

BID PROPOSAL

FOR

**CITY OF DELAWARE
DELAWARE MUNICIPAL AIRPORT
DELAWARE, OHIO**

**RUNWAY 10-28 EXTENSION & OVERLAY
FAA AIP NO. 3-39-032-021-2015**

**ISSUED FOR BID
APRIL 2015**

SUBMITTED BY:

PROJECT NO.: 28972

SET NO.: _____

BID FORM

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____ (Insert "A Corporation," "A Partnership," or "An Individual" as applicable.)

To the City of Delaware, Ohio _____ (hereinafter called "OWNER"). In compliance with your ADVERTISEMENT and INSTRUCTIONS TO BIDDERS, BIDDER hereby proposes to perform all WORK for:

RUNWAY 10-28 EXTENSION & OVERLAY

in strict accordance with the PROJECT DOCUMENTS, within the time set forth therein, and at the prices stated below.

It is understood that separate sealed BIDS will be received by 3:00 p.m. local time on Tuesday, May 26, 2015, and then at that time on same day they shall be opened and read aloud at the City of Delaware City Council Chambers, One South Sandusky Street, Delaware, Ohio 43015.

Base Bid 1 Items _____ thru _____ (in words): _____
_____ Dollars (\$ _____)

Alternates Bid 1 Items _____ thru _____ (in words): _____
_____ Dollars (\$ _____)

Alternates Bid 2 Items _____ thru _____ (in words): _____
_____ Dollars (\$ _____)

Alternates Bid 3 Items _____ thru _____ (in words): _____
_____ Dollars (\$ _____)

It is understood that the Advertisement, Instructions to Bidders, General Provisions, Supplemental General Provisions, Plans and Specifications are considered a part of this BID and if herein set out verbatim, or if not attached, as if hereto attached. By submission of this BID, the BIDDER certifies, and in the case of a joint BID each party thereto certifies, as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract within ten (10) days after the effective date of the Notice to Proceed and to prosecute the work in a diligent manner so as to fully complete the Work within the contract time specified in the Supplemental General Provisions (SGP-04) section of the specifications. BIDDER further agrees to pay as liquidated damages as listed in the Supplemental Generals (SGP-05) for each consecutive calendar day thereafter as provided in Section 80-08 of the General Provisions.

The undersigned also agrees:

FIRST: To furnish Owner with lists showing divisions of work which he (the Contractor) plans to do himself and that which he plans to do with subcontractors, with names of subcontractors.

SECOND: Within fifteen (15) days from the date of Notice of Award of the Contract to execute the Contract if awarded same.

THIRD: Obtain Engineer's permission for any work stoppage.

ADDENDA: BIDDER acknowledges receipt of the following ADDENDA:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BID SECURITY

Type of Security: _____

Amount: _____

Surety: _____

The Bid Security, in favor of the City of Delaware is to be forfeited as liquidated damages, if in the event that this proposal is accepted, the undersigned fails to execute the Contract and furnish satisfactory Contract Bonds under the conditions and within the time specified in this proposal.

In case of alternate bids, only one Bid Bond, or certified check, will be required provided the same is based on the highest gross price bid.

The BIDDER acknowledges that the Owner has established a contract Disadvantaged Business Enterprise goal of 13% for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the Owner's established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent".

The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the wage rate determination included in the Project Documents as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirements to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the BIDDER under this project.

Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceeding the date of award. This report is required if the Contractor/Subcontractor meets all the following conditions:

1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5
2. Has 50 or more employees
3. Is a prime contractor or first tier subcontractor
4. There is a contract, subcontract or purchase order amounting to \$50,000 or more

Certifications by Bidder

1. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

2. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Engineer, (b) it will use its best efforts to cooperate with the Owner and the Engineer and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Engineer and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Project Documents.
3. The Bidder represents that it has had a competent person carefully and diligently review each part of the Project Documents, including any Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Project Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Project Documents for which it has not notified the Engineer in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Project Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Engineer.
4. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Project Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.
5. The Bidder represents, understands and agrees that a) the Claim procedures in the Modified General Conditions are material terms of the Project Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner and the Engineer with necessary information so that the Owner may investigate the Claim and mitigate its damages.
6. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Project Documents.
7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, 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, or 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 Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.

8. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Project Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
9. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
10. The Bidder agrees to furnish any information requested by the Engineer or the Owner's authorized representative to evaluate that the Bidder has submitted the lowest responsible bid and that the bid is responsive to the specifications.
11. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
12. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.
13. Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8) The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

14. Trade Restriction Certification: (49 CFR Part 30) The Bidder, by submission of an

offer certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 - c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
15. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29) The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.
16. Buy American Certification: (Title 49 U.S.C. Chapter 501) By submitting a proposal under this solicitation, except for those items listed by the Bidder below or on a separate and clearly identified attachment to this bid/proposal, the Bidder certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Bidder may obtain a listing of articles, materials and supplies excepted from this provision in the Federal Aid Projects section of the Contract Requirements.

Product	Country of Origin

LEGAL NAME OF BIDDER: _____

BIDDER IS (check one): ___ sole proprietor ___ partnership ___ corporation ___ other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____

	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name	
	Address
Name	
	Address
Name	
	Address
Name	
	Address

Attachments to this Bid

The following documents are attached to and made a part of this Bid:

1. Bid Form, including Acknowledgment of Receipt of Addenda
2. Itemized Bid Proposal
3. Statement of Previous Contracts
4. Contractor's Qualification Statement
5. Corporate or Partnership Certificate
6. List of Equipment
7. List of Subcontractors
8. Identification of Principals
9. Certified Financial Statement
10. Bid Guaranty in the form of _____
11. Letter from a bonding company certifying that they will provide a Contract Bond and/or Maintenance Bond for this work if he/she is the successful Bidder
12. Completed DBE forms "Utilization Statement" and "Letter of Intent", if applicable.
13. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A, if applicable. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
14. Personal Property Tax Affidavit
15. O.R.C. 3517.13 Compliance Certification
16. Non-Collusion Affidavit
17. EEO Certification
18. Buy American Certification

ITEMIZED BID PROPOSAL - PAGES IP-1 THRU IP- IP-5
TO BE INSERTED FOLLOWING THIS PAGE

Note: Where an error in extension of the unit prices occurs, the unit price will be accepted by the Owner, not the extended amount.

ITEMIZED PROPOSAL

28972

DELAWARE MUNICIPAL AIRPORT
DELAWARE, OHIO
RUNWAY 10/28 EXTENSION & OVERLAY

ITEM NO.	SPEC. REF.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (WORDS)	UNIT PRICE	EXTENSION
BASE BID							
1	P-101-5.1	PAVEMENT REMOVAL	6,000	SY			
2	P-101-5.2	CRACK REPAIR	35,000	LF			
3	P-101-5.3	PAINT REMOVAL	1,000	SF			
4	P-101-5.4	FAILED ASPHALTIC CONCRETE PAVEMENT REPAIR (UNDISTRIBUTED)	100	SF			
5	P-101-5.5	COLD MILLING	58,925	SY			
6	P-152-4.1	UNCLASSIFIED EXCAVATION	47,171	CY			
7	P-152-4.2	UNDERCUT (UNDISTRIBUTED)	2,020	CY			
8	P-152-4.3	SPECIAL SUBGRADE TREATMENT (UNDISTRIBUTED)	2,020	CY			
9	P-154-5.1	SUBBASE COURSE	8,235	CY			
10	P-155-8.1	LIME-TREATED SUBGRADE	20,250	SY			
11	P-155-8.2	LIME	545	TN			
12	P-156-5.1	SILT FENCE	5,500	LF			
13	P-156-5.2	SEDIMENT TRAP	1	LS			
14	P-156-5.3	SEDIMENT BASIN	1	LS			
15	P-156-5.4	INLET PROTECTION	2	EA			
16	P-156-5.5	CULVERT PROTECTION	12	EA			
17	P-156-5.6	TEMPORARY DIVERSION DITCH	725	LF			
18	P-156-5.7	STRAW BALE DITCH CHECK	13	EA			
19	P-156-5.8	CONSTRUCTION ENTRANCE	1	EA			
20	P-156-5.9	CONCRETE WASHOUT	1	EA			
21	P-156-5.10	TEMPORARY 18-INCH PVC DRAINAGE PIPE	32	LF			
22	P-156-5.11	TEMPORARY SEEDING AND MULCHING	35	AC			
23	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	3,540	CY			

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DELAWARE, OHIO
RUNWAY 10/28 EXTENSION & OVERLAY

ITEM NO.	SPEC. REF.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (WORDS)	UNIT PRICE	EXTENSION
24	P-401-8.1	BITUMINOUS LEVELING COURSE	1,360	TON			
25	P-401-8.2	BITUMINOUS INTERMEDIATE COURSE, 2-INCH DEPTH	2,245	TON			
26	P-401-8.3	BITUMINOUS SURFACE COURSE, 2-INCH DEPTH	9,205	TON			
27	P-602-5.1	BITUMINOUS PRIME COAT	19,000	SY			
28	P-603-5.1	BITUMINOUS TACK COAT	140,000	SY			
29	P-620-5.1	RUNWAY AND TAXIWAY MARKING, FULL APPLICATION W/ GLASS BEADS	50,000	SF			
30	P-620-5.2	RUNWAY AND TAXIWAY MARKING, HALF APPLICATION	50,000	SF			
31	P-621-5.1	RUNWAY GROOVING	51,400	SY			
32	F-162-5.1	8-FOOT GREEN VINYL CHAIN LINK FENCE	64	LF			
33	F-162-5.2	16-FOOT MANUAL DOUBLE-SWING GATE, GREEN VINYL CHAIN LINK	1	EA			
34	D-701-5.1	18 INCH REINFORCED CONCRETE PIPE, CLASS V, CLASS B BEDDING	204	LF			
35	D-701-5.2	2-18 INCH REINFORCED CONCRETE PIPES, CLASS III, CLASS B BEDDING	68	LF			
36	D-705-5.1	6 INCH PERFORATED COLLECTOR UNDERDRAIN PIPE	5,157	LF			
37	D-705-5.2	6 INCH NON-PERFORATED OUTFALL UNDERDRAIN PIPE	318	LF			
38	D-705-5.3	UNDERDRAIN CLEANOUT	25	EA			
39	D-705-5.4	ENDWALL FOR UNDERDRAIN CLEANOUT	1	EA			
40	D-705-5.5	UNDERDRAIN CONNECTION TO REINFORCED CONCRETE PIPE	6	EA			
41	D-752-5.1	HALF-HEIGHT HEADWALL, 18 INCH REINFORCED CONCRETE PIPE	3	EA			
42	D-752-5.2	HALF-HEIGHT HEADWALL, 18 INCH REINFORCED CONCRETE PIPE WITH ROCK CHANNEL PROTECTION	3	EA			
43	T-901-5.1	SEEDING	35	AC			
44	T-904-5.1	SODDING	5,725	SY			
45	T-908-5.1	MULCHING	35	AC			
46	L-107-5.1	RELOCATE SUPPLEMENTAL WIND CONE (UNLIGHTED)	1	EA			

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DELAWARE, OHIO
RUNWAY 10/28 EXTENSION & OVERLAY

ITEM NO.	SPEC. REF.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (WORDS)	UNIT PRICE	EXTENSION
47	L-108-5.1	CABLE TRENCH AND BACKFILL W/O COUNTERPOISE	6,200	LF			
48	L-108-5.2	NO. 8 5KV L-824C CABLE, INSTALLED IN TRENCH	7,200	LF			
49	L-108-5.3	NO. 6 600V L-824C CABLE, INSTALLED IN TRENCH	10,200	LF			
50	L-108-5.4	NO. 4 600 V L-824C CABLE, INSTALLED IN TRENCH	10,100	LF			
51	L-108-5.5	NO. 6 BARE COUNTERPOISE WIRE, INSTALLED BY PLOWING	5,100	LF			
52	L-108-5.6	CABLE TRENCH WITH #2 COUNTERPOISE	3,500	LF			
53	L-109-5.1	EXISTING VAULT CODE CORRECTIONS	1	LS			
54	L-110-5.1	2-INCH, 2-WAY PVC CONDUIT, CONCRETE ENCASED	290	LF			
55	LST-01-5.1	RELOCATE EXISTING L-861E RUNWAY THRESHOLD LIGHT, COMPLETE	8	EA			
56	LST-01-5.2	NEW L-861 RUNWAY EDGE LIGHT, COMPLETE	7	EA			
57	LST-01-5.3	NEW L-861T TAXIWAY EDGE LIGHT, COMPLETE	47	EA			
58	LST-01-5.4	GUIDANCE SIGN, ON CONCRETE FOUNDATION, COMPLETE	9	EA			
59	LST-01-5.5	GUIDANCE SIGN PANEL REPLACEMENT	9	EA			
60	LST-01-5.6	DEMOLISH EXISTING L-861T TAXIWAY EDGE LIGHT AND TRANSFORMER	16	EA			
61	LST-01-5.7	DEMOLISH EXISTING L-858 GUIDANCE SIGN	4	EA			
62	LST-01-5.8	REPLACE YELLOW LENSES WITH WHITE LENSES IN RUNWAY EDGE LIGHTS	8	EA			
63	LST-02-5.1	RELOCATE RUNWAY 28 PAPI SYSTEM	1	LS			
64	LST-02-5.2	RELOCATE RUNWAY 28 REIL SYSTEM	1	LS			
65	MST-01-4.1	ENGINEER'S FIELD OFFICE	6	MO			
66	MST-02-8.1	MAINTENANCE AND PROTECTION OF AIR TRAFFIC	1	LS			
67	MST-03-4.1	CONSTRUCTION ENGINEERING	1	LS			
68	MST-04-4.1	DEMOLISH NON-DIRECTIONAL BEACON	1	LS			
69	MST-05-4.1	MOBILIZATION / DEMOBILIZATION	1	LS			
70	MST-06-3.1	ODOT 451 REINFORCED PCCP, 6-INCH	585	SY			
					TOTAL BASE BID:		

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RUNWAY 10/28 EXTENSION & OVERLAY

ITEM NO.	SPEC. REF.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (WORDS)	UNIT PRICE	EXTENSION
BID ALTERNATE #1							
1	P-101-5.1	PAVEMENT REMOVAL	7,325	SY			
2	P-152-4.1	UNCLASSIFIED EXCAVATION	1,350	CY			
3	P-152-4.2	UNDERCUT (UNDISTRIBUTED)	810	CY			
4	P-152-4.3	SPECIAL SUBGRADE TREATMENT (UNDISTRIBUTED)	810	CY			
5	P-154-5.1	SUBBASE COURSE	3,300	CY			
6	P-155-8.1	LIME-TREATED SUBGRADE	8,100	SY			
7	P-155-8.2	LIME	220	TN			
8	P-156-5.1	SILT FENCE	1,560	LF			
9	P-156-5.5	CULVERT PROTECTION	1	EA			
10	P-156-5.7	STRAW BALE DITCH CHECK	2	EA			
11	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	1,350	CY			
12	P-401-8.2	BITUMINOUS INTERMEDIATE COURSE, 2-INCH DEPTH	865	TON			
13	P-401-8.3	BITUMINOUS SURFACE COURSE, 2-INCH DEPTH	865	TON			
14	P-602-5.1	BITUMINOUS PRIME COAT	7,325	SY			
15	P-603-5.1	BITUMINOUS TACK COAT	7,325	SY			
16	P-620-5.1	RUNWAY AND TAXIWAY MARKING, FULL APPLICATION W/ GLASS BEADS	1,000	SF			
17	D-705-5.1	6 INCH PERFORATED COLLECTOR UNDERDRAIN PIPE	3,076	LF			
18	D-705-5.2	6 INCH NON-PERFORATED OUTFALL UNDERDRAIN PIPE	156	LF			
19	D-705-5.3	UNDERDRAIN CLEANOUT	16	EA			
20	D-705-5.4	ENDWALL FOR UNDERDRAIN CLEANOUT	2	EA			
21	D-705-5.5	UNDERDRAIN CONNECTION TO REINFORCED CONCRETE PIPE	2	EA			
22	T-904-5.1	SODDING	3,650	SY			
					TOTAL BID ALTERNATE #1:		

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ITEM NO.	SPEC. REF.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (WORDS)	UNIT PRICE	EXTENSION
BID ALTERNATE #2							
1	L-109-5.1	EXISTING VAULT CODE CORRECTIONS (BASE BID)	-1	LS			
2	L-109-5.3	CONSTRUCTION OF PREFABRICATED CONCRETE BUILDING AND FOUNDATION, I	1	UNIT			
					TOTAL BID ALTERNATE #2:		
BID ALTERNATE #3							
1	F-162-5.1	8-FOOT GREEN VINYL CHAIN LINK FENCE	2,400	LF			
					TOTAL BID ALTERNATE #3:		

SUBMITTED BY: _____

TITLE: _____

ADDRESS: _____

END OF ITEMIZED PROPOSAL

STATEMENT OF PREVIOUS CONTRACTS

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has _____ has not _____ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 10925 dated March 6, 1961, or Executive Order 11114 dated June 22, 1963, or Executive Order 11246 dated September 24, 1965.

The BIDDER has _____ has not _____ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the BIDDER has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports as required by applicable instructions, the BIDDER (Proposer) shall submit a compliance report on Standard Form 100, "Employer Information Report EEO-1" with the BID or proposal.

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the CONTRACTOR and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

The BIDDER hereby certifies that there has been/will be full compliance with all labor provisions in the contract and all subcontracts made under the contract and it is not debarred.

CONTRACTOR'S QUALIFICATION STATEMENT

Runway 10-28 Extension & Overlay

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice President's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- 3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
- 3.2.1 Has your organization ever failed to complete any work?
 - 3.2.2 Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.
- Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.

3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.4.1 State total amount of work in progress and under contract:

3.5 Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

3.5.1 Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

3.5.2 State average annual amount of construction work your organization has performed during the last five years.

3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.

3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof.
 - 5.1.3 Is the attached financial statement for the identical organization named on page one?
 - 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Certification. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

SIGNATURE

Dated at this ____ day of _____, 20__.

Name of Organization: _____

By: _____ [PRINT NAME]

Signature: _____

Title: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public

My Commission Expires: _____

SEAL

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Instrument, that _____, who signed the Instrument on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by Authority of its governing body, and is within the scope of its corporate power.

(Corporate Seal)

To be executed when applicable to the bidding company.

PARTNERSHIP CERTIFICATE

State of _____)

County of _____)

On this _____ day of _____, 20____, before me personally appeared _____, known to me and known by me to be the person who executed the above Instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____
_____; and that said firm consist of himself and _____
_____ and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

_____ Notary Public in and for the

County of: _____

State of: _____

(NOTARIAL SEAL)

To be executed when applicable to the bidding company.

REMOVE PAGE AND
INSERT FINANCIAL STATEMENT

INCLUDE CERTIFIED CHECK, CASHIER'S CHECK, LETTER OF CREDIT, OR BID BOND
FOLLOWING THIS PAGE

BID GUARANTY AND CONTRACT BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(here insert full name or legal title of Contractor and address)

as Principal and _____, as Surety, are hereby
(here insert full name or legal title of Surety)

held and firmly bound unto _____
(here insert full name or legal title of Owner)

hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____, 20_____, to undertake the project known as:

(here insert full name, address, and description of Project)

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 Oblige. In no case shall the penal sum exceed the amount of _____ (\$_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternately, 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 payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project:

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the 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 bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform said contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, 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 materialman 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 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 _____ day of _____, 20_____.

PRINCIPAL:

By: _____

Title: _____

Surety: _____

By: _____
Attorney in Fact

SURETY COMPANY ADDRESS:

_____ Street

_____ City State Zip

SURETY AGENT'S ADDRESS:

_____ Agency Name

_____ Street

_____ City State Zip

INSERT LETTER FROM A BONDING COMPANY CERTIFYING THAT THEY WILL PROVIDE A CONTRACT BOND FOR THIS WORK IF YOU ARE THE SUCCESSFUL BIDDER AND DID NOT SUBMIT A BID GUARANTY/CONTRACT BOND WITH YOUR BID.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**UTILIZATION STATEMENT
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.**
- The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder's/Offeror's Firm Name

Signature

Date

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26. See Schedule C.

SCHEDULE C
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
DOCUMENTATION FORMAT WHEN DBE GOAL WILL NOT BE MET

1. Announcement: List each publication directed at DBE's in which an announcement or notification was placed and attach a copy of each announcement from each publication.

Name of Publication: _____

Address: _____

Dates of Announcements: _____

Target Audience: _____

Geographic Distribution: _____

Specific Subcontract Announced: _____

Bidder's Estimate of Approximate Dollar Value of Subcontract Announced: _____

2. Contract Associations: List all majority and DBE construction contractor associations, construction supply associations, or general business associations notified and attach a copy of each notification letter.

Name and Phone Number of Association: _____

Date of Follow-Up Call: _____

Name of Caller: _____

Name of Association Representative Spoken To: _____

If no call, why not? Explain: _____

3. DBE Solicitations: List each DBE construction firm or supplier to which a letter of solicitation was sent and attach a copy of solicitation letter.

4. List all DBE's from which a quotation was received and will not be used as a subcontractor:

Company Name: _____

Address: _____

Contact Person and Phone Number: _____

Segment of Work to be Subcontracted: _____

Amount of Subcontract Quotation: _____

5. Information concerning the subcontractor(s) who will be used:

Name: _____

Address: _____

Contact Person and Phone Number: _____

Segment of Work to be Subcontracted: _____

Amount of Subcontract Quotation: _____

Dates of Negotiation Meetings: _____

Place and Attendees: _____

CITY OF DELAWARE
CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this ____ day of _____, 20__,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u> thereon)	<u>Amount</u> (includes total amount due, plus penalties and interest
Delaware	\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in Delaware County.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this ____ day of _____, 20__.

(Notary Public)

My commission expires
_____, 20__

O.R.C. 3517.13 Compliance

“_____ (Name of Company or individual) hereby certifies that all applicable parties listed in Division (I) or (J) of O.R.C. 3517.13 are in full compliance with O.R.C. 3517.13.”

(PRINTED NAME)

SIGNATURE

DATE

NONCOLLUSION AFFIDAVIT

The BIDDER is required to execute and submit with its BID, the NONCOLLUSION AFFIDAVIT.

State of Ohio

County of Delaware

BID Identification _____

CONTRACTOR

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

_____ (sole owner, a partner, president, secretary,

etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any BIDDER, or to fix any overhead, profit, or cost element of such BID price, or that of any other BIDDER, or to secure any advantage against **CITY OF DELAWARE, OHIO** awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any other breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any individual except to such person or persons as having a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this

_____ day of _____, 20____

(SEAL) _____

Notary

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

NOTE: Certification must be filled out and signed. Failure to comply may invalidate your bid.

_____ hereby adopts the goals and timetable
Name of Contractor

set out in Appendix "A" of the state EEO Bid Conditions and the "Specific Affirmative Action Steps" set out in Appendix "B" as its Affirmative Action Program for this project.

_____ agrees to comply with all applicable
Name of Contractor

requirements of the State EEO Bid Conditions and to incorporate this Certification in all subcontracts on this project regardless of tier.

Date	Signature of Contractor or Authorized Representative
------	--

Please indicate if you are submitting your company's own Affirmative Action Plan _____

Buy America Certification

(Title 49 U.S.C. Section 50101)

PROJECT NAME:	
AIRPORT NAME:	
AIP NUMBER:	

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
 - (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
 - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - B. Final assembly of the facility or equipment has occurred in the United States; or
 - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * *

Please note that approval of waivers listed under (b) (1) & (2) above, can only be approved by the FAA Office of Airports in Washington DC and approval is rare. Waivers listed under (b) (3) & (4) may be approved by FAA Regional or District Offices. A listing of Equipment and Products that have been approved and on the national waiver list may be located at:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

- The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.
- The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within _____ calendar days of the date of the notice of apparent low bid.

Bidder's Firm Name

Date

Signature