

VILLAGE OF ASHVILLE, OHIO
SANITARY SEWER IMPROVEMENTS 2016
(PART B)

BID PACKET

The Contractor shall submit his Bid on the forms provided in this Bid Package. Do not detach forms bound into the Project Manual. Attach additional pages and documentation as necessary.

Forms in this package:

1. Section 00 2113, "Instructions to Bidders". (for information only)
2. Section 00 4113, "Unit Price Bid Form".
3. Section 00 4313, "Bid Security".
4. Section 00 4325, "Substitution Request Form".
5. Section 00 4336, "Proposed Subcontractors Form".
6. Section 00 4513, "Bidder's Qualifications".
7. Section 00 4515, "OEPA WPCLF Program Requirements"
 - a. Contractor Equal Employment Opportunity (EEO) Certification
 - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - c. DBE Forms 1A and 1B
 - 1) To be submitted with bid package OR within 2 weeks of bid opening.
 - d. American Iron & Steel Sign-off Form.
8. Section 00 4519, "Non-Collusion Affidavit".
9. Section 00 4529, "Personal Property Tax Disclosure Affidavit".

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SECTION 00 2113

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- A. Each Bidder shall include in the Bid a detailed account of its experience, skill, financial standing, and equipment available to perform the work. Each Bid must contain evidence of Bidder's qualification to do business in Ohio or covenant to obtain such qualification prior to award of the Contract.
- B. The Owner may make investigations to determine the ability of the Bidder to perform the Work. When required, the Bidder shall present evidence of its experience in similar Work and that it has the necessary equipment and financial resources to provide materials and complete the Work in a satisfactory manner in the time specified.
- C. No Bid will be accepted from, or Contract awarded to, any person, firm, or corporation in arrears or in default to the Owner upon any debt or Contract, or a defaulter as surety upon same, or has failed to perform faithfully any previous Contract with the Owner.
- D. The Owner reserves the right to reject any Bidder who is in default on any debt or Contract or is a defaulter as surety upon same, or has failed to perform faithfully any previous Contract.

1.2 BIDDING DOCUMENTS

- A. The Bidding Documents consist of all items listed in the Table of Contents. Requirements of any one item apply to the Work of all others. It is the responsibility of each Contractor and Subcontractor to review each Document in detail for Work of its trade and how the Work of other trades affects its Work.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. In making copies of the Bidding Documents available on the above terms, the Owner and the Engineer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
- D. Specification Sections are edited from a master with fixed numbers. Therefore, Section numbers may not run sequentially. 33 0577 may be followed by 33 3000, etc. Pages of each Section are numbered consecutively, starting with Page 1. Each Section ends with the statement: "END OF SECTION _____". If any pages are missing from the issued Documents, contact the Engineer for replacement. Each Bidder is responsible for all Work shown or specified, whether or not pages are missing from an issued Document.
- E. The organization of the Specifications into Divisions, Sections and Articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each

Section may be used as a unit of Work, or Sections may be combined as a unit of Work or subdivided into several units of Work.

- F. The captions, headings or titles in this Project Manual are for convenience only and in no way define, limit or describe the scope or intent of any provisions, paragraphs, Divisions, or Sections of this Project Manual.

1.3 CONTRACT REQUIREMENTS

- A. Type of Contract: Lump sum proposal.
- B. Liquidated Damage: Refer to Division 01 Section "Supplementary Conditions".
- C. Contract Completion: All work shall be substantially complete within 305 days, and final completion shall be within 365 days of entering into Contract.

1.4 PREPARATION OF BIDS

- A. General: The following items shall be used without variation by all Bidders and submitted with the Bid.
 - 1. Section 00 2113, "Instructions to Bidders". (for information only)
 - 2. Section 00 4113, "Unit Price Bid Form".
 - 3. Section 00 4313, "Bid Security".
 - 4. Section 00 4325, "Substitution Request Form".
 - 5. Section 00 4336, "Proposed Subcontractors Form".
 - 6. Section 00 4513, "Bidder's Qualifications".
 - 7. Section 00 4515, "OEPA WPCLF Program Requirements"
 - a. Contractor Equal Employment Opportunity (EEO) Certification
 - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - c. DBE Forms 1A and 1B
 - 1) To be submitted with bid package OR within 2 weeks of bid opening.
 - d. American Iron & Steel Sign-off Form.
 - 8. Section 00 4519, "Non-Collusion Affidavit".
 - 9. Section 00 4529, "Personal Property Tax Disclosure Affidavit".
- B. Do not detach forms bound into the Bid Packet. Submit the Bid Packet in its entirety with the Bid Forms filled in. Do not submit the project manual.
- C. Fill in all blanks.
- D. Bidders shall base their Bids on materials, equipment or processes specified.
- E. Signatures
 - 1. Bids shall be signed with the name typed below the signature. If the Bidder is a corporation, Bid shall be signed with the legal name of the corporation, followed by the legal signature of an officer authorized to bind the corporation to a Contract. If other than a President or Vice President, a copy of authorization from the Board of Directors shall be attached. If the Bidder is a partnership, full names and addresses of each partner must be given and the Bid shall be signed by the number of partners required to bind the

partnership of the partners, using the term "Partner". If the Bidder is an individual, he shall use either the term "doing business as Builder" or "Sole Owner".

2. List the names and addresses of all parties financially interested in this Bid.

F. Bid Security

1. Each bidder shall submit with its bid a bid guaranty in the form of either a bond for the amount of 100 percent of the bid amount or a certified check, cashier's check, or letter of credit in the amount of 10 percent of the bid in accordance with Ohio Revised Code Section 153.54. The form of the bond shall be in accordance with the requirements of Ohio Revised Code Section 153.54.
2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the 7th day after the Effective Date of the Agreement or the 66th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within 14 days after the Bid Opening.
3. The Owner reserves the right to retain the Bid security of the three lowest Bidders until a responsible Bidder enters into Contract or until 60 days after Bid Opening Date, whichever is less.
4. If any Bidder refuses to enter into Contract, the Owner will retain its Bid Security as liquidated damages.

- G. Questions and Answers: Should any Bidder find discrepancies, inconsistencies, ambiguities, errors, or obvious omissions in the Documents, or should it be in doubt as to meaning, Bidder shall notify **Mr. Matthew Noelker** at AECOM (formerly URS), (614) 464-4500 (matthew.noelker@aecom.com), who will send written instructions to all Bidders. Such notification must be received **no later than 7 days before the bid date**. The Engineer will not be responsible for oral instructions. Oral or other interpretations or clarifications will be without legal effect.

H. Addendum

1. Bidders will be advised during the Bidding period by Addendum of additions or alterations to the Documents. Changes shall be included in the Work covered by the Bid and, in closing the Contract, will become a part thereof.
2. Bidders shall list on the Bid Form all addenda.

1.5 BIDDERS REPRESENTATION

A. Examination of Documents and Site

1. All Bidders shall visit the Site of the proposed Work during the Bidding period and shall inform themselves of all local conditions bearing on transportation, disposal, handling and storage of materials; other Work being performed; accessibility and general character of the Site; and extent of existing Work within or adjacent thereto.

2. The failure or omission of any Bidder to receive or examine any forms, instruments, or document, or to visit the Site and acquaint himself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid.
- B. Non-Collusion Affidavit: Complete in full the attached Non-Collusion Affidavit. Form shall be signed by the same person authorized to sign Bids.
- C. Nondiscrimination In Employment
1. Contracts for Work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.
 2. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.
 3. Successful Bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.
- D. License to do Business in Ohio: Corporations not chartered in Ohio shall include an affidavit executed by an officer of the corporation stating that the corporation has conformed with the provisions of the Revised Code of the State of Ohio and obtained a certificate authorizing it to do business in the State of Ohio. Certificates or copies of them shall be obtained from the office of the Secretary of State, Columbus, Ohio.

1.6 SUBMISSION OF BIDS

- A. Submit Bids on or before the date stated in the Advertisement for Bids. No Bids will be considered after that time.
- B. Submit the Bidding Package with forms completed and all necessary attachments in a sealed opaque envelope marked with:
1. Bidder's Name and Address
 2. Signature of person signing the Bid
 3. Project Name.
- C. Deliver in person or send by mail, enclosed in a separate mailing envelope addressed to:

Village of Ashville
Village Administration Building
200 East Station Street
Ashville, OH 43103

1. If mailed, enclose in a separate mailing envelope, mark "Bid Enclosed" on the face.
- D. No oral or telegraphic Bids will be accepted.
- E. Bids submitted early may be withdrawn by the Bidder by written request signed by the person signing the Bid. Such request must be received by the party receiving Bids prior to the Bid receipt deadline time.
- F. If, within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there

was a mistake in the preparation of its Bid, in accordance with the provisions of Section 9.31 of the Ohio Revised Code, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

- G. After 48 hours, no Bid may be withdrawn for 60 days after scheduled closing time for receipt of Bids.

1.7 CONSIDERATION OF BIDS

- A. Bid Opening: Properly identified Bids received on time will be publicly opened and read aloud.
- B. Rejection of Bids
 1. The Owner reserves the right to reject any or all Bids, and shall have no liability whatsoever to any Bidder whose Bid is not accepted.
 2. Bid Packages containing irregularities, conditional or obscure language, or additions not requested by the Bidding Documents may be rejected.
- C. Acceptance of Bids: Acceptance of a Bid will not constitute an Agreement between the Owner and Bidder, and will not be binding upon the Owner unless and until an Agreement covering all conditions and provisions of the Work has been reduced to writing and executed by both parties.
- D. Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to that date.

1.8 AWARD OF CONTRACT

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- C. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment

proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

1.9 SUBSTITUTE AND "OR-EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the successful Contractor has been determined. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions, and as follows.

B. Substitution of Manufacturers

1. Those articles, devices, materials, forms of construction fixtures, equipment, process or manufacturers named in the Specifications to denote the kind and quality required, whether or not the words "or equal" are used, shall be known as "standards".
2. Where two or more "standards" are named together, the successful Bidder may furnish one of the "standards" named.
3. Bidders desiring consideration for the use of material, equipment, etc. not named in the Specifications may submit the "Substitution Request Form" with the Proposal Form and listing for each change: (1) The "standard" specified, and the substitution, and (2) the deduct price associated with the proposed substitution. The price shall include all work associated with the proposed substitution, including but not limited to architectural, structural, electrical, engineering costs, and all related work.
4. Substitutions will only be considered after the successful contractor has been determined. The successful contractor must submit complete specifications, samples, catalogs, data sheets, test results, and description of proposed substitutions within 3 days of notification to provide a sound basis for comparison with the specifications.
5. The listing of substitutions at the time of bid is only required for those items listed on the Substitution Request Form. Substitutions for those items listed on the Substitution Request Form will only be considered if the proposed substitute is listed at the time of Bid. The offering and consideration of substitutions for other items may be made throughout the contract time.
6. Any substitution which is accepted must be incorporated in the formal Contract by Change Order.

C. Substitution Request Form

1. Bidders shall base their Bids on materials, equipment or processes described on the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items.

2. Bidders are invited to submit for consideration quotations for substitutes capable of performing the specified functions.
3. State on the Substitution Request Form submitted with the Bid the amount to be deducted from the amount of the Base Bid for each substitution of items listed.
4. When requested, submit complete specifications and descriptions of any items the successful bidder proposes to substitute, within 3 days of notification to do so.
5. Prior approval by Engineer is not required on items submitted on the Substitution Request Form.
6. Such substitutes will be accepted or rejected, and the Contract sum adjusted accordingly by Change Order.
7. After the Contract is awarded, no further substitutions will be permitted for the items listed, except as outlined on the Substitution Request Form.

D. Approval Process

1. The successful Contractor must submit complete specifications, samples, catalogs, data sheets, test results, and description of proposed substitutions to provide a sound basis for comparison with the specified items. Include a statement and explanatory Drawings showing all changes in related or adjacent Work. List every departure from the specified item.
2. The burden of proof is with the proposer of the substitution.
3. If, in the opinion of the Engineer, the item submitted does not meet with the intent of the design or is not equal to the item specified, it may disapprove it or, if it finds it in the interest of the Owner, it may approve such items submitted.
4. If the substitute is accepted, the Contractor shall pay all costs of extra labor and materials required by other Contractors and Subcontractors arising from the incorporation of substitutions into the Project, and provide additional Drawings as required by the Engineer. The substitution will be incorporated in the formal Contract by Change Order.

1.10 DECLARATION OF MANUFACTURER

- A. The Drawings and Specifications have been designed around the manufacturer that is first listed in the Specifications for the item. This manufacturer shall be known as the Basis of Design.
- B. Other acceptable manufacturers may be listed for each item. The Engineer has determined that similar equipment supplied by these additional manufacturers will be acceptable provided it will perform the necessary function, is of similar design, and meets the intent of the Contract Documents.
- C. The bids submitted by the bidder must be based on one of the named manufacturers. Or equal, or other manufacturers must be included on the Substitution Request Form for consideration.
- D. The bid forms contain a Proposed Products Form which must be completed for the items listed.
- E. The bidder shall indicate, in the space provided, the manufacturer upon which it has based its bid, and the bidder agrees to supply equipment furnished by this manufacturer when performing the contract.

- F. If the bidder fails to indicate which manufacturer it is basing its bid upon in the form, it is assumed, understood, and agreed that the bidder will furnish equipment supplied by the manufacturer listed as the "Basis of Design" for the particular equipment.
- G. The declaration of manufacturers is only required for those items listed on the Proposed Products Form.

1.11 MINIMUM WAGE RATES

- A. The minimum wage to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this Project shall be in accordance with the Wage Determination ascertained and determined by the Ohio Bureau of Employment Services.
- B. The wage rates included herein are applicable as of the date of advertising for bids. However, Contractors must abide by the latest prevailing wage rate listing effective at the time of Bid opening and must update rates of wages paid to employees as changes in the wage rates occur. Contractors shall submit certified copies of payrolls to the Owner as required by law.

1.12 SMALL BUSINESSES IN RURAL AREAS

- A. This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

1.13 POST-BID REQUIREMENTS

- A. Contract Forms
 - 1. The following Contract Forms will be provided by the Engineer and shall be used without variation by the selected Bidder:
 - a. Owner-Contractor Agreement
 - b. Contract Bond (Performance and Payment Bonds)
 - 1) The Bidder shall deliver the required bonds to the Owner not later than 10 days following the date of receipt of the Notice of Award.
 - 2) If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph.
 - c. DBE Form 2 and MBE/WBE Form 5700-52A.
 - 2. Copies of each form will be furnished to the selected Bidder.
- B. Submittals
 - 1. Comply with Division 01 Section "Submittal Procedures".
 - 2. Submit the following items prior to Contract signing:
 - a. Contract Bond (Performance and Payment Bonds)

3. Lack of submission or an untimely submission shall be considered a Nonresponsive Bid and such Bid may be rejected.

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 00 2113

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SECTION 00 4113

UNIT PRICE BID FORM

PART 1 GENERAL

From: _____
Name of Bidder

Address & Zip of Bidder

Area Code & Telephone Number of Bidder

To: Village of Ashville, Ohio
Village Administration Building
200 East Station Street
Ashville, OH 43103

Gentlemen:

Having examined the contract documents entitled:

VILLAGE OF ASHVILLE, OHIO
SANITARY SEWER IMPROVEMENTS 2016 (PART B)

Prepared by AECOM, 277 W. Nationwide Blvd., Columbus, Ohio 43215, for the construction of the project, and having inspected the site and the conditions affecting and governing the construction of the project, the undersigned hereby proposes to furnish all material and perform all labor specified and described in the specifications and shown on the drawings for the work for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

1.1 BIDDER OWNER AGREEMENT

- A. The Owner has the option of awarding bid based on the Owners preference of the type of equipment desired. Once equipment is selected, each bidder's associated pipe cost will be inserted into the appropriate base bid line items and compared in order to determine the low bid. This method of selecting equipment does not obligate the Owner to select the lowest price equipment.
- B. It is mandatory to state prices for all Alternatives. Any bid without Alternate pricing shall be considered nonresponsive. The Owner reserves the right to award project based on the best responsive bid.
- C. Owner reserves the right to accept or reject any Alternatives to the computed total base bid, regardless of cost.
- D. Addenda

1. All Addenda, revised drawings and bulletins issued have been included in this bid and are listed below:

2. The Contractor is to acknowledge receipt of Addendum below. Enter date and initial.

Addendum	Dated	Received By	Addendum	Dated	Received By
No. 1	_____	_____	No. 4	_____	_____
No. 2	_____	_____	No. 5	_____	_____
No. 3	_____	_____	No. 6	_____	_____

E. Completion Time: It is understood and agreed that work embodied in this contract, together with the alterations thereto, if any, shall be substantially complete within 305 days, and complete with 365 days from the date of entering into the contract therefore.

F. Commencement of Work: Work shall start within 10 days of signing the Contract.

G. Liquidated Damages: The undersigned has read the liquidated damages clause in the Instructions to Bidders and agrees to its terms.

H. Bond: The undersigned agrees to furnish a Performance Bond and a Labor and Material Payment Bond as described in the Instructions to Bidders.

I. Bid Package: The bid package consists of the following forms:

1. Section 00 2113, "Instructions to Bidders". (for information only)
2. Section 00 4113, "Unit Price Bid Form".
3. Section 00 4313, "Bid Security".
4. Section 00 4325, "Substitution Request Form".
5. Section 00 4336, "Proposed Subcontractor's Form".
6. Section 00 4513, "Bidder's Qualifications".
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 - c. DBE Forms 1A and 1B
 - 1) To be submitted with bid package OR within 2 weeks of bid opening.
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8. Section 00 4519, "Non-Collusion Affidavit".
9. Section 00 4529, "Personal Property Tax Disclosure Affidavit".

1.2 UNIT PRICE SCHEDULE

A. Notes to Bidders

1. The price quoted shall include all items of labor, materials, tools, equipment, insurance and other costs necessary to fully complete the work pursuant to the CONTRACT DOCUMENTS. It is the intention of the Contract Documents to provide and require a completed work Project ready for operation. Any work items omitted from such Contract Documents which are clearly necessary for the completion of such work and its appurtenances shall be considered a part of such work although not directly specified or called for in the Contract Documents.
2. An increase or decrease in the quantity for any unit price item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

3. The Owner reserves the right to accept or reject any or all of the following unit prices prior to the execution of the contract.
 4. All extensions of the unit prices shown will be subject to verification by the Owner. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
 5. All quantities are estimated except where the item is given as Lump Sum.
 6. The contract shall be awarded on the basis of the total lowest responsive and responsible Base Bid.
- B. Description of Bid Item: A general description of the work included in each bid item is listed in Division 01 Section "Measurement and Payment".

<u>LINE NO.</u>	<u>ODOT NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>SUM OF LABOR & MATERIAL</u>	<u>BID PRICE</u>
1	201	Clearing and Grubbing	L.S.	1				
2	201	Tree Removal > 15 inches	E.A.	1				
3	202	Fence Removed and Reinstalled	L.F.	20				
4	202	Storm Structures Removed	EA.	7				
5	202	Manhole Abandoned In-place	EA.	1				
6	202	Portions of Structure Removed (As Directed)	C.Y.	5				
7	202	Abandoned Pipe In-place, 24 Inches and Under	EA.	120				
8	202	Pipe Removed, 24 Inches and Under	L.F.	551				
9	202	Cut and Plug Conduit Opening Through 12 Inches	EA.	2				
10	202	Cut and Plug Conduit Opening Through 24 Inches	EA.	10				
11	203	Embankment Improvements W/ 4" Gravel base	C.Y.	32				
12	207	Temporary Sediment and Erosion Control	L.S.	1				

<u>LINE NO.</u>	<u>ODOT NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>SUM OF LABOR & MATERIAL</u>	<u>BID PRICE</u>
13	253	Temporary Pavement (Village Roads)	S.Y.	63				
14	253	Temporary Pavement (Main Street-State Route 316 Crossing)	S.Y.	71				
15	254	Pavement Planing, Asphalt Concrete	C.Y.	54				
16	407	Tack Coat	GAL	468				
17	448	1.5-inch Asphalt Concrete Surface Course, Scioto St.	C.Y.	49				
18	448	1.5-inch Asphalt Concrete Surface Course, Lexington Ave.	C.Y.	49				
19	Spec.	Driveway Replacement, Gravel (To Include Alley)	C.Y.	366				
20	Spec.	Gravel Driveway Replacement w/ Asphalt Pavement Course (Haddox Property)	C.Y.	211				
21	Spec.	Temporary Gravel Parking Area on Village of Ashville Property (For Haddox Property)	C.Y.	65				
22	Spec.	12'x10' Rubber Speed Bumps (For Haddox Property)	EA.	2				
23	Spec.	6' Concrete Parking Blocks, ODOT RM-6-1 (For Haddox Property)	EA.	26				
24	Spec.	Deteriorated Asphalt Replacement with 6" Gravel Base and Type "D" Geotextile Fabric (For Haddox Property)	S.F.	2,588				

LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
25	Spec.	Driveway Replacement, Concrete	C.Y.	15				
26	Spec.	Pavement Replacement Type 1, Main Street-State Route 316	C.Y.	23				
27	Spec.	Pavement Replacement, Village Streets	C.Y.	400				
28	604	Type "C" Sanitary Manhole with 48-Inch Base	EA.	18				
29	604	Type "C" Sanitary Manhole with 60-Inch Base	EA.	7				
30	604	Type "C" Sanitary Manhole with 48-Inch Base, Outside Drop	EA.	1				
31	604	Type "C" Sanitary Manhole with 60-Inch Base, Outside Drop	EA.	1				
32	604	Type "C" Sanitary Manhole with 72-Inch Base, Outside Drop	EA.	0				
33	604	Type "E" Sanitary Manhole with 48-Inch Base	EA.	2				
34	604	Type "C" Storm Manhole with 48-Inch Base and Grated Lid	EA.	1				
35	604	Type "E" Storm Manhole with 60-Inch Base and Solid Lid	EA.	1				
36	604	Odot 2x2 Catch Basin	EA.	1				

<u>LINE NO.</u>	<u>ODOT NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>SUM OF LABOR & MATERIAL</u>	<u>BID PRICE</u>
37	604	4-inch Drain Inlet	EA.	2				
38	604	Odot 2x3 Curb Inlet	EA.	2				
39	604	Headwall for 18 Inch pipe	EA.	1				
40	604	Reconstruct Manhole Bench and Channel, As Directed	EA.	2				
41	604	Sanitary Manhole with 48-Inch Base, As Directed	EA.	1				
42	607	Fence Replaced with Type CLT 60-Inch Chain Link	L.F.	305				
43	608	4-Inch Concrete Sidewalk Replacement	S.F.	2,160				
44	609	Concrete Curb and Gutter	L.F.	24				
45	611	4-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	14				
46	611	4-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	60				
47	611	6-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	14				
48	611	6-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	14				

LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
49	611	8-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	45				
50	611	8-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	53				
51	611	18-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	796				
52	611	18-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	809				
53	611	24-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	3,553				
54	611	24-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	1,432				
55	611	18-Inch PVC PS46 Storm Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	71				
56	611	18-Inch PVC PS46 Storm Sewer with Type 1 Bedding and Compacted Backfill	L.F.	58				
57	613	Flowable Controlled Density Fill (FCDF)	C.Y.	20				
58	614	Maintaining Traffic, As Per Plan	L.S.	1				
59	623	Construction Layout Stakes	L.S.	1				
60	624	Mobilization	L.S.	1				

LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
61	638	4-Inch PVC DR25 Class 165 With Fittings, Water Main Compacted Granular Backfill	L.F.	354				
62	638	10-Inch PVC DR25 Class 165 With Fittings, Sewer Force Main Compacted Granular Backfill	L.F.	2,982				
63	638	10-Inch PVC DR25 Class 165 With Fittings, Sewer Force Main with Compacted Backfill	L.F.	1,838				
64	638	4-inch Tapping Sleeve, Valve, and Valve Box	EA.	1				
65	638	4x6"-inch Tapping Sleeve, Valve, and Valve Box	EA.	1				
66	638	10-inch Force Main Air Release Valve, Complete W/ Structure	EA.	2				
67	638	10-inch Force Main Clean Out Assembly	EA.	4				
68	659	Seeding and Mulching, Class 2	S.F.	87,765				
69	Spec.	Core Drill and Boot Existing Manhole, As Per Plan	EA.	2				
70	Spec.	Dewatering	L.S.	1				
71	Spec.	Bypass Pumping, As Directed	L.S.	1				
72	Spec.	Field Tile, Underdrain, Perimeter Drain, Culvert, Sanitary Sewer Service, Leach Field Pipe, Water Line, and Gas Line Repair/Replacement, As Directed	L.F.	260				

LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
73	Spec.	Transfer (3/4-inch) Water Service	EA.	2				
74	Spec.	Special Structural Modification as Directed	EA.	2				
75	Spec.	Storm Water Pollution Prevention Plan and Implementation	L.S.	1				

TOTAL BASE BID

Dollars (\$ _____)

(In words)

(In figures)

NOTES: The Bid Price of each item is the sum of the labor and material unit price multiplied by the quantity. The Total Base Bid is the sum of all the individual item bids.

1.3 RIGHTS RESERVED

A. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any and all bids, or part of any bid, and it is agreed that the proposal may not be withdrawn for a period of sixty (60) days subsequent to the opening of bids, without the consent of the Owner.

1. If bidder is a corporation, fill in these blanks.

Name of Corporation

State in which incorporated

Signature of an officer authorized to make this agreement. If other than a President or Vice President a copy of the resolution giving authorization from The Board of Directors is required.

Address of Corporate Headquarters
(w/Zip Code)

() _____
Area Code, Telephone Number

Signature of Officer

Officers Printed Name & Corporate Office

Business Address – Zip Code

() _____
Area Code, Telephone Number

2. If bidder is a foreign corporation, fill in the following in addition to the above.

Statutory Agent

Address of Statutory Agent (w/Zip Code)

()

Area Code, Telephone Number

3. If the bidder is a partnership, fill in the following blanks:

Name of Partnership

List Names of Each Partner

Signature of at least one partner

Member of Firm

Business Address (w/Zip Code)

()

Area Code, Telephone Number

4. If the bidder is an individual, fill in the following blanks:

Signature of Individual

Business Address (w/Zip Code)

()

Area Code, Telephone Number

B. Substitution Sheet

1. All base bids shall be based upon the materials and/or equipment specified.
2. Bidders desiring to make substitutions shall list such proposed substitutions below, together with the amount of money to be added to or deducted from the amount of their base bid.

3. Substitution, if any, must be submitted with this bid.
4. Complete specifications and descriptions of any items the bidder proposes to substitute shall be furnished with, and be attached to his bid.

Brand or Make Specified	Proposed Substitution	Add	Deduct
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4113

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SECTION 00 4313

BID SECURITY

FORM OF BID GUARANTY AND CONTRACT BOND
(As prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, at

_____ (Address)

and _____ as Surety, are hereby held and firmly bound unto the Village of Ashville, Ohio, as Obligee, in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on (date) _____ to undertake the Project known as:

Project Name: Village of Ashville, Ohio Sanitary Sewer Improvements 2016 (Part B)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids 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 preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, 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 for the above referenced 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 Contract bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and

responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; 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; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, 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 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, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this _____ day of _____, _____

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

END OF SECTION 00 4313

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SECTION 00 4325

SUBSTITUTION REQUEST FORM

PART 1 GENERAL

1.1 CONDITIONS OF SUBSTITUTION

- A. Submit Bids based upon the materials and equipment specified.
- B. List proposed substitutions below, together with the sum to be added to or deducted from the amount of the Base Bid. The amount to be added or deducted shall include all related required changes resulting from the substitution such as all required time and fees for the Engineer.
- C. After the Contract is awarded, no further substitutions will be permitted for the items listed.

LIST OF PROPOSED SUBSTITUTIONS

<u>Item</u>	<u>Proposed Substitution</u>	<u>Add</u>	<u>Deduct</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 00 4325

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SECTION 00 4336

PROPOSED SUBCONTRACTORS FORM

PART 1 GENERAL

- A. List the subcontractors that the Bidder is proposing. As a minimum, indicate the electrical (if applicable) and directional drilling subcontractor (if applicable).

LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Name and Address		Service to Be Provided

END OF SECTION 00 4336

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SECTION 00 4513

BIDDER'S QUALIFICATIONS

At the time of bid, the bidder is required to provide detailed information on the form herein (or referenced and attached hereto) as evidence of the bidder's responsibility, experience, skill, and financial capacity to complete this contract in the time allotted. This information will be used by the owner to determine if the proposal is the lowest responsible and responsive bid. The Owner may make related investigations to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner or its representative, in a timely manner, all such information and data as the Owner may request for this purpose, which may include a financial statement.

1. General Information

Name: _____

Address: _____

Names, Titles, and Years of Experience of Company Officers and Key Supervisory Personnel:

Address for Administration of this Contract: _____

Years in Business as a Contractor: _____

Former Names of the Organization: _____

Certification of legal qualifications to do business at the project site.

Bank References: _____

Surety for this Project: _____

Name of Bonding Company: _____

Name and Address of Agent: _____

Major equipment owned and available to be used on this Project: _____

Major equipment to be rented for use on this Project: _____

2. Provide the following information for similar projects completed within the last 5 years, within a 500-mile radius of the project site (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity.

A. Owner: _____ Contact Person and Phone No.: _____

Project: _____ Original Contract Amount: _____

Original Completion Date: _____ Final Contract Amount: _____

Final Completion Date: _____

B. Owner: _____ Contact Person and Phone No.: _____

Project: _____ Original Contract Amount: _____

Original Completion Date: _____ Final Contract Amount: _____

Final Completion Date: _____

C. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

D. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

E. Additional Sheets

3. Provide the following information for similar projects within a 500-mile radius of the project site that are currently under construction (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity:

A. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

B. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

C. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

D. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

E. Additional Sheets

END OF SECTION 00 4513

SECTION 00 4515

OEPA WPCLF PROGRAM REQUIREMENTS

PART 1 GENERAL

1.1 OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) – WATER POLLUTION CONTROL LOAN FUND (WPCLF)

- A. The contract work described in the Contract Documents is being funded in part with loan and loan forgiveness funds from the OEPA WPCLF Program. All requirements of the OEPA WPCLF Program must be followed and complied with by all bidders and the successful contractor.

1.2 CONTRACTOR'S REQUIREMENTS

- A. The following requirements are included in the Contract for the work and are a part thereof:
1. Contractor Equal Employment Opportunity Certification (2 pages)
 2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form (2 pages)
 3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions (1 page)
 4. Disadvantaged Business Enterprises (DBE) Utilization (5 pages)
 5. Form 1A: DBEP Indiv. DBE Subcontractor Proposed Performance Form (1 page)
 6. Form 1B: DBEP DBE Subcontractor Utilization Summary (1 page)
 7. Form 2: DBEP DBE Subcontractor Actual Participation Form (1 page)
 8. Form 5700-52A: USEPA MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements (2 pages)
 9. Form 5700-52A: Instructions (3 pages)
 10. Davis-Bacon Wage Rate Requirements (10 pages)
 11. Violating Facilities Clause (1 page)
 12. Requirement for Utilization of Small Businesses in Rural Areas (SBRA) (1 page)
 13. Insurance Provisions (2 pages)
 14. Materials Testing (1 page)
 15. Continuous Treatment Provisions (1 page)
 16. WPCLF/WSRLA Change Order (2 pages)
 17. Local Protest Procedure (1 page)
 18. Basis and Method for Award (2 pages)
 19. Payment Methods (2 pages)
 20. WPCLF Contract Documents Review (1 page)
 21. Bid Package Submittals (1 page)
 22. American Iron & Steel Provisions (20 pages)
 23. American Iron & Steel Sign-off Form (1 page)
 24. American Iron & Steel Certification Form (1 page)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4515

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Date)

(Name and Title of Signer, Please type)

(Firm Name)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Type Name & Title of Authorized Representative

Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

FORM 1A
Disadvantaged Business Enterprise Program
Individual DBE Subcontractor Proposed Performance Form

NAME OF SUBCONTRACTOR ¹	PROJECT NAME	
ADDRESS	CONTRACT NO.	
TELEPHONE NO.	EMAIL ADDRESS	
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? _____ MBE _____ WBE _____ Neither		
_____ Prime Contractor Signature		_____ Title/Date
_____ Subcontractor Signature		_____ Title/Date

¹ Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

This form is to be submitted as part of the prime contractor's proposal package.

FORM 1B
Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Summary

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE? (specify which)

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor	Date
Print Name	Title

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

This form is to be submitted as part of the prime contractor's proposal package.

American Iron & Steel Sign-off Form

The Contractor acknowledges to and for the benefit of the Village of Ashville, Ohio ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder's Firm

Check here if the WPCLF applicant will be requesting a waiver for non-American made iron and steel products.

SECTION 00 4519

NON-COLLUSION AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

(President, Secretary, etc.)
of the party who made the foregoing proposal, that such proposal was genuine and not collusive, that said Bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not, in any manner, directly or indirectly, seek by agreement or collusion, or communication or conference with any person, to fix the bid price of Affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Village of Ashville, Ohio, or any person interested in the proposed contract, and that all statements contained in said Proposal are true and further, that such Bidder did not, directly or indirectly, submit this Proposal, or the contents thereof, or divulge information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT

Sworn to and subscribed before me this _____ day of _____, 20 ____

NOTARY PUBLIC IN AND FOR

_____ County, _____

My Commission expires _____, _____, 20____

(SEAL)

END OF SECTION 00 4519

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SECTION 00 4529

PERSONAL PROPERTY TAX DISCLOSURE AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____, _____,
(Name) (Office or Title)
of the _____,
(Company Name)

first being duly sworn, do depose and state that it has submitted a competitive Bid for a Contract to be administered and awarded by _____, Ohio.

Furthermore, affiant says that it was not charged with any delinquent personal property taxes, penalties or interest due or owing to the County of [_____], State of Ohio, except as herein stated:

(If none, so state. If due, state amount due together with assisted interest and penalty)

Further, affiant says that a copy of this statement, affirmed under oath, shall be made a part of its Bid and the Contract to be awarded.

Furthermore, affiant sayeth not.

Signed: _____
Corporation or Business

Title: _____

Subscribed and sworn before me, a Notary Public, this ____ day of _____, 20____

Notary Public in and for

_____ County,

My Commission expires _____ 20__ (SEAL)

END OF SECTION 00 4529

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