



**2023**  
**ELECTRIC UTILITY LINE CLEARING &**  
**TREE TRIMMING**  
**Section 1**

**BID PACKAGE**  
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## PART 1

### LEGAL NOTICE ~REQUEST FOR BIDS

The Village of Yellow Springs, Ohio is soliciting sealed, competitive bids for:

#### **2023 ELECTRIC UTILITY LINE CLEARING & TREE TRIMMING**

Bid Packages containing the plans & specifications for the above projects will be available at 8:30 a.m. on Wednesday, **March 1, 2023** at the Administrative Offices at 100 Dayton Street, Yellow Springs, Ohio 45387. Questions regarding the bidding process should be directed to Johnnie Burns at (937) 767-8649.

**Sealed bids are due 10:00 a.m., local time, Wednesday, March 15, 2023. Sealed bids will be opened and read aloud at 10:00 a.m., local time, Wednesday, March 15, 2023,** 100 Dayton Street, 2<sup>nd</sup> floor conference room. The Village reserves the right to waive any informalities and to accept or reject any or all bids. All bids must be guaranteed for a minimum of 90 days after the date of bid opening.

Johnnie Burns, Public Works Director

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## **PART 2**

### **ADDENDUMS**

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## SUB-PART (2-1) ADDENDUM INSTRUCTIONS

### 1. DEFINITION:


An addendum is an official change or supplement to some part or parts of a bid package document, and as such, communicates essential information that may affect the value of the estimate or some other facet of the bid proposal. Addendums, by definition, ***always*** occur ***after*** the date the bid package was made available to prospective bidders, (as advertised in the Legal Notice). The timing of the release of addendums can be broken down into two basic categories:

- 1.1 An addendum is initiated but the bid package ***has not yet been*** acquired by prospective bidder(s).
- 1.2 An addendum is initiated and the bid package ***has been*** acquired by the prospective bidder(s).
  - 1.2.1 In the first instance, the addendum will be generated and ***included*** in the bid package, enclosed with this section of the RFP.
  - 1.2.2 In the second instance, the addendum will be distributed to all prospective bidders who have already acquired the bid package (either by mail or by fax).
  - 1.2.3 In either case, each individual addendum ***must be signed and dated*** as a confirmation of receipt. A copy of each acknowledgment ***must*** be included with the sealed bid proposal.

### 2. FREQUENCY:

There is no certainty of how many, if any, addendums may be initiated during the solicitation process. When submitting a bid proposal, bidders are free to call the Public Works Director, Johnnie Burns, (937) 767-8649, prior to delivery of the sealed bid, to confirm the number of addendums generated for the bid package document. If addendums are initiated, they will be sequentially numbered, beginning with number One.

## SUB-PART (2-2) ADDENDUM FORM

A blank Sample of the form used by the Village of Yellow Springs to initiate an addendum,  CM Form 101, is provided on the following page.

## ADDENDUM

Addenda #: \_\_\_\_\_

Project:

From: **Village of Yellow Springs, Ohio**

The following Addendum shall be taken into consideration by the bidder and shall be acknowledged as Addenda # \_\_\_\_\_ on page # \_\_\_\_\_ of the bid document:

---

(Village Manager)

(Date)


### **BIDDER ACKNOWLEDGMENT**

Addendum receipt acknowledged by: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**~ Each individual Addendum # must be acknowledged with dated signature and submitted with the sealed bid as part of the proposal package ~**

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714  
 CM Form 101 - Dated 10/30/98

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**SUB-PART (3-1)**  
**STANDARD INSTRUCTIONS TO BIDDERS**

1. GENERAL:

- 1.1 The Village of Yellow Springs is a political subdivision of the State of Ohio and is exempt from most state and federal taxes. (Federal I.D.# 31-6001097).
- 1.2 The Village shall not be liable for any damage to persons or property resulting from but not limited to acts or negligence of the contractor or his representative or resulting from any conditions or from any accident in or about the performance of the contract. Contractor agrees to defend and hold harmless the Village from any claims that may arise in regard to the contractor's performance of the contract.
- 1.3 The Village will not consider bid proposals received from any Contractor who is carrying, at the time of the bid opening, unbilled labor and/or materials charges against the Village for work previously undertaken by the Contractor.

2. COPIES OF BIDDING DOCUMENTS:

- 2.1 Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Invitation to Bid may be obtained from the Public Works Director, Johnnie Burns, (937) 767-8649.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither the Village of Yellow Springs, nor its designee assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The Village, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS:

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of the Village's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Work is located or covenant to obtain such qualification prior to award of the contract.



4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work (c) consider federal, state and local Laws and Regulations that may affect cost, progress performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Village Manager or designee of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Village unless otherwise provided in the Contract Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction or service as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDUMS:

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Village Manager. Interpretations or clarifications considered necessary by the Village Manager or designee in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Village Manager or designee as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Village Manager or designee.

6. BID SECURITY:

6.1 A bond submitted with the bid must be in form (ORC 153.571) provided with the bidding documents. The amount of the bond shall be ten percent (10%) of the bid amount as it is also a contract bond. The bond shall be accompanied by the appropriate power of attorney and by a copy of the Surety's "Certificate of Compliance" from the State of Ohio.

6.2 Alternative forms of bid security are provided for in ORC 153.54 as follows:

- Certified Check
- Cashier's Check
- Letter of Credit

The amount of the above shall be equal to ten percent (10%) of the bid. If a letter of credit is used, it shall be directed to the Village and shall state specifically what it is for; i.e., bid security for the designated project and to be applied in accordance with ORC 153.54.

6.3 On construction projects the Village requires a Performance Bond of 100% of project costs at the contract signing, and a one-year Maintenance Bond for 50% of the contract costs which become effective upon final project acceptance by the Village.

6.4 Contractors must provide proof of insurance as follows:

- worker compensation as required by Ohio law;
- comprehensive, general liability: aggregate limit of \$1,000,000;
- automotive/vehicle liability: aggregate limit of \$1,000,000.

## 7. CONTRACT TIME:

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment are set forth in the Bid Form, Agreement and other Contract Documents.

## 8. SUBSTITUTE "OR-EQUAL" ITEMS:

8.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Village Manager or designee, application for such acceptance will not be considered by the Village Manager or designee until after the Effective Date of the Agreement.



9. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- 9.1 The Village requires the identity of certain Subcontractor, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the Village in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to the Village a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by the Village. If the Village Manager or designee, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may, before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute. The apparent Successful Bidder shall submit an acceptable substitute, and the Bidder's Bid price may be adjusted by the difference in cost occasioned by such substitution and the Village may consider such price adjustment in evaluating Bids and making the contract award.
- 9.2 If apparent Successful Bidder declines to make any such substitution, the Village may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom the Village Manager or designee does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the Village Manager or designee subject to revocation of such acceptance after the Effective Date of the Agreement.
- 9.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

10. BID FORM:

- 10.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Public Works Director, Johnnie Burns, 100 Dayton Street, Yellow Springs, Ohio.
- 10.2 All blanks on the Bid Form must be completed in ink.
- 10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signatures and the official address of the partnership must be shown below the signatures. All names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the form). **See PART 2 ADDENDUMS.**

10.5 All names must be typed or printed below the signature. The address and the telephone number for communications regarding the Bid must also be shown.

11. **SUBMISSION OF BIDS:**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in a sealed envelope, marked with the Work title (and, if applicable, the designated portion of the Work for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12. **MODIFICATION AND WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13. **OPENING OF BIDS:**

Bids will be opened and (unless obviously non-responsive) read aloud publicly. A Bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

14. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE:**

All bids will remain subject to acceptance for 60 calendar days after the day of the Bid opening, but the Village may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15. **AWARD OF CONTRACT:**

15.1 The Village reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, the Village reserves the right to reject the Bid of any Bidder if the Village believes that it would not be in the best interest of the Work to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified

or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Village. Discrepancies in the multiplication of units or Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 15.2 In evaluating Bids, the Village will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 15.3 The Village may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The Village also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to award.
- 15.4 The Village may conduct such investigations as the Village deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time.
- 15.5 If the contract is to be awarded, it will be awarded to the lowest and best Bidder whose evaluation by the Village indicates to the Village that the award will be in the best interests of the Work.
- 15.6 If the contract is to be awarded, the Village will give the Successful Bidder a Notice of Award within 60 calendar days after the day of the Bid opening.

16. CONTRACT SECURITY:

When the successful Bidder delivers the executed Agreement to the Village, it must be accompanied by the required performance and/or payment bond.

17. SIGNING OF AGREEMENT:

When the Village gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Village with the required Bonds. Within 10 days thereafter the Village shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

18. SALES AND USE TAXES:

The Village is exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

19. WAGE DETERMINATION ~ (N/A FOR THIS CONTRACT)

20. EQUAL EMPLOYMENT OPPORTUNITY

Firms with five or more employees will be required to demonstrate that they have an effective equal employment policy in place, and must use a reasonable number of female and minority employees on any project performed for the Village. **See SUBPARTS (3-2) & (3-3).** NOTE: Firms bidding on materials only contracts are exempted from these EEO policies.

21. OHIO PRODUCTS:

The contractor shall use, to the extent practicable, and subcontractors use, Ohio products, materials, services and labor in connection with this project.

22. ENGINEER'S ESTIMATE: \$

23. QUESTIONS:

Direct any questions about the bidding process to: **Johnnie Burns, Public Works Director, at (937) 767-8649.** Questions about technical specifications should be directed to: **Johnnie Burns, (937) 767-8649.**

**SUB-PART (3-2)**  
**VILLAGE OF YELLOW SPRINGS**  
**EQUAL EMPLOYMENT OPPORTUNITY POLICY GUIDELINES**

1. In the bid package presented to the Village, the contractor or applicant shall include a statement of the Affirmative Action type policies they have in effect and will follow during our project. We will expect result-oriented procedures to which the contractor will apply every good faith effort to assure that equal opportunity is affected on this specific job.
2. The Village Manager shall not award any contract to a bidder that does not include the discussion of the successful implementation of the equal employment opportunity policy as established by the Village Council of the Village of Yellow Springs and shall consider this statement of compliance as part of the evaluation of the total bid.
3. All bidders shall submit as part of their bid, their equal employment opportunity policy.
4. Contractor shall submit as a part of their bid, a statement in writing that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, nor any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.
5. *If a contractor neglects or refuses to provide the information, their bid will not be considered.*
6. There are certain exempt contracts for certain classes of contracts, sub-contracts or purchase orders such as:
  - 6.1 standard commercial supplies or raw materials;
  - 6.2 the extent they involve sub-contractors as specified herein.
7. A bidding contractor is not excused from this condition based upon labor contracts.
8. Each bidder shall include in the bid package an affirmative action compliance statement at least addressing the following:

- 8.1 A statement of all trades to be used on this job by the contractor or subs.
  - 8.2 The number of minority employees of the contractor or each sub-contractor to be employed on this job in each trade area.
  - 8.3 An explanation of how the bidder's hiring practice or sub-contracting practice complies with and further implements the Village's policy of equal employment opportunity as set out in Resolution Number 93-09 and any relevant policies.
9. It is the policy of the Village of Yellow Springs that sufficient time has passed since the enactment of the State of Ohio Equal Opportunity Executive Order of January 27, 1972 and that all bidders should have employment practices that comply with the goals and policies of equal employment opportunity as contained in the State's Executive Order relating to Equal Employment Opportunity on State construction contracts and State assisted construction contracts.
  10. The contractors shall describe how their employment practices on this project, further the goals of the Village in regards of the employment of minorities and women.
  11. The contractor must show how it has complied with the goal of the Village of Yellow Springs in its entire operation:
    - 11.1 It may relate its discussion to how it has complied with the State construction contracts and State assisted construction contracts, equal opportunity policies.
    - 11.2 It may use language that the contractor or bidder has a commitment to make every good faith effort to comply with the Village's goals.
  12. Non-compliance with the foregoing requirements will cause the proposal to be rejected, as non-responsive to the Village's Resolution. The successful bidder must be prepared to demonstrate actual compliance and will be required to comply during the course of construction.



**SUB-PART (3-3)**  
**[RESOLUTION NUMBER 93-09]**

WHEREAS, the villagers in Yellow Springs value and wish to support equal employment opportunities for minorities and women and

WHEREAS, the village of Yellow Springs Municipal Government is an equal employment opportunity employer and

WHEREAS, it is the wish and intent of Village Council to put into practice a tangible means of promoting these values with firms for which it contracts for goods and services,

NOW, THEREFORE, the Village of Yellow Springs, Ohio hereby resolves that:

SECTION 1. It shall be the policy of the Village of Yellow Springs municipal government to assure that it supports economic equality by awarding contracts whereby village funds are expended to firms that demonstrate the successful implementation of equal employment opportunity practices.

SECTION 2. Henceforth, all firms or companies employing a total of 5 or more full time or part time employees shall include in their bid package for any village project, a statement of their compliance with the stated goals and policies of the Village of Yellow Springs, relating to the employment of minorities and women.






SECTION 3. Preference shall be given to bidders who have established and report the implementation of a successful equal employment opportunity policy that will result in a reasonable number of women and/or minorities being directly involved in the performance of the contract with the Village.

SECTION 4. The Village Manager is hereby authorized and directed to make the changes in village purchasing policies and documents required to carry out this decision and to see to its execution on all future bids and major purchases by the Village.

RESOLUTION PASSED: FEBRUARY 16, 1993

**PART 4**  
**CONTRACTOR'S PROPOSAL**

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	Bidder's Qualification Statement (2) ..... (Form -  CM 105)
	Non-Collusion Affidavit ..... (Form -  CM 106)
(4-5)	<b>SPECIAL CONDITIONS</b>

**SUB-PART (4-1)**  
**PRE-BID CONFERENCE/SITE VISIT**  
**REQUIREMENT**

This contract **does not** have a **mandatory** pre-bid conference/site visit requirement to be participated in by all prospective bidders who plan on bidding this contract. The details of this requirement with respect to time, date and location are as follows:

**TIME:** N/A

**DATE:** N/A


**LOCATION:** N/A

**BELOW N/A FOR THIS RFP**

All contractors, (or their representatives), planning to propose a bid for this project, must attend the above **and sign in** at the time of the pre-bid conference/site visit. The person's name and the name of the prospective bidder's company must be provided. As this is a mandatory requirement, to be considered qualified for bidding this contract, proof of attendance (as attested through sign in sheet) must be evident so that the bidder will not be disqualified from possible award of this project.

**SUB-PART (4-2)**  
**BID PROPOSAL CHECKLIST COVER**

**INSTRUCTIONS**

In submittal of sealed bids for this project, the listed items and forms below are to be addressed, in writing, and enclosed in the bid proposal envelope. Bidders are to use this **Checklist Cover Form** to guide them through compliance with contracting requirements. A copy of this prepared form (  CM Form 102 - Dated 03/17/99) **must cover the bidder's proposal package**, exhibiting bidder's attempt to fully comply with requirements.

**SEALED BID CHECKLIST**

- I.  Contractor's Proposal forms as provided have been completed and a signed Copy is attached hereto.
- II.  Bid Form as provided has been completed and a signed copy is attached hereto.
- III.  Any and all addendums initiated for this project during the solicitation process, have been acknowledged and signed copy of each is attached hereto.
- IV.  The applicability of Equal Employment Opportunity Provisions has been addressed and the Bidder attests that, (check one below):
- Bidder has five (5) or more employees. Bidder's statement of Affirmative Action Policies is addressed as outlined, (**INSTRUCTION FOR BIDDER'S – PART 3, SUB-PART (3-2) & (3-3)**) and a copy is attached hereto.
- Bidder ***does not*** have 5 or more employees. Affirmative Action policy is not mandatory.
- V.  Bidder's Qualification Statement as provided has been completed and a copy is attached hereto.
- VI.  Non-Collusion Affidavit as provided has been completed and a copy is attached hereto.
- VII.  Bid Bond (SAMPLE BELOW) has been secured and the **ORIGINAL COPY is Attached hereto.**

**SUB-PART (4-3)**  
**CONTRACTOR'S PROPOSAL**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Village in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder agrees that the Village reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which is considered lowest and to the best interest of the Village.
3. Bidder:

3.1 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents within fifteen days after the date of the Village's Notice of Award.

3.2 Bidder warrant of financial resources:

The Bidder warrants that it possesses adequate financial resources and agrees that in the event this Proposal is accepted, it will furnish a Performance Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Treasury Department as Acceptable Sureties. The said bond shall remain in effect until completion of the work and acceptance by the Village of Yellow Springs. In the event that the surety or sureties on the performance bond delivered to the Village contemporaneously with the execution of the Contract or on any bond or bonds delivered in substitution thereof in addition thereto shall at any time become unsatisfactory to the Village, the Bidder agrees to deliver to the Village another or an additional bond.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - 4.1 Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date: \_\_\_\_\_ Number(s): \_\_\_\_\_

- 4.2 Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 4.3 Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examination, investigation, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing 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, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- 4.4 Bidder has given the Village Manager or designee written notice of all conflicts, errors or discrepancies that it has discovered in the contract Documents and the written resolution thereof by the Village Manager or designee is acceptable to Bidder.
- 4.5 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Village.
- 4.6 Any other representation required by Laws and Regulations.
5. Bidder will complete the Work for the following price(s) as presented on the following proposal price forms: **SEE ATTACHED PROPOSAL PRICE FORM.** The proposal prices include all of the items for the project as shown on the Proposal Price Forms, the construction drawings and as specified in the construction documents.
6. Bidder agrees that the Work will be completed and ready for final payment within **one hundred twenty** (120) calendar days after the date when the Contract Time commences to run.
7. The following documents are made a condition of this Bid:
  - 7.1 Contractor's Proposal
  - 7.2 Cost of Items in the Bid Form.
  - 7.3 Experience Statement.
  - 7.4 Required Bid Security in the form of Bid Bond.
  - 7.5 Non-Collusion Affidavit Page
  - 7.6 Addendums

8. Communications concerning this Bid shall be addressed to the address of Bidder indicated on the Bid Proposal Form.

SUBMITTED ON \_\_\_\_\_ 2023.

Contractor's Signature

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IF BIDDER IS:**

**I. AN INDIVIDUAL:**

By (Individual's Name): \_\_\_\_\_

\_\_\_\_\_(SEAL)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_ Ph#: \_\_\_\_\_

**II. A PARTNERSHIP:**

(Firm Name): \_\_\_\_\_(SEAL)

(General Partner): \_\_\_\_\_

Business Address: \_\_\_\_\_ Ph#: \_\_\_\_\_

**III. A CORPORATION:**

(Corporation Name): \_\_\_\_\_

(State of Incorporation): \_\_\_\_\_

(Name of Person Authorized to Sign): \_\_\_\_\_

(Title): \_\_\_\_\_ (Corporate Seal):

Attest: (Secretary): \_\_\_\_\_

Business Address: \_\_\_\_\_ Ph#: \_\_\_\_\_

**IV. A JOINT VENTURE:**

By (Name): \_\_\_\_\_

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

By (Name): \_\_\_\_\_

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

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.





## BID FORM



### VILLAGE OF YELLOW SPRINGS-PROPOSAL BID FORM 2023 Electric Utility Line Clearing & Tree Trimming

To: Village of Yellow Springs, Ohio, 100 Dayton Street, Yellow Springs, Ohio 45387

#	DESCRIPTION	UNIT	UNIT COST	TOTAL COST
	<b><i>(1) BASE BID</i></b>			
001	Tree Trimming (Section 1, see - map)	Lump Sum		
	<b><i>(2) TREE REMOVAL</i></b>			
002	12 inch (include sizes 6" to 18")	Each		
003	24 inch (include sizes over 18" to 30")	Each		
004	36 inch (include sizes over 30" to 42")	Each		
005	48 inch (include sizes over 42" to <u>54"</u> )	Each		
006	60 inch (include sizes over <u>54" to 66"</u> )	Each		
	<b><i>(3) STUMP REMOVAL</i></b>			
007	12 inch (include sizes over 6" to 18")	Each		
008	24 inch (include sizes over 18" to 30")	Each		
009	36 inch (include sizes over 30" to 42")	Each		
010	48 inch (include sizes over 42" to 54")	Each		
011	<b><i>60 inch</i></b> (includes sizes over <u>54" to 66"</u> )	Each		

Our Proposal: We hereby propose to furnish all materials and labor called for in accordance with said documents, for the sum of (words),

Dollars (\$ \_\_\_\_\_ ) .

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714  
CM Form 103 (Utility Line Clearing/Tree Trimming)- Dated 03/17/99

## **BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_ as Principal, and


\_\_\_\_\_ as surety, are hereby held and firmly bound unto The Village of Yellow Springs, Ohio as Village in the penal sum of the dollar amount of the bid submitted by the principal to the Village on \_\_\_\_\_ to undertake the project known as the **Electric Utility Line Clearing & Tree Trimming** Project. The penal sum referred to herein shall be the dollar amount of the principal's bid to the Village, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the Village, which are accepted by the Village. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, **THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named

Principal has submitted a bid for \_\_\_\_\_.

**NOW, THEREFORE**, if the Village accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specification, and bills of material; and in the event the principal pays to the Village the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount of which the Village may in good faith contract with the next lowest bidder to perform the work covered by the bid: or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the Village the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submissions, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Village accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714

 CM Form 104 - Dated 03/17/99

Now, also, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material persons and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material person or laborer having a just claim, as well as for the Village herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said surety on its bond.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Village may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.) \_\_\_\_\_ (Principle)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

**BIDDER'S QUALIFICATION STATEMENT  
(PART 1 of 2)**


**ATTENTION:** Village of Yellow Springs, Ohio

We, the undersigned, do hereby certify that we maintain a permanent place of business; that we have had experience in the: \_\_\_\_\_, that we will furnish competent personnel to supervise, install and wire the equipment as specified; and that we have the necessary financial resources to properly execute the contract, all as required by the specifications, entitled, **Electric Utility Line Clearing & Tree Trimming**

Date: \_\_\_\_\_, 2023.

As evidence of our experience, we submit the following list of similar jobs since \_\_\_\_\_. The equipment installations may be inspected by you if you so desire. Included are pertinent dates, approximate contract size, brief description of scope and names and telephone numbers of project Owner's principal contact persons.

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714  
 CM Form 104 - Dated 03/17/99

**PART 1 OF 2**

**BIDDER'S QUALIFICATION STATEMENT  
(PART 2 of 2)**

PROJECT: **Electric Utility Line Clearing & Tree Trimming.**

**Attached** are names and resumes of principals in bidder's firm, along with brief description of firm, and whether principals have performed similar work under another name.

**Also attached** is a list of equipment available to bidder to perform the work.

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714



CM Form 105 - Dated 03/17/99

**PART 2 OF 2**



3. did not in any manner, directly, or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price, or that of anyone else;
4. did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his business; and
5. did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL OF NOTARY)

\_\_\_\_\_  
NOTARY PUBLIC



**SUB-PART (4-4)**  
**SPECIAL CONDITIONS**

1. WRITTEN NOTICE:

It shall be the responsibility of the contractor to provide at least 24 hours advance written notice to residents whose access will be restricted on account of his/her work. This notice shall be in writing with a separate notice delivered to each property affected by the work. Any contractor wishing to post restricted parking signs by order of the police must contact the Yellow Springs police department for authorization at least 24 hours prior to posting.

2. DEFECTIVE WORKMANSHIP:

The acceptance of any service by the Village shall not preclude the subsequent rejection thereof if such workmanship shall be found to be unsatisfactory before final acceptance. The Contractor shall not be entitled to any payment hereunder so long as any defective workmanship, of which the Contractor shall have had notice, shall not have been remedied.

3. PROTECTION TO PERSONS AND PROPERTY:

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Village of Yellow Springs. The following provisions shall not limit the generality of the above requirements:

3.1 The Contractor shall provide and maintain protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.

3.2 The Contractor shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint lines poles, highways and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the work performed on the project, the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.

3.3 The Project, from the commencement of work to completion, or to such earlier date or dates when the Village may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Village harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or

any of the Contractor's agents or employees during the control by the Contractor of the Project or any part thereof.

- 3.4 Upon violation by the Contractor of any of the provisions of this section, after written notice of such violation given to the Contractor by the Village, the Contractor shall immediately correct such violation. Upon failure of the Contractor to do so, the Village may correct such violation at the Contractor's expense, provided however; that the Village may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.
- 3.5 The Contractor shall submit to the Village reports in duplicate of all accidents, giving such data as may be prescribed by the Village.

#### 4. INSURANCE:

The Contractor shall take out and maintain throughout the construction period, insurance in the following minimum requirements:

- 4.1 Workmen's compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under the Contract.
- 4.2 Public liability and property damage liability insurance covering all operations under the Contract: limits for bodily injury or death not less than \$1,000,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$1,000,000 for each accident and \$1,000,000 aggregate for accidents during the policy period.
- 4.3 Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired; public liability limits of not less than \$1,000,000 for one person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident. The Village shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

**UPON NOTIFICATION OF AWARD, THE BIDDER SHALL PROVIDE SIGNED CERTIFICATION OF LIABILITY COVERAGE FROM THEIR PROVIDER, EVIDENCING COMPLIANCE WITH THE FOREGOING REQUIREMENTS, EFFECTIVE THROUGH THE DURATION OF THE CONTRACT.**

#### 5. NO DAMAGE FOR DELAY:

The contractor shall have no claim against the Village of Yellow Springs for an increase in the contract price or a payment or allowance of any kind based on damage, loss or

additional expense the contractor may suffer as a result of any delays in prosecuting or completing the work under the contract, whether such delays are caused by the circumstances set forth in this section or by any other circumstances. It is understood that the contractor assumes all risk of delay in prosecuting or completing the work under the contract.

6. LIQUIDATED DAMAGES:

The time of the Completion of Construction of the Project is of the essence of the Contract. Should the Contractor neglect, refuse or fail to complete the project within the time herein agreed upon, after giving effect to extensions of if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness, damages caused by such delay, the Village shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Contractor the sum of One Hundred dollars (\$100.00) per day for each and every day that such work is delayed on its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due to become due from the Village to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Village the amount necessary to effect such payment in full: Provided, however, that the Village shall promptly notify the Contractor in writing of the manner in which the amount retained as liquidated damages was computed.

7. PAYMENTS TO BIDDER:

7.1 The Owner shall make partial Payment to the Bidder for construction accomplished on the basis of completed line items furnished and certified to by the contractor, recommended by the Village Manager or designee and approved by the Village solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent (90%) of each such estimate approved during the construction of the Project shall be paid by the Village to the Contractor prior to Completion of the Project.

Upon completion by the Contractor of the Project, the Village Manager or designee will prepare an inventory of the Project showing the total number of line items and, after checking such inventory of the Project with the Contractor, will certify it to the Village. Upon the approval by the Village, the Village shall make payment to the Contractor of all amounts to which the Contractor shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than thirty (30) days after the date of Completion of the Project unless withheld because of the fault of the Bidder.

7.2 The Contractor shall be paid on the basis of the number of Contract Items actually performed and completed at the direction of the Village: Provided, however, that the total cost shall not exceed them maximum Contract price for the construction of the Project as set forth in the Acceptance, unless such excess shall have been approved in writing by a change order.

8. ARBITRATION OF DISPUTES: Any dispute arising out of or related to this contract or the interpretation or performance thereof shall be decided by arbitration under the

Construction Industry Rules of the American Arbitration Association and judgment shall be entered on the award. The arbitrator shall award reasonable attorney's fees and expenses to the prevailing party. If any party after due notice fails to appear at or participate in arbitration proceedings, the arbitrator shall make an award based upon evidence presented by the party or parties who do appear and participate. In the event that there are court proceedings arising out of or related to the performance or interpretation of this Contract the court shall award reasonable attorney's fees to the prevailing party.

## **PART 5 SPECIFICATIONS**

1. SCOPE OF WORK:

The Contractor shall provide the necessary equipment and labor for tree trimming and removal for the electric primary line clearance as indicated on the attached map within ninety (90)

working days of the receipt of the Notice to Proceed. Contractors failing to meet the delivery date specified incur the risk of cancellation of contract, delivery being an important factor in award of contract.

2. GENERAL REQUIREMENTS:

- 2.1 Upon being awarded the Contract and completion of all contract documents, the Contractor Shall assign and schedule a crew to perform the work on a continuous basis until Contract is completed.
- 2.2 When performing under this Contract, the Contractors foreman shall report in, before starting work, to Public Works Director, (Johnnie Burns) for instructions. Weekly reports shall be submitted giving details as to locations, time and number of trees removed. **EQUIPMENT SHALL NOT BE PARKED OVERNIGHT ON VILLAGE STREETS.**
- 2.3 The Contractor shall repair, construct or replace existing utilities, public or private properties damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the Contractor's expense.

3. TREE TRIMMING:

- 3.1 All trees shall be trimmed in compliance with ANSI A 300 (Part 1) to make them shapely, typical of the species. All trimming tools used and methods employed shall meet with the approval of the Village Manager or designee.
- 3.2 Any and all branches and growth (including dead & diseased) interfering with Primary, Neutral, **Secondary Lines and Communication Lines** shall be removed with a flush cut at a suitable parent limb back toward the center of the tree. All branches or growth interfering with the free traffic movement on the roadway shall be removed to give a clear height of 14 Ft. above the roadway surfaces.

**(NOTE: TREES ON THE SOUTH SIDE OF W. SOUTH COLLEGE BETWEEN E. ENON & BARBARA ST. WILL ONLY BE TRIMMED TO 2 FT UNDER SECONDARY ONLY)**

- 3.3 The Contractor is responsible for contacting property owners before trimming trees located on private property or utility easement.
- 3.4 **At the completion of job, the contractor must walk out all lines and confirm they have met the specs stated below. If spec cannot be met contractor must identify it and let the Superintendent of Electric know.**

## GUIDE LINE FOR EFFECTIVE TREE CLEARANCE

POWER LINE	SIDE	UNDER	
600 TO 15,000V	8 FT. TO 10 FT.	8 FT. TO 12 FT.	ALL OVERHANG
0 TO 600 V	8 FT. TO 10 FT.	2 FT. TO 4 FT.	
Communication Lines	8 FT. TO 10 FT.	2 FT. TO 4 FT.	

### 4. TREE AND STUMP REMOVAL:

- 4.1 All stumps identified by the Public Works Director or designee to be removed shall be cut off flush with or 6 inches below the finished graded. All stumps identified by Public Works Director or designee to remain shall not extend more than 6 inches above the ground. Note: Shrub and Planting are incidental to the tree trimming cost.
- 4.2 Trees located directly under and interfering with Primary, Neutral and Secondary lines shall first be considered for removal.
- 4.3 Before the contractor removes any tree or stump; the Public Works Director or designee shall approve and mark each tree or stump to be removed.

### 5. REMOVAL OF FOREIGN MATERIAL FROM TREES:

All nails, spikes, bolts, wire or other foreign materials driven into or fastened to the trunk or branches of the tree shall be removed or, if directed by the Public Works Director or designee, shall be cut flush with the bark to cambium layer in such a manner as to insure complete healing over.

### 6. REMOVAL OF RUBBISH AND DEBRIS:

Rubbish, branches and debris shall be removed from the right -of- way and private property and disposed of at a location off the project, outside the limits of view from the right -of- way with the written permission of the property owner on whose property the rubbish, branches and debris are placed. The contractor shall make all necessary arrangements with property owners for obtaining suitable disposal locations and the cost involved shall be included.

### 7. EQUIPMENT:

All equipment shall be in safe and good working condition and shall consist of aerial trucks with an insulated boom (having been A. C. dielectric tested within the past 12 months copy of test results to be presented with proposal).

### 8. LABOR:

The Contractor agrees that he will furnish such labor, as may be necessary or desirable in the performance of this agreement.

Minimum labor requirements as followed:

- A two (2) person crew shall consist of one experienced working foreman and one experienced trimmer and/or climber.
- A Three (3) person crew shall consist of one experienced working foreman, one experienced trimmer and/or climber and one ground-man and/or one trimmer. Labor for stump removal shall consist of one experienced operator.














9. SAFETY STANDARDS:

- 9.1 All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standard Institute Standard Z-133.1 safety requirement for pruning, trimming, maintaining, removing trees, and for cutting brush. These standards are made part of this Specifications and Contract by this reference.
- 9.2 Special attention of Contractors is also directed to the requirements of OSHA and to the wearing of insulated rubber gloves when cutting any limbs touching energized lines, or hanging over energized lines. Contractor must be able to document that employee working under this Contractor have been provided proper safety training regarding both OSHA Regulations and Standard Z-133. As of January 31, 1995, line clearance contractors and utility employees must certify that each employee has received a special training required by OSHA'S Electric Power Generation, Transmission, and Distribution Safety Standard 29 CFR Part 1910.269.
- 9.3 The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work-site, and shall provide the necessary warning devices, barricades, and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

**PART 6**

**CONTRACT DOCUMENTS**

**TABLE OF CONTENTS**


<b>SUB-PART</b>	<b><u>TITLE</u></b>
<b>(6-1).</b>	<b>INSTRUCTIONS FOR SUCCESSFUL BIDDER</b>
<b>(6-2).</b>	<b>SPECIFIC CONTRACT FORMS PROVIDED</b>
	Village’s Acceptance of proposal..... (Form -  CM 201)
	Notice of Award..... (Form -  CM 202)
	Notice to Proceed..... (Form -  CM 204)
	Notice of Commencement for Public Improvement. (Form -  CM 205)
	Form of contract (Form -  CM 206)
	Performance Bond..... (Form -  CM 207)
	List of Subcontractors..... (Form -  CM 208)
	Certificate of Non-Discrimination..... (Form -  CM 209)
	Certificate of Villages Attorney..... (Form -  CM 210)
	Certification of Fiscal Officer..... (Form -  CM 210)
	Affidavit - Non-Delinquency of Pers’l Prop’ty Taxes (Form -  CM 211)
	Affidavit - Village Income Tax..... (Form -  CM 212)
<b>(6-3)</b>	<b>CONTRACT FORMS REQUIRED AT COMPLETION OF PROJECT</b>
	Certificate of Contractor..... (Form -  CM 301)




**SUB-PART (6-1)**  
**INSTRUCTIONS FOR SUCCESSFUL BIDDER**


As a possible contractor selected to perform the **Electric Utility Line Clearing & Tree Trimming** project, administrative steps will be required prior to and during performance of the project. What follows is a checklist of these procedures/forms required towards full compliance with Village, State and Federal Requirements.

**Form initiated by Village: DATE**


Village's Acceptance of proposal..... (Form -  CM 201)

**Form initiated by Village/acknowledged by contractor**

Notice of Award..... (Form -  CM 203)


Notice to Proceed..... (Form -  CM 204)


Notice of Commencement for Public Improvement.. (Form -  CM 205)


Form of Contract..... (Form -  CM 206)


**Form provided to Village by contractor.**


**Signed Certification of Liability Coverage.**

Performance Bond..... (Form -  CM 207)


List of Subcontractors..... (Form -  CM 208)


Certificate of Non-Discrimination..... (Form -  CM 209)

Affidavit - Non-Delinquency of Pers'l Prop'ty Taxes. (Form -  CM 210)

Affidavit - Village Income Tax..... (Form -  CM 211)

**Form issued by Village authority**

Certificate of Villages Attorney..... (Form -  CM 212)

Certification of Fiscal Officer..... (Form -  CM 212)

**SUB-PART (6-2)**  
**CONTRACT FORMS**  
**REQUIRED PRIOR TO OR DURING PROJECT**


Blank forms used by the Village of Yellow Springs to administer the contract entered upon between the successful bidder and the Village are provided in the next several pages:

**VILLAGE OF YELLOW SPRINGS'  
ACCEPTANCE OF PROPOSAL**

PROJECT: Electric Utility Line Clearing & Tree Trimming

The Village of Yellow Springs, hereby accepts the foregoing Proposal of the Bidder,

---


Contact Items shown on bid form  CM Form 103 Dated 03/17/99

with Base bid of \_\_\_\_\_.

The total Contract price is \_\_\_\_\_.

**Village of Yellow Springs, Ohio**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Village Manager)

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714  
 CM Form 201 - Dated 03/17/99

## NOTICE OF AWARD

DATE: \_\_\_\_\_.

TO: \_\_\_\_\_.

PROJECT: **Electric Utility Line Clearing & Tree Trimming**

The Village has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated \_\_\_\_\_-and information for Bidders.

You are hereby notified that your Bid for the following:

**By Resolution #2023-** \_\_\_\_\_.

You are required to return an acknowledged copy of this Notice of Award to the Village.

Dated this \_\_\_\_Day of \_\_\_\_\_ Village: VILLAGE OF YELLOW SPRINGS

By: \_\_\_\_\_

Title: Village Manager

## ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by:


Contractor: \_\_\_\_\_ on this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_. By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714

 CM Form 203 - Dated 03/17/99

# NOTICE TO PROCEED

Date:

To:

PROJECT: **Electric Utility Line Clearing & Tree Trimming**

You are hereby notified that you are authorized to commence work in accordance with the Notice of Award Agreement dated \_\_\_\_\_, **2023**, acknowledged \_\_\_\_\_, **2023** to proceed beginning \_\_\_\_\_, **2023**. You are to complete this work no later than \_\_\_\_\_, **2023**, (120) calendar days minus Sundays and National Holidays as no work shall be performed on National Holidays or Sundays.

## THE VILLAGE OF YELLOW SPRINGS

By: \_\_\_\_\_

Title: \_\_\_\_\_

**You are required to return two signed copies of this “Notice of Proceed” to the Village Manager, at the address below. Please retain the third copy for your files.**

## ACKNOWLEDGMENT OF NOTICE TO PROCEED

Receipt of the above statement concerning our Notice to Proceed is hereby acknowledged by:

Contractor: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT

(Section 1311.252 Ohio Revised Code)

STATE OF OHIO

COUNTY OF **GREENE** ss:

Notice is hereby given by the undersigned authority that construction will commence for the following public improvement:

1. The Project is identified as:

Project Name: **Electric Utility Line Clearing & Tree Trimming**

Location: **Village of Yellow Springs**

Project No.: N/A

2. The Public Authority responsible for the Project is:

Public Authority: **Village of Yellow Springs**

Address: **100 Dayton Street, Yellow Springs, OH 45387**

3. All principal contractors on the Project and the trade of each are as follows:

Principal Contractors

Name:

Address:

4. The name and addresses of the sureties for all principal contractors are as follows:

Principal Contractors: Surety:

Name:

Address:

5. The name and address of the representative of the Public Authority upon whom service may be made for the purposes of serving an affidavit to Section 1311.26 of the Ohio Revised Code is:

Name: **Josue Salmeron** Title: **Village Mgr. Village of Yellow Springs**

Address: **100 Dayton Street, Yellow Springs, OH 45387**

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714



CM Form 205 - Dated 03/17/99

**NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT**  
**Continued**  
**(Section 1311.252 Ohio Revised Code)**

The Name and Address of the representative of the public authority upon whom service shall be made for the purpose of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Public Authority: **VILLAGE OF YELLOW SPRINGS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO

COUNTY OF **GREENE** ss


Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2023

at Yellow Springs Ohio

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714

 CM Form 205 - Dated 03/17/99

# Form of Contract

THIS AGREEMENT, made \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the "Contractor" and the Village of Yellow Springs, Ohio hereinafter called the Village.


WITNESSETH, In consideration of the sum of \_\_\_\_\_ paid by the Village to the Contractor, said Contractor shall furnish all the labor, materials, tools, and equipment for the performance of the Electric Utility Line Clearing & Tree Trimming project in accordance with the Specifications, General Conditions, Supplemental General Conditions, Special Conditions and Drawings hereto attached, and together with the Legal Notice – (Request for Bids), Instructions to Bidders and Contractor's Proposal and Bonds hereto attached are hereby made a part of this Agreement, all of said work to be fully completed to the satisfaction of the Village Manager or designee.

**ADDENDA THERETO**, dated \_\_\_\_\_, for the sum and unit price contained in the bid which is estimated to be an overall sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**TIME OF COMPLETION.** The work to be performed under this Contract shall be commenced on \_\_\_\_ of \_\_\_\_\_, 2023 and completed 120 working days after the date of commencement.

**THE VILLAGE** agrees to pay, and the Contractor agrees to accept as full compensation, satisfaction and discharge for all work done and material furnished, whether mentioned in the Estimated Quantities or not, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements or because of the nature of the work or because of any unforeseen obstruction or difficulty encountered in the prosecution of the work, and also for all expenses incurred by or in consequence of the suspension of the work as herein specified and also for well and faithful completion of the work, and the whole thereof, in accordance with the terms, conditions and provisions of this contract and the instructions, orders and directions of the Village Manager or designee thereunder, and also for maintaining the work in good condition until the final payment is made and for one (1) year after the date of substantial completion, except extra work which shall be paid for as in this Contract otherwise specifically provided, a sum of money equal to the amount of the actual work and materials furnished, as determined by the Village Manager or designee, under each item listed in the Proposal multiplied by the unit price applicable to each item as set forth in the proposal attached hereto.

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714

 CM Form 206 - Dated 03/17/99

# Form of





## CONTRACTOR

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## VILLAGE OF YELLOW SPRINGS

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714



CM Form 206 - Dated 03/17/99

### **Performance Bond**

**Any singular reference to Contractor, Surety, Village or other party shall be considered plural where applicable.**

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Address of Principal Place  
of Business):

**VILLAGE** (Name and Address):

**CONTRACT**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

**Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.**

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

**SURETY**


Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)  
Originally prepared through the joint efforts of the Surety Association of Americas, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.  
00610-1

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714

 CM Form 207 - Dated 10/30/98 (MODIFIED FOR VILLAGE USE)

## LIST OF SUBCONTRACTORS

PROJECT: **Electric Utility Line Clearing & Tree Trimming.**

Submit full and complete list of all subcontractors and the class of work to be performed by each.

1). Name of Subcontractor:			
Address:		State:	Zip:
Phone #:	Fax #:		
Class or Item of Work:			

2). Name of Subcontractor:			
Address:		State:	Zip:
Phone #:	Fax #:		
Class or Item of Work:			

3). Name of Subcontractor:			
Address:		State:	Zip:
Phone #:	Fax #:		
Class or Item of Work:			

4). Name of Subcontractor:			
Address:		State:	Zip:
Phone #:	Fax #:		
Class or Item of Work:			

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**The contractor receiving the award is required to update this form, supplementing the list, each time a new subcontractor is added during the life of the contract. When subcontractor(s) are not going to be used by the general contractor, annotate form "None Used", then sign/date the document.**

**ATTEST:** Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714

# CERTIFICATE OF NON-DISCRIMINATION

PROJECT: Electric Utility Line Clearing & Tree Trimming.

The undersigned agrees as an integral part of this contract and part of the consideration therefore, that (s)he will not directly or indirectly discriminate in the employment of persons or firms because of race, national origin, ancestry and sex. Furthermore, the contractor agrees:

- (A) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on his/her behalf, shall, by reason of race, creed, sex, handicap or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates;
  
- (B) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap or color.

Date : \_\_\_\_\_

Contractor: \_\_\_\_\_

Signed: \_\_\_\_\_

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES**

O.R.C. SECTION 5919.042

STATE OF:           Ohio)  
  ) ss:  
COUNTY OF:       Greene)

TO: Village of Yellow Springs, Ohio

The undersigned, being first duly sworn, having been awarded a contract by you for \_\_\_\_\_, hereby testify under oath, the following:

- ( ) That we were not charged at the time the bid was submitted with any delinquent personal property of any county in which you as a taxing district have territory or,
- ( ) That we are presently charged with delinquent personal property taxes on a general tax list of personal property of a county in which you as a taxing district have territory. The amount of due and unpaid delinquent taxes is \$ \_\_\_\_\_, and the amount of due and unpaid penalties and interest is \$ \_\_\_\_\_.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_.

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
(Notary Public)



## CERTIFICATE OF VILLAGE'S ATTORNEY

PROJECT: **Electric Utility Line Clearing & Tree Trimming.**

We the undersigned, \_\_\_\_\_, the duly  
(Print Name)

authorized and acting legal representative of the Village of Yellow Springs, Ohio do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Legal Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)


## CERTIFICATION OF FISCAL OFFICER

PROJECT: **Electric Utility Line Clearing & Tree Trimming.**

The undersigned, as Finance Director of the Village of Yellow Springs, Ohio hereby certifies that funds sufficient to meet the requirements of this Contract have been lawfully appropriated for such purposes and are in the treasury, or in the process of collection.

By: \_\_\_\_\_


Title: \_\_\_\_\_


 Village of Yellow Springs, 100 Dayton Street, Yellow Springs, Ohio 45387 (937) 767-3402 Fax (937) 767-3714  
CM Form 212 - Dated 03/17/99

### SUB-PART (6-3) INSTRUCTIONS FOR SUCCESSFUL BIDDER CONTRACT FORMS REQUIRED AT COMPLETION OF PROJECT

As the contractor selected to construct the **Electric Utility Line Clearing & Tree Trimming**, through the recent competitive solicitation process, there are additional administrative steps which are required to receiving final payment for this project. What follows is a checklist of procedures/forms required towards full compliance with Village, State and Federal Requirements.

**DATE**

CONTRACTOR'S AFFIDAVIT - Progress Estimates ..... (Form -  CM 213)  
(to be submitted with every pay request except the final pay request).

CONTRACTOR'S AFFIDAVIT - Final Estimate ..... (Form -  CM 214)  
(to be submitted the final pay request).



**CONTRACTOR'S AFFIDAVIT**  
*Progress Estimates*

STATE OF:                   Ohio)  
  ) ss:  
COUNTY OF:               Greene)

The undersigned, \_\_\_\_\_,  
hereinafter called the Contractor, hereby represents that on \_\_\_\_\_ s/he/it was  
awarded a Contract by the **Village of Yellow Springs, Ohio**, hereinafter called the Village to  
construct the **Electric Utility Line Clearing & Tree Trimming** in accordance with the terms and  
conditions of the Contract; and the undersigned further represents that all progress payments  
heretofore received from the Village on account of the Work have been applied by the Contractor  
to discharge in full all of the Contractor's obligations incurred in connection with the Work covered  
by all prior Estimates.

This Affidavit is freely and voluntarily given with full knowledge of the facts, on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)



# TREE TRIMMING - 2023

