

PROJECT BID(S)

Place: Fayette County, OHIO

Date: 6/30/15

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

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 - West Station Street - Lexington Avenue to Scioto Street Resurfacing 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:

Addendum NO. 01 6/24/15.

*Insert corporation, partnership or individual as applicable.

** Insert name of state.

BASE PROPOSAL: Bidder agrees to perform all the Asphalt Resurfacing work described in the specifications and shown on the plans, for the sum of \$ 44,840.38.
 (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
Forty-Four THOUSAND, Eight HUNDRED AND Forty Dollars, THIRTY-EIGHT CENTS.

PROJECT ACTIVITIES:

ACTIVITY	BID AMOUNT
Street Resurfacing	<u>\$ 44,840.38</u>

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 *Ara Clutter*
 Signature

ESTIMATOR

Title

2754 US HWY 22 SW
WASHINGTON Courthouse, OH 43160

(Business Address and Zip Code)

_____(SEAL – if bid is by a corporation)

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Cox Paving, LLC ¹ the undersigned, and Federal Insurance Company ² as Surety, are hereby held and firmly bound unto Pickaway County Commissioners and Village of Ashville Council ³ hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on June 30, 2015 to undertake the project known as: West Station Street-Lexington Avenue, Village of Ashville Improvements.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. 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 Oblige 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 Oblige 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 Oblige may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Oblige 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 Oblige 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

- 1) Here insert full name or legal title of Contractor and address
2) Here insert full name or legal title of Surety
3) Here 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 Oblige 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 Oblige 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 30th day of June, 2015.

Cox Paving, LLC Principal

By: Aaron Clutter

Title: ESTIMATOR

Federal Insurance ^{Surety} Company

By: Christina Arvizu

Christina A. Arvizu
Attorney-in-Fact

Surety Company Address:

15 Mountain View Road

Warren, NJ 07059

Surety Agent's Name and Address:

Arthur J. Gallagher Risk Management Services, Inc.

1 West 4th Street, Suite 1300

Cincinnati, OH 45202



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

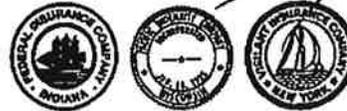
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Christina A. Arvizu, Thomas R. Dietz, Robert E. Gigax Jr., Patricia L. Hehman, Shelly M. Martin and Phyllis T. Neal of Cincinnati, Ohio and William R. Carpenter of Brentwood, Tennessee**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **17th day of November, 2014.**


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **17th** day of **November, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **June 30, 2015.**




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 03/23/2015
Effective 04/02/2015
Expires 04/01/2016

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FEDERAL INSURANCE COMPANY

of Indiana is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

- | | |
|-------------------------------|-------------------------------|
| Accident & Health | Ocean Marine |
| Aircraft | Other Liability |
| Allied Lines | Private Passenger Auto - Liab |
| Boiler & Machinery | Private Passenger Auto-Other |
| Burglary & Theft | Private Passenger-Phys Damage |
| Commercial Auto - Liability | Surety |
| Commercial Auto - No Fault | Workers Compensation |
| Commercial Auto - Phys Damage | |
| Credit | |
| Earthquake | |
| Fidelity | |
| Fire | |
| Glass | |
| Group Accident & Health | |
| Inland Marine | |
| Multiple Peril - Commercial | |
| Multiple Peril - Homeowners | |

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$32,484,336,984, liabilities in the amount of \$17,655,954,301, and surplus of at least \$14,828,382,683.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director



FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2014

(in thousands of dollars)

<i>ASSETS</i>	<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>
Cash and Short Term Investments..... \$ 110,484	Outstanding Losses and Loss Expenses \$ 12,181,139
United States Government, State and Municipal Bonds 10,245,402	Unearned Premiums..... 3,654,861
Other Bonds..... 4,927,443	Ceded Reinsurance Premiums Payable..... 339,466
Stocks 1,066,355	Provision for Reinsurance 46,470
Other Invested Assets..... 1,365,367	Other Liabilities..... 1,434,018
TOTAL INVESTMENTS 17,715,051	TOTAL LIABILITIES 17,655,954
Investments in Affiliates:	
Chubb Investment Holdings, Inc. 3,565,038	Capital Stock..... 20,980
Pacific Indemnity Company..... 2,922,214	Paid-In Surplus..... 3,106,809
Executive Risk Indemnity Inc..... 1,258,019	Unassigned Funds 11,700,594
Chubb Insurance Investment Holdings Ltd.... 1,162,709	
CC Canada Holdings Ltd..... 652,880	
Chubb Insurance Company of Australia Ltd. 480,068	SURPLUS TO POLICYHOLDERS..... 14,828,383
Great Northern Insurance Company 476,969	
Vigilant Insurance Company..... 292,313	
Chubb European Investment Holdings SLP .. 287,633	
Other Affiliates 517,330	
Premiums Receivable 1,679,148	
Other Assets 1,474,965	
TOTAL ADMITTED ASSETS \$ 32,484,337	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... \$ 32,484,337

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2014, investments with a carrying value of \$518,199,884 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

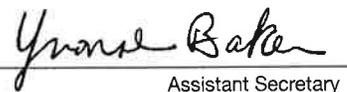
Yvonne Baker, Assistant Secretary _____ of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2014 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2014.

Subscribed and sworn to before me
this March 11, 2015.



Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019



Assistant Secretary

NONCOLLUSION AFFIDAVIT

State of Ohio

BID Identification

CONTRACTOR *Carson Cotten*, being duly sworn, deposes and says that he is ESTIMATOR (Sole owner, a partner, president, secretary, etc.) of COX PAVING LLC, 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: *Carson Cotten* 6/30/15

Subscribed and sworn to before me this 30 day of June, 2015



Misty Lawson
MISTY LAWSON
 Notary Public, State of Ohio
 My Commission Expires
 December 19, 2015

**PICKAWAY COUNTY 2014 CDBG ALLOCATION PROGRAM
SPECIFICATIONS AND BID DOCUMENTS
FOR**

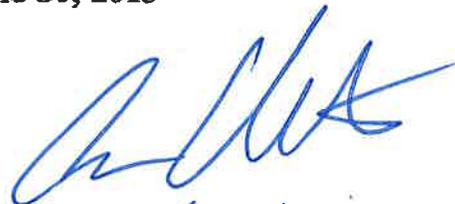
**VILLAGE OF ASHVILLE
WEST STATION STREET - LEXINGTON AVENUE
STREET RESURFACING PROJECT**

**ADDENDUM NO. 01
JUNE 24, 2015**

**PICKAWAY COUNTY
BOARD OF COMMISSIONERS**

**Brian S. Stewart, President
Harold R. Henson
Jay H. Wippel**

Bid Date: June 30, 2015


6/30/15

Berquist Consulting, Inc.

From: Chris Tebbe <CTebbe@pomeroyassoc.com>
Sent: Wednesday, June 24, 2015 9:53 AM
To: Berquist Consulting, Inc.; Franklin Christman; blutz@pickaway.org
Subject: 2380 West Station Street CDBG Village of Ashville - Addendum 1
Attachments: Addendum 1 Item A.pdf; Engineers Estimate 4-16-15.pdf; 2380 Addendum 1 6-24-15.pdf

Bob,

I got a request for clarification from two contractors regarding the contingency quantities (as directed by the engineer) mentioned in the bid documents and the fact that the project is a lump sum bid. We did not include a bid tabulation sheet in the plans (since it is a lump sum bid) so the contractors are confused as to how to calculate the contingency quantities into their lump sum bid. (See highlighted items in the attached "Addendum 1 Item A.pdf")

I thought about the best way to address this and I believe the easiest way to address this issue is as follows:

- 1) Provide a copy of the engineer's estimate to all bidders.
- 2) Remind the bidders that the project is being bid as a "lump sum bid" with the caveat that the contingency quantities mentioned in the bid documents will be paid at the rates shown per the engineer's estimate.

(Item #2) Item 202 ~ Pavement Removed and Disposed of ~ 30 SY ~ \$7.00 per SY ~ Total = \$210.00

(Item #4) Item 253 ~ Full Depth Pavement Repair (12" Depth) ~ 10 CY ~ \$400.00 per CY ~ Total = \$4,000.00

- 3) As a "lump sum bid" they are bidding the job complete, but providing this estimate will give the bidders the estimated quantities that are to be expected for this project.

I have included the items for an Addendum to be issued that would clarify this issue for the bidders.

The addendum is comprised of all three attachments to this e-mail and all of these items need to be sent to all plan holders.

Let me know if you have any questions.

Regards,

Christopher M. Tebbe, P.E.
Project Manager / Associate
Pomeroy & Associates, Ltd.
599 Scherers Ct.
Worthington, Ohio 43085
Tel: 614-885-2498
Fax: 614-885-2886
ctebbe@pomeroyassoc.com

ADDENDUM NO. 1
VILLAGE OF ASHVILLE, OHIO
2014 CDBG ALLOCATION PROGRAM
WEST STATION STREET - LEXINGTON AVENUE
STREET IMPROVEMENTS

DATE OF ADDENDUM

June 24, 2015

BID DATE

June 30, 2015

This Addendum forms a part of and modifies the original Contract Documents issued for the above referenced bid date.

The Bidder shall affix this Addendum to the inside cover of the Contract Documents, and **shall acknowledge receipt of this Addendum on Page 25 of the Contract Documents; failure to do so may subject the Bidder to disqualification.**

This Addendum covers changes to the Contract Documents for which bids will be received on June 30, 2015. Each bidder shall include the items changed by this Addendum to the extent they affect the bid.

Question:

The bid documents call for the following Contingency Quantities "as directed by the Engineer" on page 20 of the bid documents:

Item 202, Pavement Removed and Disposed of	30 Sq. Yd.
Item 253, Full Depth Pavement Repair (12" Depth)	10 Cu. Yd.

Since this is a "lump sum" bid some bidders were unsure of how to incorporate the cost for this work into their bid.

Clarification:

In order to clarify this issue, we have included a copy of the Engineer's Estimate that was used to determine the quantities for this project.

The project is a "lump sum" bid, with the understanding that the contingency quantities mentioned in the bid documents will be paid (only if authorized by the engineer) at the rates shown per the engineer's estimate.

Item 202 ~ Pavement Removed and Disposed of ~ 30 SY ~ \$7.00 per SY ~ Total = \$210.00

Item 253 ~ Full Depth Pavement Repair (12" Depth) ~ 10 CY ~ \$400.00 per CY ~ Total = \$4,000.00

The contractor shall bid the "lump sum" amount with the understanding that the above items will only be paid out for the quantity that is authorized and used.

End of Addendum No. 1

GENERAL NOTES

REFERENCE: All reference to specification numbers, unless otherwise noted, appearing in these plans shall be considered to be specification numbers, or the respective sections thereof, of the current State of Ohio, Department of Transportation, Construction and Materials Specifications.

APPROVALS: At or before the pre-construction conference, the contractor shall submit the following items for approval:

- 1) A list of the paving equipment that will be used on this project (Paver, Rollers, etc);
- 2) The method planned for the application of tack coat; the method planned for the application of asphalt emulsion;
- 3) A written schedule of operations;
- 4) Materials suppliers (including the type of rings to be used to adjust manholes, catch basins, etc.);
- 5) A listing of key project personnel (Project Engineer/Manager, Project Superintendent, etc.) with office, mobile phone and pager numbers to be used by the Village Engineer and staff;
- 6) A listing of subcontractors and key personnel representing each.

The Village's Engineer will respond to the items submitted within 1 week. If an item is not approved the Contractor will have 2 weeks from the time of notification to resubmit the item for approval.

CONTINGENCY QUANTITIES: The Contractor shall not order materials or perform work designated by plan note to be used "as directed by the Engineer" unless authorized by the Engineer. The actual work locations and quantities used for such items shall be incorporated into the next change order for the project.

The following items have been set aside to be used "as directed by the Engineer" and have been carried to the general summary:

Item 202, Pavement Removed and Disposed of	30 Sq. Yd.
Item 253, Full Depth Pavement Repair (12" Depth)	10 Cu. Yd.

PROCEDURES FOR OPERATIONS:

All work associated with this contract shall be performed between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Notice of Saturday work shall require 24 hours notice (on a week per week basis) and must be approved by the Engineer. If conditions are acceptable, daily work hours may be extended at the approval of the

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 - West Station Street - Lexington Avenue to Scioto Street Resurfacing 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 Resurfacing	

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:

_____(SEAL - if bid is by a corporation)

By _____
Signature

Title

(Business Address and Zip Code)

West Station Street - Lexington Avenue to Scioto Street Resurfacing Project
Village of Ashville, Ohio

REF. NO.	ITEM NO. *	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE IN FIGURES				EXTENSION			
					MATERIAL		LABOR		TOTAL SUM OF MATERIAL AND LABOR		TOTAL IN FIGURES	
					\$	".00"	\$	".00"	\$	".00"	\$	".00"
BASE BID												
1	201	CLEARING AND GRUBBING	LUMP	LS					\$ 500.00	\$ 500.00		
2	202	PAVEMENT REMOVED & DISPOSED OF	30	SY					\$ 7.00	\$ 210.00		
3	252	FULL DEPTH PAVEMENT SAWING (O.D.O.T.)	170	LF					\$ 3.00	\$ 510.00		
4	253	FULL DEPTH PAVEMENT REPAIR (12" DEPTH)	10	CY					\$ 400.00	\$ 4,000.00		
5	254	PAVEMENT PLANING ASPHALT CONCRETE (1.5"-3")	2280	SY					\$ 8.50	\$ 19,380.00		
6	407	TACK COAT (APPLIED @ 0.25 GAL/SY)	569	GAL					\$ 3.75	\$ 2,133.75		
7	413	CRACK SEALING, HOT APPLIED	170	LF					\$ 3.00	\$ 510.00		
8	448	1.5" ASPHALT CONCRETE, SURFACE TYPE 1	95	CY					\$ 205.00	\$ 19,475.00		
9	448	1.5" ASPHALT CONCRETE, INTERMEDIATE TYPE 1	45	CY					\$ 205.00	\$ 9,225.00		
10	604	MANHOLE ADJUSTED TO GRADE	6	EA					\$ 250.00	\$ 1,500.00		
11	614	MAINTAINING TRAFFIC	LUMP	SUM					\$ 1,000.00	\$ 1,000.00		
12	624	MOBILIZATION	LUMP	SUM					\$ 1,000.00	\$ 1,000.00		

West Station Street - Lexington Avenue to Scioto Street Resurfacing Project
Village of Ashville, Ohio

13	807	VALVE BOX ADJUSTED TO GRADE	4	EA			\$ 150.00	\$ 600.00	
14	SPEC	GEOTEXTILE WOVEN FABRIC	2280	SY			\$ 2.00	\$ 4,560.00	
15	SPEC	SAWCUT EXISTING CONCRETE CURB AND GUTTER	307	LF			\$ 2.50	\$ 767.50	
							ITEMS 1-15	Sub-Total \$	\$ 65,371.25
16	Spec.	Force Account (.10 x Sum of Items 1 through 15)						Sub-Total \$	\$ 6,537.13
							TOTAL BID (ITEMS 1-16)	\$	\$ 71,908.38
* REFERS TO OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS									
<p>Unit prices used in this estimate are consistent with the Davis-Bacon prevailing wage law. Estimated Breakdown: Material = \$ 43,145.03 Labor = \$ 28,763.35</p> <p>This project has a useful life of 20 years as follows: Roadway & Pavement - 20 years @ 100% of project = 20 years Total = 20 years</p>									
 By:						E-68106		 Date	
						16 Apr. 1 2015			



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A JURGENSEN COMPANY

CORPORATE RESOLUTION

In accordance with Sections 1701.64, 1703.03 and 1703.29 of the Ohio Revised Code, I, Aaron Clutter, do hereby certify that I am the Project Manager of the Cox Paving LLC, which company is incorporated in the State of Ohio and is registered to conduct business in Ohio. The corporate address is 2754 St. Rt. 22 SW, Washington Court House, Ohio 43160, telephone number (937) 584-3200.

I am hereby authorized to enter into contracts and to execute all such documents as are necessary to complete transactions and to do each and every act necessary or required thereunder.

COX PAVING LLC

A handwritten signature in blue ink, appearing to read "Aaron Clutter", written over a horizontal line.

By: Aaron Clutter

Taken on March 3, 2015

A handwritten signature in blue ink, appearing to read "Timothy L. St. Clair", written over a horizontal line.

Approved by: Timothy L. St. Clair, Chief Financial Officer, Secretary

Cox Paving

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Company Overview

Cox Paving was founded in 1976 by Fred Cox Jr. and was incorporated in 1993 and in March 2012 was acquired by the Jurgensen Companies. Over the past 33 years, our company has always strived to provide our customers with outstanding project satisfaction for a financially responsible price. We have a proven record of Project Quality, Customer Satisfaction and Timely Completion.

We offer a very diverse array of commercial construction services. The services include but are not limited to:

- Commercial & Residential Demolition
- Complete Site Clearing and Erosion Control
- Storm Sewer Installation
- Water Line Installation
- Sanitary Sewer Installation
- Turn-key Earthwork Services
- Asphalt Milling
- Asphalt Paving
- Seal Coating
- Striping
- Miscellaneous Concrete Work
- Trucking
- Asphalt Manufacturer

We look forward to providing any combination of our services offer to aid in making your company's next construction project a success. Please allow Cox Paving to demonstrate our expertise by contracting with us to make your next construction project a success.

Points of Interest

- ODOT Qualified Contractor
- Only one OSHA violation in company history
- 2010 Construction Season employed 108 Operators, Truck Drivers and Laborers
- 2010 Construction Season opened Asphalt Plant

Cox Paving LLC has adequate machinery, equipment and personnel for a timely completion of this project.

More information can be provided upon request

Cox Paving

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A JURGENSEN COMPANY

Key Employees

Michael Southers, General Manager – 23 Years Experience

Fred Cox III, Manager – 19 Years Experience

Aaron Clutter, Estimator/Project Manager – 11 Years Experience

John Lawson, Project Manager/Estimator – 20 Years Experience

Tony Berlin, Paving Superintendent – 32 Years Experience

Misty Lawson, Office Manager – 17 Years Experience

Gregory Cox, Construction Superintendent – 14 Years Experience

Jeff West, Surveyor/Project Manager – 37 Years Experience

Shane McKinley, Shop Manager – 13 Years Experience