

**VILLAGE OF ASHVILLE
200 EAST STATION STREET
ASHVILLE, OHIO 43103**

CONTRACT PROPOSAL

AND

SPECIFICATIONS

FOR

**GRIGGS STREET RAILROAD CROSSING
RELOCATION PROJECTS
OPWC PROJECT CT81P/CT82P**

LETTING DATE: September 17, 2014

CONTRACTOR: _____

**MAYOR
CLERK/TREASURER
VILLAGE ADMINISTRATOR**

**CHUCK WISE
APRIL GRUBE
FRANKLIN CHRISTMAN**

**VILLAGE OF ASHVILLE
200 EAST STATION STREET
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Franklin Christman
Village Administrator

Consulting Engineer:
Pomeroy & Associates Ltd.
599 Scherers Court
Worthington, Ohio 43085
614-885-2498

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VILLAGE OF ASHVILLE PROJECTS

BIDDER'S CHECKLIST

DISCLAIMER- This checklist is not intended to relieve the bidder of the responsibility to provide other required documents. Rather, this checklist is offered merely to serve as an aid in assisting in the preparation of the bid. Notice is hereby given that the failure to submit all required documents duly and properly constituted including but not limited to all required signatures may result in the rejection of your bid on the basis that the bid is non-responsive.

- Type of Proposal Guaranty and amount (expressed in dollars) - P-2
- Name and address of Bidder - P-2
- Unit Price and Lump Sum Bid Sheets Completed
- Completed application for certification attached
- Bid totaled
- Receipt of Addenda Acknowledged - P-3
- Proposal signed by authorized person and dated - P-3
- Qualifications and Resources of Bidder completed - P-4, 5, 6, 7
- Proposed subcontractor information completed - P-8, 9
- Non-Collusion Affidavit completed and notarized - P-10
- Proposal Guaranty

IF PROPOSAL BOND

- Bond Form completed - P-11
- Signature of Bidder and Surety - P-11
- Authority of Agent to bind Surety attached - P-12
- Financial statement of Surety attached - P-13
- Current State of Ohio Department of Insurance Certificate of Compliance - P-14

IF CERTIFIED CHECK

- Certified Check payable to "Village of Ashville, Ohio" attached

- Proposal Affidavit completed and notarized - P-15
- State of Ohio Equal Employment Opportunity Requirements & Bid Conditions for OPWC-Assisted Construction Projects – Appendix A
- Submit **ENTIRE** Bid Submittal Document in sealed envelope.

BID INFORMATION

Sealed proposals will be received by the Village Administrator of the Village of Ashville, Ohio at the office of the Village Administrator, 200 East Station Street, Ashville OH 43103, until 3:00 p.m., Local Time, on **Wednesday, September 17, 2014**, and publicly opened and read at that hour and place for the following project:

GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS **OPWC PROJECT CT81P/CT82P**

The Village of Ashville contact person for this contract is Chris Tebbe, PE, Village Engineer at (614)885-2498. The work for which proposals are invited consists of the relocation of a railroad crossing, storm sewer improvements, roadway removal, grading and paving and such other work as may be necessary to complete the contract in accordance with the plans and specifications. Copies of the Contract Documents, the bid book and the plans **in digital format** will be available for pickup starting August 27, 2014 and are on file at the office of the Village Administrator, 200 East Station Street, Ashville OH 43103. The documents are available to prospective bidders for a non-refundable cost of \$25.00 per set on a no-refund basis. No partial units will be released.

Proposals must be submitted on the proper forms contained in the Bid Submittal Documents and the Bid Submittal Documents containing the Proposal must be submitted **IN THEIR ENTIRETY** in a sealed envelope marked:

GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS **OPWC PROJECT CT81P/CT82P**

PROPOSAL GUARANTY

The bidder is required to submit a Proposal Guaranty, consisting of either a Proposal bond, in the form provided in the Bid Submittal Documents with a surety or sureties licensed to conduct business in the State of Ohio, or a certified check drawn on a solvent bank made payable to the Treasurer - Village of Ashville, Ohio. The amount of the guaranty shall not be less than ten (10) percent of the bid including all alternates submitted which increase the bid. A certified copy of the authority to act must accompany all bonds signed by an agent.

PREVAILING WAGE RATE

Attention of the bidder is called to the special requirements that are included in the Bid Submittal Documents regarding prevailing rates of wages to be paid.

CONTRACT PERFORMANCE AND PAYMENT BOND

A contract performance and payment bond of 100 percent of the amount of the contract with a surety or sureties licensed to conduct business in the State of Ohio according to Section 103.05 of the City of Columbus Construction & Materials Specifications, latest edition, will be required to assure the faithful performance of the work.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

Numbered paragraphs to which reference is made in these Bid Submittal Documents refer to the Ohio Department of Transportation Construction and Materials Specifications, latest edition and will become part of the terms and conditions of the contract to be awarded. Said specifications are hereby made a part of these Bid Submittal Documents. Bidders are required to examine Section 100, General Provisions, for the requirements necessary to submit a proposal. Copies of said Construction and Material Specifications may be examined and/or purchased at the office of the Ohio Department of Transportation, Office of Contracts, 1980 West Broad Street, Columbus, Ohio 43223 (614) 466-3778.

QUALIFICATION AND RESOURCE FACTORS FORM AND AFFIDAVIT OF BIDDER

Each responsive bidder shall submit with its bid, a completed Qualification and Resource Factors Form and a completed and notarized Affidavit of Bidder.

BID CANCELLATION AND REJECTIONS

The right is reserved by the Village Administrator of the Village of Ashville, Ohio to cancel the Advertisement for Bids, to reject any and/or all bids, to waive technicalities, to hold bids for a period of 180 days after the bid opening, and/or to advertise for new proposals, when it is in the best interest of the Village.

SUBSURFACE DATA

Subsurface data was not obtained for this project.

CONTRACT COMPLETION

The work under this contract shall be completed in a manner acceptable to the Village within **240** calendar days after the effective date of the Notice to Proceed.

SPECIAL REQUIREMENTS

Particular attention is called to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.

SPECIAL PROVISIONS

SP-1 STANDARD SPECIFICATIONS

The Village of Ashville requirements, together with the latest edition of the State of Ohio Department of Transportation and the City of Columbus Construction and Material Specification, shall govern all construction items, material, workmanship, etc. that are a part of this project, in force on the date of contract, unless otherwise noted. Except as such specifications are modified by the construction plan general notes and/or specifications or by the construction details set forth herein. The contractor shall also conform to requirements of the Village of Ashville general provisions and the standard City of Columbus detail construction drawings. If there are any discrepancies, the Village of Ashville requirements shall govern.

SP-2 MATERIAL STANDARDS

The equipment, items, devices, materials, forms of construction, fixtures, etc., named specifically in the Contract Documents have been carefully selected by the Village to establish a standard for the type and equality of articles to be furnished. The bid evaluation shall be based upon the furnishing of these named Standards by the Contractor.

Where a Standard is named accompanied by the words "or equal", the product of any source may be submitted for review and consideration provided that the product furnished is equal in all respects to the named Standard.

The Engineer shall be the sole judge and arbiter of the fitness of all items submitted for approval as "or equals". The Engineer alone shall determine the extent of any special features or modifications required to render an "or equal" item acceptable in all respects to the apparent and intrinsic features of the named Standard. In order for an item of material or equipment to be considered "an equal" to a named Standard, the alternate item must not detract from the quality of performance that would have been provided by the use of the named Standard. Determination of equality will consider materials of construction, design features, construction features, compatibility with adjacent items of work, performance parameters, maintainability, durability, operability, finish and workmanship, quality of service representation, maintenance and operation documentation, financial ability of the manufacturers, locations of successful installations, compliance with Bid Submittal Documents and other qualities that may affect the determination.

Should special features or modifications be required upon the product (or modifications to the adjacent features of the work be required to accommodate the product), such features or modifications shall be made at no additional cost to the Village. If the Engineer is not satisfied that the "or equal" item is an acceptable alternative to the named Standard, a named Standard shall be furnished by the Contractor at no additional cost to the Village.

SP-3 RIGHT OF PROPERTY IN MATERIALS

Nothing in the contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Village.

SP-4 TREE REMOVAL/ TRIMMING

When tree trimming and/or tree removal is necessary on Village property, the Contractor shall obtain the appropriate permits from the Village of Ashville Street Department. When tree removal and/or tree trimming is necessary in easements and/or on private property, the Contractor shall comply with the requirements of Section 201-Clearing and Grubbing of the City of Columbus, Construction and Material Specifications, latest edition.

SP-5 SEEDING AND MULCHING

The areas to be seeded, mulched and fertilized and paid for under this item shall include all site areas designated by the Engineer, and areas within the right-of-way and within the permanent and construction easement areas. All areas outside the easement areas which have been disturbed or destroyed by the Contractor shall be restored and seeded by the Contractor at his own expense. The unit of payment for seeding and mulching will be square yards.

SP-6 PRECONSTRUCTION CONFERENCE REQUIRED

No work shall be commenced under this Contract until a Preconstruction Conference has been held at the Village offices. In general, 14 days are required to notify all interested parties of a Preconstruction Conference. Upon confirmation of a valid Contract, the Village will mail Preconstruction Conference notices to all interested parties by first-class mail. The Contractor shall take due note of this requirement and aid in the timely scheduling of the Preconstruction Conference to avoid unnecessary delays in the commencement of the work.

SP-7 DEWATERING

Any well, well point, pit, or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of Section 3745-9-10 of the Ohio Administrative Code or in accordance with the provisions of this plan or as directed by the Director of OEPA or his representative.

Any person installing any well, well point, pit or other device used for the purpose of removing ground water from an aquifer shall complete and file a Well Log and Drilling Report form with the Ohio Department of Natural Resources, Division of Water, within 30 days of the well completion in accordance with the Ohio Revised Code Section 1521.01 and 1521.05. In addition, any such facility that has a capacity to withdraw waters of the state in an amount greater than 100,000 gallons per day from all sources shall be registered by the owner of the withdrawal device with the Chief of the Division of Water, Ohio Department of Natural Resources, within three months after the facility is completed in accordance with Section 1521.16 of the Ohio Revised Code. For copies of the necessary well log, drilling report, or registration forms, please contact:

Division of Water
Ohio Department of Natural Resources
Fountain Square
Columbus, Ohio 43224-1387
(614) 265-6717

The Contractor shall be solely responsible to ODNR for the registry, maintenance and abandonment of any withdrawal device used in the construction of the project.

SP-8 LITIGATION

All claims, counterclaims, disputes and other matters in question between the Village, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Pickaway, State of Ohio, and the law of Ohio shall govern.

SP-9 INTERPRETATIONS AND ADDENDA

Questions as to the interpretation of the Contract Documents shall be submitted in writing to the Chris Tebbe, PE, Village Engineer, Pomeroy & Associates, 599 Scherers Court, Worthington, OH 43085. In order to receive consideration, questions must be received at least seven (7) days prior to the date fixed for the opening of bids. Any interpretations of questions so raised, which in the opinion of the Village or its representative require interpretations, will be issued by Addenda mailed, faxed or delivered to holders of record no later than five (5) days prior to the date fixed for the opening of bids. The Village or its representative will not be bound by any oral interpretations which are not reduced to writing and included in the addenda.

SP-10 INCREASED OR DECREASED ITEMS

The description of unit price items in the proposal which are identified as "increase or decrease" items are so identified for the purpose of establishing a unit price for payment for increases or decreases in the particular item during performance of the work. For the purpose of bid preparation and evaluation, all such "increase or decrease" items shall be computed as increases.

SP-11 SPECIALTY ITEMS

The following items in this contract, if sublet, will be treated as "Specialty Items":

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ITEM NO.</u>	<u>DESCRIPTION</u>
-----------------	--------------------	-----------------	--------------------

SP-12 SHUT-OFF OF UTILITIES

In the event that the work requires a shut-off of any public or private utilities, the Contractor shall notify the affected subscribers of the time of such shut-off and the probable time that service will be restored. The Contractor shall make such notification at least 48 hours prior to such shut-off, unless otherwise directed by the Engineer.

All shut-offs and turn-ons will be made under the direction and supervision of personnel of any affected utilities and the Contractor shall furnish all assistance required including tools and equipment. The time and place of such shut-offs shall be designated by the Engineer.

The cost of the work in this article shall be included in the price bid for the various items and no additional payment will be made for said work.

SP-13 TAXES

The Contractor shall include in its bid and pay all state and local sales, consumer and use taxes. Materials purchased for incorporation into the work will be exempt from State of Ohio and local sales tax. The Contractor shall make arrangements with the Village Tax Officer to fulfill any obligations regarding the Ashville Village Income Tax. Failure to comply with the Village Tax requirements will cause payment of retainage to be delayed by the Village in addition to other remedies allowed by the law.

SP-14 CONTINGENCY

Bid Item - Special – “Force Account” shall be fifteen percent of the total of all Bid Items listed on the Bid Proposal Sheets. All or portions of this item will be paid to the Contractor only in the event of unforeseen conditions or changes in the work that results in an executed change order. This item does not represent a cap or limit on the total cost of project change orders. Refer to provisions in CMS Sections 104.03 and 109.04.

SP-15 COMPUTERIZED BID SHEET

Bidders may submit an 8 1/2" x 11" computerized bid sheet or sheets attached to the bid proposal. The computerized bid sheet or sheets must meet the following requirements:

1. reference numbers, description, units and quantities included,
2. a unit price per/item,
3. an extension price per/item,
4. project name, number, and date on each sheet,
5. subtotals and totals clearly identified,
6. blanks where appropriate,
7. in the event of a deleted item - the word *deleted* inserted,
8. lines between columns and items,
9. each page numbered,
10. a general summary of subtotals must be shown on the last sheet,
11. the contractor's contract compliance number must appear on each computerized sheet,
12. the following statement must appear on the last sheet of the computerized bid: "The bidder's TOTAL is only for reference at the bid opening. The Village will verify that the TOTAL price and the individual unit and/or lump sum prices correspond. If there is a discrepancy, the unit and/or lump sum prices shall govern."

Be advised further that the bidder is solely responsible to prepare its computerized bid sheets in accordance with the above requirements and Section 102.06 of the CMS, failure to fully comply with the designated format shall result in the rejection of the bidder's bid.

SP-16 FORCE ACCOUNT WORK

The specific Sections of 109.05 of the CMS are amended as follows:

Labor:

For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the rate of wages and fringe benefits currently in effect at the time the work is performed for each and every hour that said labor and foremen are actually engaged in such work. To which may be added an amount equal to 38% of the sum thereof (wages and fringe benefits).

In addition to the above, the Contractor can receive the actual cost of Social Security Tax, Workers' Compensation and State and Federal Unemployment Insurance by itemizing the above items. This percentage will be taken on the Wages Paid.

In lieu of itemizing the above items, 15% of the sum of Wages and Fringe Benefits may be added.

Material:

For materials accepted by the Engineer, the Contractor shall receive the actual cost of such materials delivered to the project and used. To this, the sum of 15% may be added.

Equipment (Owned):

For any machinery or special equipment, other than small tools, which may be deemed necessary or desirable to use, for the Force Account, the Contractor shall receive payment for said equipment actually engaged in such work (hourly, daily, weekly or monthly). For all machinery or special equipment already employed on the project site at the time of said work, the Rental Rate Blue Book shall apply. The monthly rate will be divided by 176 to arrive at the hourly rate.

Stand-by or Idle Equipment:

With the Engineer's approval all equipment that was idled will be paid for by the hourly rate of compensation which will be monthly rate times a factor of 0.50 divided by 176 hours per month, with no operating costs added.

Equipment (Rental):

For equipment that is rented and used on force account, 15% may be added to the rental price.

Supervisor's Transportation:

A flat hourly rate, which includes fuel and lubricants, will be arrived from the Rental Rate Blue Book, monthly rate divided by 176.

Operating Costs:

For all equipment except the supervisor's transportation, for every hour worked, you may add the estimated operating cost as outlined in the Rental Rate Blue Book.

Subcontracted Work:

For work performed by an approved subcontractor, the Prime will be allowed to add 5% to cover administrative cost, not to exceed \$5,000.00.

SP-17 PROPOSAL GUARANTY OR BOND.

Section 102.08 of the CMSC is revised and amended as follows:

“No proposal will be considered unless accompanied by a bond or certified check drawn on a solvent bank made payable to the Village of Ashville, Ohio, in an amount not less than 10 percent of the Bidder’s Proposal, conditioned upon execution of the contract and the furnishing of a performance bond in the event the contract is awarded to the bidder. The amount of the bid bond shall be expressed either as a percentage of the total bid (10%) or numerically in dollars and cents. The amount indicated in the proposal bond shall include the amount of the bid including all alternatives submitted which increase the bid. The bond amount shall be equal to or exceed 10 percent of this total amount.”

SP-18 CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

SP-19 EQUAL BUSINESS OPPORTUNITIES INFORMATION.

The Village of Ashville encourages the participation of certified minority and female business enterprises. All bidders/offerors shall identify all such subcontractor(s) who will perform any type of contracting on Village bid/proposal(s). All bidders/offeror(s) shall include in their bid/proposal response the anticipated cost and scope of work performed by all subcontractor(s).

PROPOSAL

TO THE VILLAGE OF ASHVILLE, OHIO FOR construction of:

GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS **OPWC PROJECT CT81P/CT82P**

and doing such other work incidental thereto, all in accordance with the Contract Drawings, the appurtenant reference drawings and specifications provided therefore.

The signer of this Proposal, as bidder, understands that the work for which this Proposal is submitted is based on the prevailing wage rates herein, which prevailing wage rates, if the Contract is awarded to the said bidder and entered into by the Village of Ashville, Ohio, and the said bidder, will be paid to the various classes of labor employed upon the work.

EVERY BIDDER MUST TAKE NOTICE OF THE FACT THAT EVEN THOUGH ITS PROPOSAL MAY BE ACCEPTED AND THE DOCUMENTS SIGNED BY THE BIDDER TO WHOM AN AWARD IS MADE AND BY THE VILLAGE ADMINISTRATOR ON BEHALF OF THE VILLAGE, THAT NO SUCH AWARD OR SIGNING BY THE VILLAGE ADMINISTRATOR ON BEHALF OF THE VILLAGE, SHALL BE CONSIDERED A BINDING CONTRACT WITHOUT APPROVAL OF LEGISLATION BY VILLAGE COUNCIL AUTHORIZING SUCH CONTRACT AND/OR EXPENDITURES, THE PROPER CERTIFICATE BY THE VILLAGE AUDITOR THAT FUNDS ARE AVAILABLE TO COVER THE COST OF THE WORK TO BE DONE, NOR WITHOUT THE APPROVAL OF THE VILLAGE ATTORNEY AS TO THE FORM AND LEGALITY OF THE CONTRACT AND ALL THE PERTINENT DOCUMENTS RELATING THERETO HAVING BEEN APPROVED BY SAID VILLAGE ATTORNEY. AND SUCH BIDDER IS HEREBY CHARGED WITH THIS NOTICE.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal are named in this Proposal, that the bidder has carefully examined the Advertisement, Contract, Specifications, Supplemental Specifications, Special Provisions, Contract Bond, and Contract Drawings that the bidder's representative has made such investigation as is necessary to determine the character and extent of the work and it proposes and agrees that if this Proposal be accepted the bidder will contract with the Village of Ashville, Ohio, in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, tools, and apparatus, to do all the work required to complete the Contract within the time mentioned in the Special Provisions and according to the requirements of the Village as herein and hereafter set forth, and furnish the required surety bonds for the following prices, to wit:

If the foregoing proposal shall be accepted by the Village of Ashville, Ohio, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement hereto attached, then the Village may, at its own option, determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal shall be forfeited to and become the property of the Village, and the full amount of said check shall be retained by the Village, or if the proposal bond be given, the full amount of such bond shall be paid to the Village as stipulated or liquidated damages, otherwise the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Indicate Form of Proposal Guaranty

Attached hereto is a certified check made out to The Ashville Village Treasurer on _____ Bank, for the sum of _____ (\$ _____) Dollars, according to the terms of the Advertisement.

Attached hereto is a bond on _____ as surety, for the sum of _____ (\$ _____) according to the terms of the Advertisement.

The full names and residential addresses of all persons and parties interested in the foregoing bid are as follows: (If corporation, give the name and full addresses of the President and Secretary; if firm or partnership, list not only the names and addresses of the partners, but also the name and address of any person with whom bidder has any type of agreement whereby such person's improvement, enrichment, employment or possible benefit whether subcontractor, material supplier, agent, or employee is contingent upon the award of the contract to the bidder).

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RECEIPT OF ADDENDA ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt and acceptance of the following Addenda and further acknowledges that the provisions of each addendum have been included in the preparation of this bid:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PROPOSAL SIGNATURE

THIS PERSON SIGNING SHALL, IN THEIR OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THEIR OWN NAME AND THEIR TITLE. THE PERSON SIGNING FOR A CORPORATION MUST, BY AFFIDAVIT, SHOW THEIR AUTHORITY TO BIND THE CORPORATION.

_____ Firm

By _____ Title _____

Business Address of Bidder _____

_____ Telephone _____

Dated at _____ this _____ day of _____, 2014.

QUALIFICATIONS AND RESOURCES OF BIDDER

At the time of bid, the bidder is required to provide detailed information on the forms herein, or on sheets attached to this page, evidence of the Bidder's responsibility, experience, skill and financial standing to complete this contract in the time allotted in the Special Provisions. This information will be used by the Village to determine if the proposal is the lowest responsible and responsive bid. If necessary, the Village may make other such investigations to determine the ability of the bidder to perform the work. The bidder shall furnish to the Village or its representative, in a timely manner all such information and data for this purpose as the Village or its representative may request.

1. List similar projects completed in the last 5 years including Owner's name, Project Name and Location, original completion date, final completion date, original contract amount, final contract amount and Owners contact person and telephone number.

A.
Owner _____ Contact Person and Telephone No. _____

Project _____ Original Contract Amount _____

Original Completion Date _____ Final Contract Amount _____

Final Completion Date _____

B.
Owner _____ Contact Person and Telephone No. _____

Project _____ Original Contract Amount _____

Original Completion Date

Final Contract Amount

Final Completion Date

C.
Owner _____

Contact Person and Telephone No.

Project _____

Original Contract Amount

Original Completion Date

Final Contract Amount

Final Completion Date

D.
Owner _____

Contact Person and Telephone No.

Project _____

Original Contract Amount

Original Completion Date

Final Contract Amount

Final Completion Date

2. List all current uncompleted private and public work including the same appropriate information asked for in No 1.

A.
Owner _____

Contact Person and Telephone No.

Project _____

Original Contract Amount

Original Completion Date

B.
Owner _____

Project _____

Original Completion Date

C.
Owner _____

Project _____

Original Completion Date

D.
Owner _____

Project _____

Original Completion Date

Contact Person and Telephone No.

Original Contract Amount

Contact Person and Telephone No.

Original Contract Amount

Contact Person and Telephone No.

Original Contract Amount

3. Identify your manpower and equipment owned and rented that are available to perform this work _____

4. Have you ever been assessed liquidated damages in the last 5 years?

Yes _____ No _____

If yes give details _____

5. Have you ever been debarred from bidding by any local, State or Federal agency?

Yes _____ No _____

If yes provide details _____

6. Who will be the Project Engineer, Project Manager and/or Project Superintendent for this Project? _____

PROPOSED SUBCONTRACTORS

Subcontractor No. 1: _____

Address: _____

Principal's Name: _____ Phone No. : _____

Subcontract Amount: \$ _____ Percentage of total dollar amount _____ %

Scope of Work: _____

Subcontractor No. 2: _____

Address: _____

Principal's Name: _____ Phone No. : _____

Subcontract Amount: \$ _____ Percentage of total dollar amount _____ %

Scope of Work: _____

Subcontractor No. 3: _____

Address: _____

Principal's Name: _____ Phone No. : _____

Subcontract Amount: \$ _____ Percentage of total dollar amount _____ %

Scope of Work: _____

Subcontractor No. 4: _____

Address: _____

Principal's Name: _____ Phone No. : _____

Subcontract Amount: \$ _____ Percentage of total dollar amount _____ %

Scope of Work: _____

Subcontractor No. 5: _____

Address: _____

Principal's Name: _____ Phone No. : _____

Subcontract Amount: \$ _____ Percentage of total dollar amount _____ %

Scope of Work: _____

Subcontractor No. 6: _____

Address: _____

Principal's Name: _____ Phone No. : _____

Subcontract Amount: \$ _____ Percentage of total dollar amount _____ %

Scope of Work: _____

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the bid to be considered)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn,

(Person)

deposes and says that he/she is _____

(Sole owner, partner, president, secretary, etc.)

of _____

(Firm)

the party making the foregoing proposal or bid; that to the best of his/her knowledge and belief:

1. The prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor.
2. Neither the Bidder nor any of its officers or directors have any financial or ownership interest in or are affiliated in any way with any other bidder on the same Contract.
3. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.
4. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Affiant)

Sworn to and subscribed before me _____ day of _____, 2014.

(Notary Public)

_____ County, Ohio.

My Commission expires:

PROPOSAL BOND

(Not to be filled out if a Certified check is submitted)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____, as Contractor/Principal and _____, as surety, are held and firmly bound unto the Village of Ashville, Ohio, in the sum of _____ (\$ _____) Dollars, for the payment of which, 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 IF THE ATTACHED PROPOSAL OF _____ for the construction of the **GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS OPWC PROJECT CT81P/CT82P**, as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided therefore, all within the Village of Ashville, is accepted and the Contract awarded to the above named bidder, and the said bidder shall within ten (10) days after notice of said award enter into a contract, in writing, and furnish the required Contract Bond with surety, or sureties, approved by the Village Administrator, this obligation shall be void, otherwise the same shall be in force and virtue by law, and the full amount of this Proposal Bond will be paid to the Village, as stipulated or liquidated damages.

Signed this _____ day of _____, 2014.
(Contractor/Principal must indicate whether Corporation, Partnership, Company or Individual).

(Contractor/Principal)

THE PERSON SIGNING FOR THE CONTRACTOR/PRINCIPAL AND THE SURETY SHALL SIGN THEIR OWN NAME AND INDICATE THEIR TITLE. PERSONS SIGNING FOR CORPORATIONS SHALL SHOW THEIR AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(Corporation, Partnership, Company or Individual)

By _____

(Title)

(Surety)

By _____

(Title)

ATTACH SURETY POWER OF ATTORNEY

ATTACH SURETY FINANCIAL STATEMENT

**ATTACH STATE OF OHIO DEPARTMENT OF
INSURANCE CERTIFICATE OF COMPLIANCE**

PROPOSAL AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation.)

County of _____

State of _____

_____, being duly sworn, deposes and says that he/she is
(Name of Affiant)

Secretary of _____

A corporation organized and existing under and by virtue of the laws of the

State of _____ and having its principle office at

(Number and Street)

(City/State)

(Zip Code)

Affiant further says that he/she is familiar with the records, minute books and by-laws of

_____. Affiant further says

that _____ is _____

(Name of person signing proposal/contract)

(Title)

of the Corporation and is duly authorized to sign the contract for:

GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS
OPWC PROJECT CT81P/CT82P

for said Corporation by virtue of _____

(State whether a provision of by-laws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

Signature of Affiant*

Sworn to before me and subscribed in my presence this _____ day of _____, 2014.

Notary Public in and for

(County)

(State)

*Affiant must be someone other than the signer of proposal/contract.

CONTRACT

THIS CONTRACT, pursuant to Ordinance No. _____, passed the ____ day of _____, 2014, made and entered into this ____ day of _____, 2014, by and between the Village of Ashville, State of Ohio, acting by and through its Village Administrator hereinafter designated the Village, and

(Contractor)

of the City of _____ County of _____ and State of _____ hereinafter designated the Contractor, WITNESSETH: That the parties to these presents, each in consideration of the undertaking, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed to, do hereby undertake, promise and agree, the Village itself, its successors and assigns, and the Contractor for itself and its heirs, executors, administrators, successors and assigns, as follows:

The Contractor, in consideration of the sum of \$_____ herein specified to be paid by the Village to the Contractor, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment for

GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS
OPWC PROJECT CT81P/CT82P

in accordance with the Proposal and in accordance with the Specifications, and Special Provisions, together with the Advertisement, Proposal and Bonds hereto attached, and the drawings therein referred to, are hereby made a part of this Agreement, all of said work to be fully completed to the satisfaction of the Village by the time set forth in the special provisions.

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Village may avail itself of any or all remedies provided in its behalf in the Contract and shall have the right and power to proceed with the provisions thereof.

THE CONTRACTOR HEREBY AGREES TO HOLD THE VILLAGE FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COST, EXPENSES, JUDGEMENTS OR DECREES, RESULTING FROM ANY OPERATIONS OF SAID CONTRACTOR, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES.

And, pursuant to Title Nine - Taxation, Chapter 181 Income Tax, Section 181.07 Payment of Tax, Village of Ashville, 1999:

(b) Collection at Source.

(1) In accordance with rules and regulations prescribed by the Administrator, each employer within or doing business within the Village of Ashville shall deduct, at the time of the payment of such salary, wages, commissions or other compensation, the tax of one percent (1.0%) per annum of the gross salaries, wages, commissions or other compensation due by the said employer to said employee and shall, on or before the last day of each month, make a return

and pay to the Administrator the amount of taxes so deducted during the previous month, provided, however, that if the amount of the tax so deducted by any employer in any one month is less than one hundred dollars (\$100.00), the employer may defer the filing of a return and payment of the amount deducted until the last day of the month following the end of the calendar quarter in which such month occurred.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hand and seals and have executed this Agreement, in triplicate, the day and year first above written.

(Contractor must indicate whether Corporation, Partnership, Company or Individual)

THE PERSON SIGNING FOR THE CONTRACTOR SHALL SIGN THE PRINCIPAL'S NAME, THEIR OWN NAME AND TITLE. WHERE THE PERSON IS SIGNING FOR A CORPORATION, THEY MUST, BY AFFIDAVIT, SHOW THEIR AUTHORITY TO BIND THE CONTRACTOR.

THE CONTRACTOR

(Name of Firm)

BY _____

(Title)

Contract Compliance Certification No.

**THE VILLAGE OF ASHVILLE,
OHIO**

Franklin Christman
Village Administrator

SIGNATURE AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation.)

County of _____

State of _____

_____, being duly sworn, deposes and says that he/she is
(Name of Affiant*)

Secretary of _____

A corporation organized and existing under and by virtue of the laws of the

State of _____ and having its principle office at

(Number and Street)

(City/State)

(Zip Code)

Affiant further says that he/she is familiar with the records, minute books and by-laws of

_____. Affiant further says

that _____ is _____
(Name of person signing proposal/contract) (Title)

of the Corporation and is duly authorized to sign the contract for:

GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS
OPWC PROJECT CT81P/CT82P

for said Corporation by virtue of _____

(State whether a provision of by-laws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

Signature of Affiant*

Sworn to before me and subscribed in my presence this _____ day of _____, 2014.

Notary Public in and for

(County)

(State)

*Affiant must be someone other than the signer of proposal/contract.

VILLAGE AUDITOR'S CERTIFICATION – PURCHASE ORDER

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____, as principal, and _____, as sureties, are hereby held and firmly bound into the Village of Ashville, Ohio, in the sum of _____ (\$ _____) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 2013, enter into a contract with the Village of Ashville, Ohio for _____

_____, which said Contract is made a part of the bond the same as though set forth herein. Now, therefore, if said _____ shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subcontractors, material suppliers and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; and shall keep the work in repair for a period of one year after the date of final acceptance of the work as described hereinabove, and shall indemnify, save and hold harmless the Village of Ashville, Ohio from all liens, charges, losses, costs and damages of every kind and nature whatsoever, including damages to property and persons caused by the acts of negligence of said Contractor and/or deficiencies in materials; we agreeing and asserting that this undertaking shall be for the benefit of any material suppliers 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 amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that, upon receiving written notice from the Village of Ashville that the principal has failed to perform the things agreed by it to be done according to the terms of the Contract, or to pay lawful claims of subcontractors, material suppliers and laborers, then the surety shall assume the performance of these things and make such payments in lieu of the principal; and shall undertake to do so within ten days of receipt of written notice from the Village of Ashville. The said surety hereby stipulates and agrees that it understands the usual case in work of the class included in the Contract to be that, in the event of default or failure to perform or make payment by the principal, the actual net cost of completing the Contract and paying lawful claims is likely to exceed the remaining monies due under the Contract. The surety further stipulates and agrees that its obligation includes the complete performance of all remaining items under the Contract and the payment of all lawful claims for labor performed and materials furnished in the Contract, without regard to the amount of remaining monies due under the Contract.

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.

(Contractor must indicate whether Corporation, Partnership, Company or Individual)

(Contractor)

(Corporation, Partnership or Individual)

By _____

(Title)

THE PERSON SIGNING FOR THE CONTRACTOR AND THE SURETY SHALL SIGN THEIR OWN NAME AND INDICATE THEIR TITLE. THE PERSONS SIGNING FOR CORPORATIONS SHALL SHOW THEIR AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(Surety)

By _____

Village Attorney, Village of Ashville, Ohio

I hereby approve the form and correctness of the foregoing Contract and Bond.

_____, 2014.

ATTACH SURETY POWER OF ATTORNEY

ATTACH SURETY FINANCIAL STATEMENT

**ATTACH STATE OF OHIO DEPARTMENT OF INSURANCE
CERTIFICATE OF COMPLIANCE**

DELINQUENT PERSONAL PROPERTY TAX

Section 5719.042, ORC

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was 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 the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO _____

COUNTY OF _____

_____, being first duly sworn,
deposes and says that he/she is _____ of _____
(Sole owner, a partner, president, secretary, etc.)

_____,
the successful bidder on the attached contract with the Village of Ashville for the construction of the
GRIGGS STREET RAILROAD CROSSING RELOCATION PROJECTS
OPWC PROJECT CT81P/CT82P

and for the purpose of complying with Section 5719.042 of the Ohio Revised Code states that at
the time the bid for said contract was submitted, said bidder _____ charged with
(was/was not)

delinquent personal property taxes on the general tax list of personal property of a county in
which the Village of Ashville has territory (presently Pickaway County). The amount of such
due and unpaid delinquent taxes, penalties and interest thereon is as follows.

TAXES	PENALTIES & INTEREST	COUNTY
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

(Affiant)

Sworn to and subscribed before me this _____ day of _____, 2014.

(Notary Public)

My commission expires:

For Fiscal Officer's Use Only Auditor
Contract No. _____
Copy Mailed to County Treasurer
Date _____ Initials _____

ATTACH CERTIFICATE OF INSURANCE

ATTACH WORKERS' COMPENSATION CERTIFICATE

EQUAL OPPORTUNITY CLAUSE

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or termination, rates of pay or other forms of compensation, and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

It is the policy of the Village of Ashville that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the Village.

The contractor shall permit access to any relevant and pertinent reports and documents by the Administrator for the sole purpose of verifying compliance with this Article, and with the regulations of the Contract Compliance Office. All such materials provided to the Administrator by the contractor shall be considered confidential.

The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

The contractor and subcontractors shall comply with all provisions of the “State of Ohio Equal Employment Opportunity Requirements & Bid Conditions for OPWC-Assisted Construction Projects” as detailed in Appendix A of this bid package.

Failure or refusal of a contractor or subcontractor to comply with the provisions of “State of Ohio Equal Employment Opportunity Requirements & Bid Conditions for OPWC-Assisted Construction Projects”, may result in cancellation of this contract.

PREVAILING WAGES

Prevailing Rates of Wages

The attention of the bidder is directed to the Provisions of Chapter 4115 of the Ohio Revised Code which require the Contractor to whom the award is made, and all of its subcontractors, to pay not less than the prevailing rates of wages, in the locality where the work is to be performed, for the classes of work called for by this public improvement.

The Contractor shall inform itself fully as to these provisions, particularly those of Section 4115.05 which provides, in effect, that the wages to be paid on public improvements shall be not less than those ascertained by the Department of Industrial Relations as prevailing in a given locality at the date a contract is made.

Section 4115.07 of the Revised Code of the State of Ohio provides that all Contractors or Subcontractors falling within or affected by Section 4115.03 to 4115.14, inclusive, of the Ohio Revised Code, shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the minimum prevailing rates of wages, as set forth in the Contract. Such payroll records shall not be destroyed or removed from the State for a period of one (1) year following the completion of the Contract in connection with which records are made.

At any time during the life of the Contract, the Village may demand that the Contractor and/or its subcontractors submit an affidavit stating that wages have been paid for the pay period or periods in question in conformance with the minimum rates set forth in the contract. Such affidavit must be supported by the certified copy of his detailed payroll records and shall show the individuals by name, classification and pay rate on the Contractor's payroll each day of the period, together with the deductions, which may have been made. The Village may withhold payments of any estimate pending the submission of the affidavit and certified payroll records. If minimum wage requirements have not been met in accordance with the terms of the Contract, payment of estimate may be withheld until the Contractor and/or Subcontractor has complied.

UPON COMPLETION OF THE WORK AND PRIOR TO THE PAYMENT OF THE FINAL ESTIMATE, THE CONTRACTOR SHALL SUBMIT AN AFFIDAVIT STATING THAT WAGES HAVE BEEN PAID IN CONFORMANCE WITH THE MINIMUM RATE SET FORTH IN THE CONTRACT.

The affidavit must be executed and sworn to by the Officer or Agent of the contractor or subcontractor who supervises the payment of employees, before the Village will release the Surety and/or make final payment due under the terms of the Contract.

The following schedule of prevailing rates of wages in Pickaway County, Ohio, as ascertained and determined by the Department of Industrial Relations on the date indicated on the following page is hereby made a part of this contract as required by the Ohio Revised Code.

THIS CONTRACT REQUIRES THE PAYMENT OF THE "BASIC HOURLY RATES" PLUS THE "FRINGE BENEFITS PAYMENTS" FOR EACH CLASSIFICATION ALL IN ACCORDANCE WITH U.S. DEPARTMENT OF LABOR REGULATIONS, TITLE 29, SECTION A, PART 5, SECTIONS 5.31 AND 5.32 DATED MARCH 1, 1966.

CONTRACTORS WILL REFER TO SECTION 122 OF THE STATE AND LOCAL FISCAL ASSISTANCE ACT, 1972 - "NONDISCRIMINATION PROVISION".

(SAMPLE)
AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR

PREVAILING WAGES

I, _____,
(Name of person signing affidavit) (Title)

of the _____, do hereby certify that the wages paid to all
employees for the full number of hours worked in connection with the Contract to the
Improvement, Repair and Construction of:

(Project, Location and Auditors Contract No.)

during the following period from _____ to _____

is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been
directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 2014.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or
Subcontractor who supervises the payment of employees, before the owner will release the surety
and/or make a final payment due under the terms of the Contract.

SUPPLEMENTAL SPECIFICATIONS

(See Enclosed CD)

NORFOLK SOUTHERN - SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS

(Note: This project involves entering and operating adjacent to and within an active Railroad Right-of-Way. The contractor shall comply with all requirements established and enforced by Norfolk Southern. All work shall be coordinated with Norfolk Southern.)

STANDARD DRAWINGS

(See Enclosed CD)

PREVAILING WAGE RATES

(See Enclosed CD)

APPENDIX A

**State of Ohio Equal Employment Opportunity Requirements & Bid Conditions for
OPWC-Assisted Construction Projects**

(See Enclosed CD)

CONSTRUCTION PLANS

(ATTACHED)