

**BID FORM**

**VILLAGE OF KALIDA, OHIO  
NORTHLAND DRIVE IMPROVEMENTS**

TABLE OF ARTICLES

<u>Article</u>	<u>Article No.</u>
Bid Recipient .....	1
Bidder's Acknowledgements .....	2
Bidder's Representations .....	3
Further Representations .....	4
Basis of Bid .....	5
Time of Completion .....	6
Attachments to this Bid .....	7
Defined Terms .....	8
Bid Submittal .....	9

**ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

Village of Kalida  
Attn: Rita Schroeder, Fiscal Officer  
205 W. Main St.  
P.O. Box 495  
Kalida, OH 45853

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required

by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 – BASIS OF BID**

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SEE ATTACHED EXHIBIT A

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

**6.01** Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bid and Contract Bond or certified check for 10% of maximum bid amount
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. List of Project References
- E. Completed Exhibit A with Unit Pricing
- F. Affidavit of Non-Collusion
- ~~G. OPWC Proposal Notes~~

**ARTICLE 8 – DEFINED TERMS**

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

**9.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation

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

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in Ohio is \_\_\_\_/\_\_\_\_/\_\_\_\_.

Village of Kalida  
Northland Drive Improvements - East End

Ref. No.	ODOT Item No.	Item Description - Northland Drive	Quantity	Unit	Labor Unit Cost	Material Unit Cost	Total Unit Cost	Subtotal
1	201	Clearing & Grubbing Total Unit Cost per LUMP SUM in Words:	1	LS				
2	202	Street Signs Removed, Stored and Reinstalled Total Unit Cost per EACH in Words:	2	EA				
3	202	Concrete Drive Removed Total Unit Cost per SQUARE YARDS in Words:	395	SY				
4	202	Concrete Walk Removed Total Unit Cost per SQUARE YARDS in Words:	41	SY				
5	202	Concrete Curb Removed Total Unit Cost per LINEAR FEET in Words:	105	LF				
6	202	Catch Basins Removed Total Unit Cost per EACH in Words:	1	EA				
7	203	Roadway Excavation Total Unit Cost per CUBIC YARDS in Words:	2,035	CY				
8	204	Subgrade Compaction Total Unit Cost per SQUARE YARDS in Words:	3,968	SY				
9	204	Proof Rolling Total Unit Cost per HOURS in Words:	4	HRS				
10	254	Pavement Removed including Saw Cut (Existing Road) Total Unit Cost per SQUARE YARDS in Words:	2,860	SY				
11	254	Pavement Planing - Butt Joints -6' min. Total Unit Cost per SQUARE YARDS in Words:	85	SY				

Village of Kalida  
Northland Drive Improvements - East End

Ref. No.	ODOT Item No.	Item Description - Northland Drive	Quantity	Unit	Labor Unit Cost	Material Unit Cost	Total Unit Cost	Subtotal
12	301	3" Asphalt Base, PG 64-22 Total Unit Cost per CUBIC YARDS in Words:	271	CY				
13	304	9" Aggregate Base Total Unit Cost per CUBIC YARDS in Words:	932	CY				
14	407	Tack Coat (0.075 GAL/SY) Total Unit Cost per GALLON in Words:	244	GAL				
15	407	Tack Coat for Intermediate Course (0.05 GAL/SY) Total Unit Cost per GALLON in Words:	162	GAL				
16	411	4" Aggregate Sidewalks Total Unit Cost per CUBIC YARDS in Words:	5	CY				
17	411	4" Aggregate Base - Concrete Drives Total Unit Cost per CUBIC YARDS in Words:	32	CY				
18	441	1-3/4" Asphalt Conc. Inter., Type 1,(448) PG 64-22 Total Unit Cost per CUBIC YARDS in Words:	158	CY				
19	441	1-1/4" Asphalt Conc. Surface, Type 1, (448) PG 64-22 Total Unit Cost per CUBIC YARDS in Words:	113	CY				
20	605	4" Storm Sewer Underdrain w/Sock Total Unit Cost per LINEAR FOOT in Words:	1,326	LF				
21	608	6" Reinforced Concrete Drive Apron Total Unit Cost per SQUARE FEET in Words:	2,528	SF				
22	609	Combination Curb & Gutter (24"), Type 2 Total Unit Cost per LINEAR FOOT in Words:	2,165	LF				

Village of Kalida  
Northland Drive Improvements - East End

Bockrath & Associates  
Engineering and Surveying, LLC

Ref. No.	ODOT Item No.	Item Description - Northland Drive	Quantity	Unit	Labor Unit Cost	Material Unit Cost	Total Unit Cost	Subtotal
23	611	12" HDPE N-12 Storm Sewer, under Pavement	665	LF				
		Total Unit Cost per LINEAR FOOT in Words:						
24	611	12" HDPE N-12 Storm Sewer, not under Pavement	5	LF				
		Total Unit Cost per LINEAR FOOT in Words:						
25	611	10" HDPE N-12 Storm Sewer, under Pavement	100	LF				
		Total Unit Cost per LINEAR FOOT in Words:						
26	611	10" HDPE N-12 Storm Sewer, not under Pavement	20	LF				
		Total Unit Cost per LINEAR FOOT in Words:						
27	611	8" PVC SDR 35 Storm Sewer, under Pavement	102	LF				
		Total Unit Cost per LINEAR FOOT in Words:						
28	611	8" - 45 deg-bend PVC SDR 35 Storm Sewer	1	EA				
		Total Unit Cost per EACH in Words:						
29	611	Catch Basin 2-2B, Curb Inlet w/EJ7022 Hood & Sinusoidal Gr	8	EA				
		Total Unit Cost per EACH in Words:						
30	611	Catch Basin 2-2B, Yard Basin w/EJ5110 Sinusoidal Grate	5	EA				
		Total Unit Cost per EACH in Words:						
31	611	12" Vert. bends HDPE	2	EA				
		Total Unit Cost per EACH in Words:						
32	611	Connect to existing Storm Sewer	2	EA				
		Total Unit Cost per EACH in Words:						
33	611	Storm Sewer Removed Under Pavement (Contingency)	50	LF				
		Total Unit Cost per LINEAR FOOT in Words:						

Village of Kalida  
Northland Drive Improvements - East End

Ref. No.	ODOT Item No.	Item Description - Northland Drive	Quantity	Unit	Labor Unit Cost	Material Unit Cost	Total Unit Cost	Subtotal
34	611	6" Storm Sewer, SDR 35 Under Pavement (Contingency)	50	LF				
		Total Unit Cost per LINEAR FOOT in Words:						
35	611	6" Storm Sewer, SDR 35 Not Under Pavement (Contingency)	50	LF				
		Total Unit Cost per LINEAR FOOT in Words:						
36	614	Maintaining Traffic	1	LS				
		Total Unit Cost per LUMP SUM in Words:						
37	624	Mobilization	1	LS				
		Total Unit Cost per LUMP SUM in Words:						
38	638	1" new Water Service & Valve (include new saddle)	5	EA				
		Total Unit Cost per EACH in Words:						
39	641	Pavement Marking - 4" line Crosswalks	170	LF				
		Total Unit Cost per LINEAR FOOT in Words:						
40	653	Topsoil Furnished and Placed	75	CY				
		Total Unit Cost per CUBIC YARD in Words:						
41	659	Seeding & Mulching	2,100	SY				
		Total Unit Cost per SQUARE YARDS in Words:						
42	832	Erosion Control (Inlet Projection Dandy Bags)	1	LS				
		Total Unit Cost per LUMP SUM in Words:						
43	Special	Testing Allowance	1	LS	XXXX	XXXX	\$ 10,000.00	\$ 10,000.00
		Total Unit Cost per LUMP SUM in Words:						
44	Special	MIRAFI 500X or approved equal	35,712	SF				
		Total Unit Cost per SQUARE FOOT in Words:						

Village of Kalida  
Northland Drive Improvements - East End

Bockrath & Associates  
Engineering and Surveying, LLC

Ref. No.	ODOT Item No.	Item Description - Northland Drive	Quantity	Unit	Labor Unit Cost	Material Unit Cost	Total Unit Cost	Subtotal
Base Bid Total:								
Base Bid Total in Words:								



## BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

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

\_\_\_\_\_ (Name and address) as Principal, and \_\_\_\_\_ (Name) as Sureties, are hereby held and firmly bound unto the **Village of Kalida**, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the OWNER on \_\_\_\_\_ to undertake the project known as:

### Northland Drive Improvements

The penal sum referred to herein shall be the dollar amount of the principal's bid to the Obligee, incorporating any additive or deductive alternate 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: \_\_\_\_\_ 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 the 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, detailed, 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 hereof between the amount specified in the bid and such larger amount for which the Obligee 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 Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connecting with the resubmission, of printing, new contract document, 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.

Now also, if the said principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and material 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 man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; 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 above Surety hereby certifies that it is authorized by the superintendent of insurance, State of Ohio to execute the above bond and that the liability incurred is within the limits prescribed by Section 3929.121 of the Ohio Revised Code.

The said surety hereby stipulates and agrees that no modification, 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 obligation of said surety on its bond and does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or in or to the plans and specifications.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**Principal:**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Printed Name

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

**Surety:**

**Surety Company Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact

**Surety Agent's Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

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

\_\_\_\_\_  
Notary Public Signature

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