

PROPOSAL

ONLY THIS SECTION NEEDS TO BE SUBMITTED AS YOUR BID

Hall, Hedges, Poplar and South Street Improvement Project
Village of Ashville, Ohio

REF. NO.	ITEM NO. *	DESCRIPTION	ESTIMATED QUANTITIES	UNIT								
					MATERIAL		LABOR		TOTAL SUM OF MATERIAL AND LABOR		TOTAL IN FIGURES	
					\$	".00"	\$	".00"	\$	".00"	\$	".00"
BASE BID												
1	201	CLEARING AND GRUBBING	LUMP	LS								
2	202	PAVEMENT REMOVED & DISPOSED OF	36	SY								
3	204	SUBGRADE COMPACTION	2144	SY								
4	209	LINEAR GRADING, AS PER PLAN	3053	LF								
5	252	PAVEMENT REPAIR, AS PER 1441 TYPE 1	4	CY								
6	254	PAVEMENT PLANING, BITUMINOUS (VARIABLE DEPTH - 6' WIDE)	2659	SY								
7	407	TACK COAT (APPLIED @ 0.25 GAL/SY)	1217	GAL								
8	408	PRIME COAT (APPLIED @ 0.40 GAL/SY)	858	GAL								
9	411	STABILIZED CRUSHED AGGREGATE	55	CY								
10	422	DOUBLE CHIP SEAL	2144	SY								
11	424	FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A (5/8" THICK)	85	CY								
12	614	MAINTAINING TRAFFIC	LUMP	LS								
13	623	CONSTRUCTION LAYOUT STAKES	LUMP	SUM								
14	624	MOBILIZATION	LUMP	SUM								

Hall, Hedges, Poplar and South Street Improvement Project
Village of Ashville, Ohio

15	644	STOP LINE, 20" WHITE	40	LF				
16	653	TOPSOIL FURNISHED AND PLACED	94	CY				
17	659	SEEDING & MULCHING	1685	SY				
18	659	COMMERCIAL FERTILIZER	0.1	TON				
19	659	AGRICULTURAL LIMING	0.6	TON				
20	659	WATER	9	MG				
21	SPEC	GEOTEXTILE WOVEN FABRIC	4866	SY				
					ITEMS 1-21	Sub-Total	\$	\$ -
ALTERNATE BID								
22	201	CLEARING AND GRUBBING	LUMP	LS				
23	202	PAVEMENT REMOVED & DISPOSED OF	14	SY				
24	203	LINEAR GRADING, AS PER PLAN	1018	LF				
25	204	SUBGRADE COMPACTION	614	SY				
26	252	PAVEMENT REPAIR, AS PER 1441 TYPE 1	1	CY				
27	254	PAVEMENT PLANING, BITUMINOUS (VARIABLE DEPTH - 6' WIDE)	1182	SY				
28	407	TACK COAT (APPLIED @ 0.25 GAL/SY)	476	GAL				
29	408	PRIME COAT (APPLIED @ 0.40 GAL/SY)	246	GAL				
30	411	STABILIZED CRUSHED AGGREGATE	21	CY				
31	422	DOUBLE CHIP SEAL	614	SY				

Hall, Hedges, Poplar and South Street Improvement Project
Village of Ashville, Ohio

32	424	FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A (5/8" THICK)	33	CY				
33	614	MAINTAINING TRAFFIC	LUMP	LS				
34	623	CONSTRUCTION LAYOUT STAKES	LUMP	SUM				
35	624	MOBILIZATION	LUMP	SUM				
36	644	STOP LINE, 20" WHITE	50	LF				
37	653	TOPSOIL FURNISHED AND PLACED	25	CY				
38	659	SEEDING & MULCHING	452	SY				
39	659	COMMERCIAL FERTILIZER	0.1	TON				
40	659	AGRICULTURAL LIMING	0.3	TON				
41	659	WATER	4	MG				
42	SPEC	GEOTEXTILE WOVEN FABRIC	1904	SY				
						ITEMS 22-42	Sub-Total \$	\$ -
TOTAL BID (BASE ITEMS 1-21) \$								\$ -
TOTAL BID (ALT ITEMS 22-42) \$								\$ -
TOTAL BID (ITEMS 1-42) \$								\$ -
* REFERS TO OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS								

The Bidder's Total is for information only at the time of opening bids. The Village will make the extension and if there are differences in the totals, the Unit of Lump Sum Prices shall govern.

Federal I.D. No. _____

PROJECT BID(S)

Place:

Date:

Proposal of _____ (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of Ohio,** a partnership, or an individual doing business as _____.

To the Pickaway County Commissioners and Ashville Village Council (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Village of Ashville – Hall, Hedges, Poplar and South Street Improvement Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 45 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 75.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

_____.

*Insert corporation, partnership or individual as applicable.

** Insert name of state.

BASE PROPOSAL: Bidder agrees to perform all the _____ work described in the specifications and shown on the plans, for the sum of _____ (\$_____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

PROJECT ACTIVITIES:

ACTIVITY	BID AMOUNT
Street Improvements	

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of _____ (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____
Signature

Title

(Business Address and Zip Code)

_____(SEAL – if bid is by a corporation)

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

O.R.C. 5919.042

STATE OF OHIO:

SS:

TO: Pickaway County Commissioners and Village of Ashville Council

The undersigned, being first duly sworn, having been awarded a contract by you for the Village of Ashville – Hall, Hedges, Poplar and South Street Improvement Project hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

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

I/We hereby acknowledge the fact that I/We are not delinquent on any personal property taxes.

Contractor

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

NONCOLLUSION AFFIDAVIT

State of Ohio

BID Identification

CONTRACTOR _____, being duly sworn, deposes and says that he is _____ (Sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this ____ day
of _____, 20__.

Seal of Notary

LEGAL STATUS OF BIDDER

This Proposal is submitted in the name of: _____
(Print)

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares that he has legal status checked below:

() INDIVIDUAL

() INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

() CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, OHIO.

() CORPORATION INCORPORATION UNDER THE LAWS OF THE STATE _____.

The Corporation is

() LICENSED TO DO BUSINESS IN OHIO

() NOT NOW LICENSED TO DO BUSINESS IN OHIO

The name, titles and home addresses of all persons who are officers or Partners in the organizations are as follows:

NAME AND TITLE

HOME ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20_____.

by: _____
(Signature)

Printed Name of Signer

CONTRACTOR'S AFFIDAVIT

County of _____

State of _____

_____, being first duly sworn, deposes and says that

he is Secretary of _____, a Corporation organized and

existing under and by virtue of the laws of the State of _____,

and having its principal office at

_____, _____,
Street Address City

_____. Affiant further says that he is familiar with the records,
STATE

minute books and by-laws of _____.
Name of Corporation

Affiant further says that _____ is
(Officer's Name)

_____ of the Corporation and is duly authorized to sign

the bid proposal for said corporation by virtue of the resolution of the Board of

Directors or as per its by-laws.

AFFIANT

Sworn before me this _____ day of _____, 20_____.

COMMISSION EXPIRES NOTARY PUBLIC IN AND FOR

_____, _____
COUNTY STATE

EXPERIENCE

The Contractor shall list all pertinent information below to assist the Engineer in evaluating the ability of Contractors to complete the Contract, if awarded.

The following will be considered.

- a. The Contractor maintains a permanent place of business.
- b. The Contractor has adequate personnel and equipment to perform the work.
- c. The Contractor has suitable financial budget to meet the obligations incidental to the work.
- d. The Contractor has appropriate experience in similar work.

ADDITIONAL INFORMATION

List all persons, firms or parties that have interest in this contract such as company officials, partners, etc. List all exceptions and other items as per Information as Bidders:

BIDDER'S FAX NUMBER: _____

BIDDER'S TAX CERTIFICATE #: _____

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____¹ the undersigned, _____² as Surety, are hereby held and firmly bound unto _____³ hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as: _____.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (\$ _____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including the alternatives 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount or which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereon between the amount specified in the bid, or the costs, in connection with the resubmission, 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 Obligee 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; and

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, 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 benefit of any material man or laborer having a just claim, as well as for the Obligee 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 said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20____.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name and Address:

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

With the submission of your bid, a 100% bid bond must be submitted. Your 100% bid bond may be held as a performance bond. This will be determined on a case-by-case basis.