANCHOR ASSEMBLY, TYPE T	EA	1		
0027	608E15000 8" CONCRETE WALK	SF	1,222		
0028	608E52000 CURB RAMP	SF	1,104		
0029	608E53020 DETECTABLE WARNING	SF	223		
0030	623E40900 MONUMENT, MISC.: MONUMENT TYPE C, COT SCD 33	EA	4		
0031	659E00100 SOIL ANALYSIS TEST	EA	2		
0032	659E00300 TOPSOIL	CY	911		
0033	659E10000 SEEDING AND MULCHING	SY	8,204		
0034	659E14000 REPAIR SEEDING AND MULCHING	SY	410		
0035	659E15000 INTER-SEEDING	SY	410		
0036	659E20000 COMMERCIAL FERTILIZER	TON	1.85		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0037	659E31000 LIME	ACRE	1.7		
0038	659E35000 WATER	MGAL	47		
0039	659E40000 MOWING	MSF	18		
0040	832E15000 STORM WATER POLLUTION PREVENTION PLAN	LS	1		
0041	832E30000 EROSION CONTROL	EA	38,441	\$1.00	\$38,441.00
0042	605E13300 6" UNCLASSIFIED PIPE UNDERDRAINS	FT	373		
0043	605E14000 6" BASE PIPE UNDERDRAINS	FT	3,623		
0044	611E00510 6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	FT	340		
0045	611E01400 6" CONDUIT, TYPE E	FT	30		
0046	611E01500 6" CONDUIT, TYPE F	FT	60		
0047	611E04400 12" CONDUIT, TYPE B	FT	905		
0048	611E04600 12" CONDUIT, TYPE C	FT	418		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0049	611E05900 15" CONDUIT, TYPE B	FT	234		
0050	611E07400 18" CONDUIT, TYPE B	FT	71		
0051	611E07600 18" CONDUIT, TYPE C	FT	130		
0052	611E12100 27" CONDUIT, TYPE C	FT	10		
0053	611E13400 30" CONDUIT, TYPE B	FT	10		
0054	611E20900 48" CONDUIT, TYPE B	FT	10		
0055	611E98410 CATCH BASIN, NO. 8	EA	3		
0056	611E98690 CATCH BASIN, MISC.: CATCH BASIN, TYPE A-1 COT SCD 12	EA	12		
0057	611E98690 CATCH BASIN, MISC.: CATCH BASIN, TYPE A-2 COT SCD 13	EA	7		
0058	611E99574 MANHOLE, NO. 3	EA	12		
0059	611E99582 MANHOLE, NO. 3 WITH 90" BASE I.D. AND 8" WEIR	EA	2		
0060	611E99654 MANHOLE ADJUSTED TO GRADE	EA	4		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0061	611E99660 MANHOLE RECONSTRUCTED TO GRADE	EA	10		
0062	611E99820 SPECIAL - MISCELLANEOUS METAL	LB	600		
0063	895E10010 MANUFACTURED WATER QUALITY STRUCTURE, TYPE 1	EA	1		
0064	895E10020 MANUFACTURED WATER QUALITY STRUCTURE, TYPE 2	EA	1		
0065	254E01000 PAVEMENT PLANING, ASPHALT CONCRETE, DEPTH VARIES	SY	7,057		
0066	301E46000 ASPHALT CONCRETE BASE, PG64-22	CY	199		
0067	304E20000 AGGREGATE BASE	CY	4,671		
0068	407E10000 TACK COAT	GAL	887		
0069	441E50000 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	CY	244		
0070	441E50300 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	CY	144		
0071	442E10000 ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (446)	CY	118		
0072	442E10100 ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM, TYPE A (446)	CY	71		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0073	451E31000 SPECIAL - PRESSURE RELIEF JOINT, TYPE B	FT	29		
0074	452E12010 8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	SY	10,746		
0075	609E18001 COMBINATION CURB AND GUTTER, TYPE 3, AS PER PLAN	FT	1,817		
0076	609E57001 8" CONCRETE TRAFFIC ISLAND, AS PER PLAN, TRUCK APRON	SY	2,262		
0077	609E57001 8" CONCRETE TRAFFIC ISLAND, AS PER PLAN, SPLITTER ISLAND	SY	1,364		
0078	609E98000 CURB, MISC.: CONCRETE CURB - TYPE A, COT SCD 21	FT	2,783		
0079	609E98000 CURB, MISC.: CONCRETE CURB AND GUTTER - TYPE B, COT SCD 21, AS PER PLAN, (T=9")	FT	3,132		
0080	609E98000 CURB, MISC.: CONCRETE CURB AND GUTTER - TYPE B, COT SCD 21, AS PER PLAN, (T=12")	FT	351		
0081	823E10000 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448)	CY	103		
0082	861E10001 GEOGRID FOR SUBGRADE STABILIZATION, AS PER PLAN	SY	3,253		
0083	202E58000 MANHOLE REMOVED	EA	2		
0084	611E99574 MANHOLE, NO. 3	EA	2		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0085	611E99654 MANHOLE ADJUSTED TO GRADE	EA	4		
0086	638E08620 12" INSERTING VALVE AND VALVE BOX	EA	1		
0087	611E00400 4" CONDUIT, TYPE E	FT	100		
0088	625E00450 CONNECTION, FUSED PULL APART	EA	28		
0089	625E00480 CONNECTION, UNFUSED PERMANENT	EA	36		
0090	625E10491 LIGHT POLE, CONVENTIONAL, AS PER PLAN	EA	14		
0091	625E14000 LIGHT POLE FOUNDATION, 24" X 6' DEEP	EA	14		
0092	625E23200 NO. 4 AWG 2400 VOLT DISTRIBUTION CABLE	FT	1,740		
0093	625E23400 NO. 10 AWG POLE AND BRACKET CABLE	FT	1,008		
0094	625E24320 1-1/2" DUCT CABLE WITH THREE NO. 4 AWG 2400 VOLT CABLES	FT	1,137		
0095	625E25500 CONDUIT, 3", 725.04	FT	438		
0096	625E25802 CONDUIT, CONCRETE ENCASED	FT	52		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0097	625E26252 LUMINAIRE, CONVENTIONAL, SOLID STATE (LED)	EA	14		
0098	625E29002 TRENCH, 24" DEEP	FT	1,447		
0099	625E30700 PULL BOX, 725.08, 18"	EA	12		
0100	625E31510 PULL BOX REMOVED	EA	2		
0101	625E32000 GROUND ROD	EA	16		
0102	625E34001 POWER SERVICE, AS PER PLAN	EA	2		
0103	625E36000 PLASTIC CAUTION TAPE	FT	1,447		
0104	625E75400 LIGHT POLE REMOVED	EA	6		
0105	625E75500 LIGHT POLE FOUNDATION REMOVED	EA	6		
0106	625E75510 POWER SERVICE REMOVED	EA	1		
0107	620E60000 DELINEATOR, POST SURFACE MOUNTED	EA	6		
0108	630E03101 GROUND MOUNTED SUPPORT, NO. 3 POST, AS PER PLAN	FT	797		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0109	630E07000 GROUND MOUNTED STRUCTURAL BEAM SUPPORT, W8X18	FT	39		
0110	630E07600 GROUND MOUNTED STRUCTURAL BEAM SUPPORT, W10X12	FT	40		
0111	630E08004 ONE WAY SUPPORT, NO. 3 POST	FT	30		
0112	630E20300 OVERHEAD SIGN SUPPORT, TYPE TC-12.30, DESIGN 3	EA	1		
0113	630E20500 OVERHEAD SIGN SUPPORT, TYPE TC-12.30, DESIGN 5	EA	2		
0114	630E20600 OVERHEAD SIGN SUPPORT, TYPE TC-12.30, DESIGN 6	EA	1		
0115	630E79500 SIGN SUPPORT ASSEMBLY, POLE MOUNTED	EA	10		
0116	630E80100 SIGN, FLAT SHEET	SF	382		
0117	630E80224 SIGN, OVERHEAD EXTRUSHEET	SF	583		
0118	630E81100 SIGN ERECTED, FLAT SHEET	SF	382		
0119	630E81200 SIGN ERECTED, EXTRUSHEET	SF	583		
0120	630E84510 RIGID OVERHEAD SIGN SUPPORT FOUNDATION	EA	8		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0121	630E84900 REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	EA	26		
0122	630E85200 REMOVAL OF GROUND MOUNTED SIGN AND DELIVERY	EA	3		
0123	630E86002 REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	EA	16		
0124	630E87400 REMOVAL OF OVERHEAD MOUNTED SIGN AND DISPOSAL	EA	33		
0125	630E88800 REMOVAL OF OVERHEAD SIGN SUPPORT AND STORAGE	EA	26		
0126	630E89812 REMOVAL OF WOOD POLE AND DISPOSAL	EA	4		
0127	630E97700 SIGNING, MISC.: REMOVABLE SIGN POST ANCHORS	EA	36		
0128	642E00094 EDGE LINE, 6"	MI	1.65		
0129	642E00194 LANE LINE, 6"	MI	0.05		
0130	642E00290 CENTER LINE	MI	0.14		
0131	642E00390 CHANNELIZING LINE, 8"	FT	64		
0132	642E00591 CROSSWALK LINE, AS PER PLAN	FT	615		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0133	642E00690 TRANSVERSE/DIAGONAL LINE	FT	604		
0134	642E01290 LANE ARROW	EA	12		
0135	642E01508 DOTTED LINE, 6"	FT	1,053		
0136	642E01600 BIKE LANE SYMBOL MARKING	EA	1		
0137	642E20800 YIELD LINE	FT	144		
0138	644E00104 EDGE LINE, 6"	MI	0.50		
0139	644E00204 LANE LINE, 6"	MI	0.09		
0140	644E00300 CENTER LINE	MI	0.54		
0141	644E00400 CHANNELIZING LINE, 8"	FT	636		
0142	644E00700 TRANSVERSE/DIAGONAL LINE	FT	759		
0143	644E01300 LANE ARROW	EA	7		
0144	644E01510 DOTTED LINE, 6"	FT	1,924		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0145	204E13000 EXCAVATION OF SUBGRADE	CY	375		
0146	204E30010 GRANULAR MATERIAL, TYPE B	CY	375		
0147	611E04400 12" CONDUIT, TYPE B	FT	169		
0148	611E98470 CATCH BASIN, NO. 2-2B	EA	2		
0149	614E11110 LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	HR	120		
0150	614E11630 INCREASED BARRIER DELINEATION	FT	500		
0151	614E12350 WORK ZONE IMPACT ATTENUATOR	EA	12		
0152	614E13310 BARRIER REFLECTOR, TYPE 1	EA	77		
0153	614E13350 OBJECT MARKER, ONE WAY	EA	77		
0154	614E18002 MAINTAINING TRAFFIC, MISC.: WORK ZONE TRAFFIC SIGNAL - FRONT & MILLARD	LS	1		
0155	614E18002 MAINTAINING TRAFFIC, MISC.: WORK ZONE TRAFFIC SIGNAL-TIFFIN & MILLARD	LS	1		
0156	614E18601 PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN	SNMT	12		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0157	614E21000 WORK ZONE CENTER LINE, CLASS I (YELLOW)	MI	0.69		
0158	614E21000 WORK ZONE CENTER LINE, CLASS I, DASHED (YELLOW)	MI	0.05		
0159	614E22000 WORK ZONE EDGE LINE, CLASS I, 4"	MI	2.42		
0160	614E23000 WORK ZONE CHANNELIZING LINE, CLASS I, 8"	FT	860		
0161	614E24000 WORK ZONE DOTTED LINE, CLASS I	FT	928		
0162	614E26000 WORK ZONE STOP LINE, CLASS I	FT	105		
0163	615E20000 PAVEMENT FOR MAINTAINING TRAFFIC, CLASS A	SY	5,674		
0164	616E10000 WATER	MGAL	35		
0165	620E11000 DELINEATOR, BRACKET MOUNTED	EA	60		
0166	622E41000 PORTABLE BARRIER, 32"	FT	3,430		
0167	625E39000 TEMPORARY LIGHTING	LS	1		
0168	614E11000 MAINTAINING TRAFFIC	LS	1		

FORM OF PROPOSAL (continued)
LUC-Front-Millard St. Resurfacing & Roundabout – Part 1

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Base Bid Items					
0169	619E16010 FIELD OFFICE, TYPE B	MNTH	9		
0170	623E10000 CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1		
0171	624E10000 MOBILIZATION	LS	1		

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20__ by and between the Toledo-Lucas County Port Authority (hereinafter called OWNER) AND _____ (hereinafter called CONTRACTOR).

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work. The CONTRACTOR shall perform all work as specified or indicated in the Contract Documents for the completion of the Project generally entitled **Front Street and Millard Avenue Resurfacing and Roundabouts Lucas County - Toledo, OH 43604** all in strict accordance with the Plans and Specifications including any and all Addenda.

Article 2. Consultant. The project has been developed by TLCPA who will act as Consultant in connection with completion of the Project in accordance with the Contract Documents.

Article 3. Contract Time. The Toledo-Lucas County Port Authority intends and requires that the project be completed within **three hundred eighty (380)** calendar days from the date of the Notice to Proceed.

Article 4. Contract Price. OWNER shall pay CONTRACTOR for performances of the work in accordance with the Contract Documents in current funds based on bid prices set forth in the confirmed copy of the Contractor's Proposal hereto attached.

Article 5. Applications for Payment. Contractor shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be provided in the General Conditions.

Article 6. Progress and Final Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment as approved by Engineer. All progress payments will be on the basis of estimated percent of work completed.

- 6.1 Prior to Substantial Completion, progress payments will be in an amount equal to 90% of the Work completed, less, in each case, the aggregate of payments previously made.
- 6.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to 98% of the Contract Price.
- 6.3 Upon Final Completion of the Work and settlement of all claims, Owner shall pay the remainder of the Contract Price.

Article 7. Contractor's Representations. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary General Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. Contract Documents. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consists of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement
- 8.3 CONTRACTOR's Bid and Bonds
- 8.4 Notice of Award
- 8.5 Instructions to Proposers
- 8.6 Substitution Sheet
- 8.7 Non-Collusion Affidavit
- 8.8 Corporation/Partnership Acknowledgement
- 8.9 Experience Record & List of Equipment
- 8.10 List of Subcontractors
- 8.11 DBE Goal and Assurance Forms
- 8.12 Affidavit of Non-Delinquency of Personal Property Taxes
- 8.13 General Conditions
- 8.14 Supplemental General Conditions
- 8.15 Technical Specifications
- 8.16 Plans or Drawings
- 8.17 Addenda number(s) _____ to _____, inclusive
- 8.18 Any modifications, including Change Orders, duly delivered after execution of this Agreement, and
- 8.19 Terrorist Forms.

Article 9. Miscellaneous.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, CONTRACTOR shall not assign any monies due or to become due without prior written consent of OWNER.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

Article 10. Other Provisions. The CONTRACTOR acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the OWNER, its agents or employees, and that his Contract is entered into solely upon the CONTRACTOR's own independent business judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

(CONTRACTOR)

By: _____ By: _____

Title: _____ Title: _____

Attest: _____ Attest: _____

Attest: _____ Attest: _____

CONTRACT ATTACHMENT

(Pursuant to Ohio Administrative Code Chapter 164-1)

I, _____, _____ of
_____, having authority to agree on behalf
of the above-named contractor, do hereby agree:

- A) That the Contractor and subcontractor involved with this project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of this project.
- B) That no Contractor involved with this project may submit an invoice for payment no more than once every thirty days or submit an invoice for work that has not been completed. The Contractor's invoice shall be submitted through the Engineers for verification.
- C) Work on this project shall not begin until the Contractor has received a "Notice to Proceed".

By: _____

Contractor: _____

Date: _____

