

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION 1315

A RESOLUTION ACCEPTING THE BID OF COOPER EXCAVATING, LLC FOR THE CEMETERY WALL REHABILITATION PROJECT AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR THE PERFORMANCE OF THE WORK

WHEREAS, the Village of Georgetown (the "Village") seeks to undertake the repair and rehabilitation of the retaining wall located within Confidence Cemetery (the "Cemetery Wall Rehabilitation Project"); and

WHEREAS, the Village publicly advertised for the Cemetery Wall Rehabilitation Project and received only one bid; and

WHEREAS, the lowest and best bidder has been determined to be Cooper Excavating, LLC at \$360,793.95.

THEREFORE, BE IT RESOLVED, By the Council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:

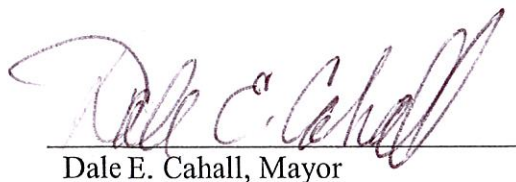
SECTION 1: Council hereby determines that the lowest and best bidder for the Cemetery Wall Rehabilitation Project is Cooper Excavating, LLC whose bid is \$360,793.95.

SECTION 2: The Village Administrator is authorized to enter into and execute an agreement with Cooper Excavating, LLC in the amount of \$360,793.95 for the Cemetery Wall Rehabilitation Project (the "Agreement"). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

SECTIONS 3: That the Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 4: This Resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 20th day of August, 2022.


Dale E. Cahall, Mayor

ATTEST:


Brian Faught, Clerk of Council

OFFICIAL BID FORM

BASE BID								
REF.	ODOT ITEM	DESCRIPTION	TOTAL QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
Rock Work								
	201	CLEARING AND GRUBBING	1	LUMP	\$35,000.00	\$0.00	\$35,000.00	\$35,000.00
	202	GUARDRAIL REMOVED FOR REUSE	20	FT	\$100.00	\$0.00	\$100.00	\$2,000.00
	606	GUARDRAIL REBUILT	20	FT	\$150.00	\$0.00	\$150.00	\$3,000.00
Erosion Control								
	659	TOPSOIL	20	CY	\$150.00	\$50.00	\$200.00	\$4,000.00
	659	SEEDING AND MULCHING	230	SY	\$5.50	\$2.00	\$7.50	\$1,725.00
	659	COMMERCIAL FERTILIZER	0.1	TON	\$0.00	\$1,000.00	\$1,000.00	\$100.00
	659	WATER	1.3	MGAL	\$0.00	\$1.00	\$1.00	\$1.30
Drainage								
	601	DUMPED ROCK FILL, TYPE D	87	CY	\$100.00	\$25.00	\$125.00	\$10,875.00
	601	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER	26	CY	\$125.00	\$32.00	\$157.00	\$4,082.00
	602	CONCRETE MASONRY	3	CY	\$750.00	\$1,100.00	\$1,850.00	\$5,550.00
	611	72" CONDUIT, TYPE C	50	FT	\$400.00	\$175.00	\$575.00	\$28,750.00
Plan Sheet 2/8	611	MANHOLE, NO. 3, AS PER PLAN	1	EACH	\$20,000.00	\$17,000.00	\$37,000.00	\$37,000.00
Structure Misc								
Plan Sheet 2/8	202	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN	1	LUMP	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00
	304	AGGREGATE BASE	77	CY	\$125.00	\$43.00	\$168.00	\$12,936.00
	503	COFFERDAMS AND EXCAVATION BRACING	1	LUMP	\$27,000.00	\$3,000.00	\$30,000.00	\$30,000.00
Plan Sheet 2/8	509	EPOXY COATED REINFORCING STEEL, AS PER PLAN	1400	LB	\$2.00	\$1.25	\$3.25	\$4,550.00
	510	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT	346	EA	\$3.00	\$2.00	\$5.00	\$1,730.00
	511	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING	14	CY	\$1,200.00	\$250.00	\$1,450.00	\$20,300.00
	512	SEALING OF CONCRETE SURFACES (NON-EPOXY)	137	SY	\$3.00	\$1.45	\$4.45	\$609.65
	516	1" PREFORMED EXPANSION JOINT FILLER	4	SF	\$0.00	\$5.00	\$5.00	\$20.00
	518	POROUS BACKFILL WITH GEOTEXTILE FABRIC	69	CY	\$110.00	\$50.00	\$160.00	\$11,040.00
Plan Sheet 2/8	518	STRUCTURE DRAINAGE, MISC.: 2" NON-PERFORATED CORRUGATED PLASTIC PIPE	88	FT	\$3.00	\$2.00	\$5.00	\$440.00
Plan Sheet 2/8	602	MASONRY, MISC.: STONE REPAIR IN-PLACE (ON-SITE STONE)	1225	SF	\$25.00	\$4.00	\$29.00	\$35,525.00
Plan Sheet 2/8	602	MASONRY, MISC.: STONE REPAIR IN-PLACE (OFF-SITE STONE)	136	SF	\$25.00	\$60.00	\$85.00	\$11,560.00
Incidental								
	614	MAINTAINING TRAFFIC	1	LUMP	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00
	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LUMP	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
	624	MOBILIZATION	1	LUMP	\$20,000.00	\$0.00	\$20,000.00	\$20,000.00
BASE BID SUBTOTAL								\$360,793.95

BIDDER hereby submits this Bid as set forth above:

Bidder:

Cooper's Excavating, LLC
(typed or printed name of organization)

By:

Sam Cooper
(individual's signature)

Name:

Sam Cooper
(typed or printed)

Title:

Owner
(typed or printed)

Date:

8/11/22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Edmund McVey
(typed or printed)

Title:

Superintendent
(typed or printed)

Phone:

513-310-0414

Email:

edmund@coopersexc.com

Address:

7251 Bethlehem Rd
Winchester, OH 45697

Bidder's Contractor License No.: (if applicable)

PROCUREMENT FORM SUPPLEMENTS

To: Village of Georgetown
Project Title: Cemetery Wall Rehabilitation
Project No.:

Date: 8/11/22
Submitted by: Cooper's Excavating LLC
(full name and address) Sam Cooper 7251 Bethlehem Rd
Winchester, OH 45697

According to Document C200 - Instructions to Bidders and The Official Bid Form, we include the Appendices to Bid Form Supplements listed below. The information provided shall be considered an integral part of the Bid Form.

The following Appendices are attached to this Document:

Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

BID FORM SUPPLEMENT SIGNATURES

The Corporate Seal of

(Bidder - print the full name of firm)
was hereunto affixed in the presence of

(Authorized signing officer and title)
(Seal)

(Authorized signing officer and title)
(Seal)

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
No Addendums	

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

Edmund McVey
Edmund McVey 8/11/22

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures

**BID GUARANTY AND
CONTRACT BOND**

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Cooper's Excavating LLC 7251 Bethlem Rd. Winchester Ohio 45697s Principal and NATIONWIDE MUTUAL INSURANCE COMPANY as Surety, are hereby held and firmly bound unto Village of Georgetown – 301 S. Main St., Georgetown Ohio 45121

as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on August 12th, 2022 to undertake the Project known as: Cemetery Wall Rehabilitation, Repair Failed Stone Wall, add Drainage and extend culvert
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the obligee, in no case shall the penal sum exceed the amount of _____

dollars (\$ _____)

(If the above line is left blank, the penal sum will be full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including 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 on the above referred project; Cemetery Wall Rehabilitation, Repair Failed Stone Wall, add Drainage and extend culvert

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding the Principal will pay the Oblige the difference not to exceed ten percent of the penalty 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 bidder's whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal with ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principals shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specification, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen 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 materialmen or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this the 3rd day of August, 2022

PRINCIPAL: Cooper's Excavating LLC

SURETY:

BY: Sam Cooper
TITLE: Sam Cooper President

NATIONWIDE MUTUAL INSURANCE COMPANY
BY: Robert J Ludwig Sr. Attorney-in-Fact

SEC. 9.32 REQUIRES AWARDDING AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AND AGENT.

SURETY COMPANY ADDRESS:
1100 LOCUST ST.
DES MOINES, IA 50391
Ph.515-778-2110
Fax 866-508-4101
lentr1@nationwide.com

SURETY AGENTS ADDRESS:
RJL Insurance Group
9078 Union Centre Bld Suite 350
West Chester Ohio 45069
Ph. 513-322-5637 Bob@RJLIG.com
Fax 866-936-5637

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ROBERT J LUDWIG, JR., ROBERT J LUDWIG, SR., CHRISTIE M BROWN, BROOKE A CRESAP

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3RD day of

AUGUST, 2022

[Handwritten Signature]

Assistant Secretary

Effective Date: April 14, 1926

Expiration Date: June 30, 2023

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

NATIONWIDE MUTUAL INSURANCE COMPANY

NAIC No. 23787

is organized under the laws of this State as of December 26, 1925 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Allied Lines	Inland Marine
Boiler & Machinery	Medical Malpractice
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Farmowners
Commercial Auto - Liability	Multiple Peril - Homeowners
Commercial Auto - No Fault	Noncancellable A & H
Commercial Auto - Physical Damage	Nonrenew-Stated Reasons (A&H)
Credit	Ocean Marine
Credit Accident & Health	Other
Earthquake	Other Accident only
Fidelity	Other Liability
Financial Guaranty	Private Passenger Auto - Liability
Fire	Private Passenger Auto - No Fault
Glass	Private Passenger Auto - Physical Damage
Group Accident & Health	Surety
Guaranteed Renewable A & H	Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio



Mike DeWine, Governor

Judith L. French

Judith French, Director

NATIONWIDE MUTUAL INSURANCE COMPANY
One W Nationwide Blvd 1-04-701
Columbus, OH 43215



Certificate of Compliance

Issued 06/23/2022

Effective 07/01/2022

Expires 06/30/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

NATIONWIDE MUTUAL INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew- Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation

NATIONWIDE MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$40,853,273,820, liabilities in the amount of \$25,419,685,310, and surplus of at least \$15,433,588,510.

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

Judith L. French

Judith French, Director



**NATIONWIDE MUTUAL INSURANCE COMPANY
AND SUBSIDIARIES AND AFFILIATES**

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

(in millions)	December 31,	
	2020	2019
Admitted assets		
Invested assets		
Bonds	\$ 17,725	\$ 17,249
Stocks	8,352	8,031
Mortgage loans, net of allowance	1,892	2,126
Owner occupied real estate, at cost (less accumulated depreciation of \$457 and \$453 as of December 31, 2020 and 2019, respectively)	404	454
Cash, cash equivalents and short-term investments	1,187	718
Other invested assets	5,357	4,914
Total invested assets	\$ 34,917	\$ 33,492
Premiums in course of collection	4,182	4,079
Accrued investment income	135	143
Corporate-owned life insurance	1,580	1,506
Deferred federal income tax asset	1,990	1,764
Other assets	963	1,159
Total admitted assets	\$ 43,767	\$ 42,143
Liabilities and surplus		
Liabilities		
Losses and loss expense reserves	\$ 14,792	\$ 14,189
Unearned premiums	7,972	7,718
Accrued expenses and taxes, other than federal income taxes	803	692
Agents' security compensation plan reserve	1,085	1,146
Other liabilities	2,630	2,650
Total liabilities	\$ 27,282	\$ 26,395
Surplus		
Surplus notes, net of unamortized issue discount of \$9 and \$7 as of December 31, 2020 and 2019, respectively	\$ 3,545	\$ 2,197
Unassigned surplus	12,940	13,551
Total surplus	\$ 16,485	\$ 15,748
Total liabilities and surplus	\$ 43,767	\$ 42,143

Certification

I, Jennifer Kemp, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2020 and 2019 to the best of my knowledge and belief.

Jennifer Kemp

Jennifer Kemp



JEFFREY BOYD
Notary Public, State of Ohio
My Commission Expires 08-22-2021

Jeffrey Boyd
3-25-2021

BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **The Village of Georgetown, 301 S. Main St. Georgetown, Ohio 45121**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated prices:

OFFICIAL BID FORM

BASE BID								
REF.	ODOT ITEM	DESCRIPTION	TOTAL QTY.	UNIT	LABOR UNIT PRICE	MATERIAL UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
Roadway								
	201	CLEARING AND GRUBBING	1	LUMP	\$	\$	\$	
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	606	GUARDRAIL REBUILT	20	FT	\$	\$	\$	
Erosion Control								
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	659	SEEDING AND MULCHING	230	SY	\$	\$	\$	
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	614	MAINTAINING TRAFFIC	1	LUMP	\$	\$	\$	
	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LUMP	\$	\$	\$	
	624	MOBILIZATION	1	LUMP	\$	\$	\$	
BASE BID SUBTOTAL								

B. Bidder acknowledges that:

1. Each Bid Lump Sum Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Lump Sum Price Work will be based on actual quantities, determined as provided in the Contract Documents.

EJCDC® C-410, Bid Form for Construction Contract.

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of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.