

BID FORM

Project Name: **Butler Career Technical Center Demolition and Abatement**

Location of Project & City: 3603 Hamilton Middletown Rd, Hamilton, OH 45011

Bidder: _____

To: David Plotts, Director of Operations
Butler Technical Career Center Board of Education
3603 Hamilton Middletown Rd, Hamilton, OH 45011

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Architect for the above-referenced Project, and the following Addenda:

Addendum Number	Date of Receipt

(Failure to acknowledge receipt of all Addenda may cause rejection of the bid.)

The Contractor acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

ITEM 1. CONTRACT #1, GENERAL TRADES

ALL LABOR AND MATERIALS, for the sum of
\$ _____ Sum in words:

ITEM 2. ADD ALTERNATE #1, Light Poles and Signs

ALL LABOR AND MATERIALS, for the sum of

\$ _____

Sum in words:

ITEM 3. ADD ALTERNATE #2, Flag Poles/Other Poles/Remove Guard Railing

ALL LABOR AND MATERIALS, for the sum of

\$ _____

Sum in words:

Description:

COMPLETION

It is agreed and understood that the work embodied in this specification and shown on the drawings shall be completed commensurate with good workmanship and management and completed satisfactorily on or before the milestone dates Established for the Project. A construction schedule must be submitted and approved by the Architect prior to the Notice to Proceed.

Bids submitted under this proposal are acknowledged by the Owner to be made under conditions that the Contractor shall not be prevented, due to strikes or other interruptions affecting sources of supplies or normal progress of work, from obtaining materials or labor necessary to carry out his contract or to complete the work, and timely access to the premises to execute the work.

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
5. The Bidder agrees that any such interference, disruption, hindrance or delay is within the contemplation of the Bidder and the Owner and that the Contractor's sole remedy for such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with and not in conflict with, Section 4113.62, ORC.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting

competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid 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 who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition..

7. Bidder will enter into and execute the Contract with the School District Board, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute a Contract for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the School District Board.
8. Bidder certifies that the upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way
9. Bidder agrees to furnish any information requested by the Architect on behalf of the Owner(s) to evaluate the responsibility of the Bidder.

Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and **sign the Bid Form**. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form.

BOND

Each bid shall be accompanied with a BID GUARANTY AND CONTRACT BOND for the bid amount including all any and all add alternates. This surety shall be forfeited if the bidder awarded the contract subsequently fails to enter into a contract and furnish the required bond to the Owner within (10) ten days after notice of acceptance of the proposal is made.

In lieu of the Bid Guaranty and Contract Bond, the bidder may submit with the bid a Certified Check or an approved Letter of Credit equal to (10%) ten percent of the total bid including Add Alternates.

All checks shall be returned to the successful bidder upon submission of required bond.

- NOTE "A" Bidder is cautioned to bid on the "Standard" specified and to review the terms and conditions outlined in the Instructions to Bidders as they regard to substitutions to the project specifications.
- NOTE "B" Each person who signs a contract on behalf of a successful bidder shall indicate immediately below his signature the capacity by which he purports to bind the successful bidder. If the successful bidder is an individual owned firm and the signer is

other than the Owner, of if the successful bidder is a partnership, the signer other than the partner, if the successful bidder is a corporation and the signer is other than the president, then the successful bidder shall furnish the Owner a power of attorney authorizing the signer to bind the bidder. If the bidder is a corporation, certified copy of the minutes of board of directors meeting wherein the signer was authorized to bind the bidder on such a contract.

- NOTE "C" If the successful bidder is a foreign corporation, it shall furnish a certificate from the secretary of State of Ohio. If the successful bidder is not a resident of Ohio or is a foreign partnership, he shall file with the Secretary of State of Ohio Power of attorney designating the Secretary of State of Ohio as his attorney for the purpose of receiving services of summons in any action on the bond or in any action brought pursuant to any statute in the State of Ohio

BIDDER'S NAME:

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (_____) _____

Facsimile Number: (_____) _____

Where Incorporated: _____

Federal ID Number: _____

Contact person for
Contract processing: _____

BIDDER'S NAME:

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (_____) _____

Facsimile Number: (_____) _____

Where Incorporated: _____

Federal ID Number: _____

Contact person for
Contract processing: _____