

INFORMATION FOR BIDDERS
CDBG PY _____

The Board of Greene County Commissioners will act as Owner for this project in accordance with ODOD/OHCP rules and regulations. The Greene County Commissioners will administer the project and provide funding for the project.

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

BID SECURITY

Each bid must be accompanied by certified check, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of ten (10%) percent of the bid. Such checks or bid bonds will be returned to all except the awarded company promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as the bidder has not been notified of the acceptance of his bid.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

TIME OF COMPLETION & PENALTIES

The Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days thereafter. The Bidder must agree also to pay as penalties, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the contractor in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

ADDENDA & INTERPRETATIONS

No interpretation of the meaning to the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and addressed to "Greene County Board of Commissioners" 35 Greene Street, Xenia, Ohio 45385, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purpose), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of his power of attorney.

NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection & testing of materials
- b. Insurance requirements
- c. Wage rates
- d. Stated allowances
- e. Special Provisions

LAWS & REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

METHOD OF AWARD – LOWEST QUALIFIED BIDDER

If, at the time this contract is to be awarded, the lowest and most responsive base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

OBLIGATION OF BIDDER

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, document or the site shall in no way relieve any bidder from any obligation in respect to his bid.

SAFETY STANDARDS & ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

QUANTITIES

The Greene County Board of Commissioners reserves the right to delete quantities from the contract as deemed necessary to meet funding restrictions for this project.

PERMITS

The General Contractor will be responsible for obtaining all applicable permits pertaining to this project.

BID PROPOSAL

To the Greene County Board of Commissioners:

The undersigned having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, including Advertisement for Bids, Instructions to Bidders, General Conditions of the Contract, the Form of Proposal, the Form of Contract, Form of Bond, etc., Contract Drawings, Contract Specifications, Addenda, and Exhibits issued and attached to the Official Contract Document on file in the Greene County Community Development Office, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work described in the following Bidding Schedule for the FY2021 CDBG East Xenia Street Paving Project, all in accordance with the Contract Drawings and Specifications as prepared for the Village of Bowersville, and issued thereto for the sums set forth in the following Bidding Schedule.

BID ITEMS

REF. NO.	DESCRIPTION	QTY	UNITS	UNIT COST	ITEM PRICE
1	Mobilization	1	LUMP		
2	Pavement Planing, Asphalt Conc. 3"	4630	SY		
3	Asphalt Conc. Surface Course, Type 1, (449), PG64-22, 1-1/2"	193	CU YD		
4	Asphalt Conc. Intermediate Course, Type 1, 1-1/2"	193	CU YD		
5	Non-Tracking Tack Coat, 0.075 GAL/Sq Yd	348	GAL		
6	Maintenance of Traffic	1	LUMP		
7	Stop Line, 24", Type 1	28	FT		
8	Crosswalk Lines, 12", Type 1	73	FT		

Bidder's Total Price (Payment items 1 – 8 in figures) \$ _____

Bidder's Total Price (Payment items 1 – 8 in words) _____

_____ dollars and _____ cents.

Proposal price evaluation to be done on base bid. Bidder must provide supporting data for any or equal components proposed. It is understood and agreed by BIDDER that OWNER reserves the unrestricted privilege to reject any or all of the foregoing adjustments prices in this paragraph which it may consider excessive or unreasonable, or to accept, by including the same in the contract as unit prices applicable in the event of additions to or deductions from applicable work to be performed under contract, any or all of such adjustment prices which it may consider fair and reasonable. Rejection of one or more adjustment prices will not invalidate acceptance of this bid. Bid is based on current federal prevailing wage rates. The useful life of the work and materials is _____.

Starting and Completion: If awarded a contract under this proposal, the undersigned proposes to start work at the site within 30 calendar days after the receipt from the Village of Bowersville an Order to Commence Work. The undersigned further agrees to start work at the site on a date to be specified in said order from the Greene County Board of Commissioners, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Greene County Board of Commissioners, and agrees to fully complete all work covered by this proposal to the point of final acceptance by both the Greene County Board of Commissioners and the Village of Bowersville in accordance with the completion dates established in Section V, General Conditions of this Contract. The undersigned understands and agrees that the Village of Bowersville reserves the right to defer award of a written order to start work for a period not to exceed thirty (30) days after the date herein before established by the undersigned as a proposed starting date.

Date _____, 20_____

(SEAL)

Firm Name: _____

By: _____

Title: _____

Official Address:

Street: _____

City/State/Zip: _____

Telephone Number: (____) _____

(Note: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.)