



BID FOR A PUBLIC IMPROVEMENT

To: NORTHEAST OHIO REGIONAL SEWER DISTRICT
Chief Financial Officer

FROM: _____
(Company Name)

BID FOR: _____
(Project Name)

The signatory for the Bidder, by affixing his or her signature below, certifies that he or she has carefully examined the Contract Documents as defined in the General Conditions of the Invitation to Bid and has inspected the site of the project work.

The Bidder declares that the amount and nature of the Work is understood, and that at the time of bid, the Bidder understands the scope of work and level of effort.

The Bidder hereby agrees that it will comply with all the laws relating to liability insurance, working hours, minimum wages, and sanitary regulations which in any way affect those engaged or employed on the Work in the event that the award of the Contract is made on the Bid herein submitted.

The Bidder further agrees that the Northeast Ohio Regional Sewer District has the right to waive informalities or to reject any and all bids, and that the Bidder will not dispute the correctness of the quantities used in determining the lowest and best bid.

The quantities in the pricing table are those provided in the Engineer's estimate and are those which will be used in determining the lowest and best bidder. It is understood and agreed that these quantities are approximate only, and that the Contractor to whom the Contract is awarded shall not be entitled to any claim for loss of profits, nor for other damages, should the quantity of work done prove to be greater or less than is herein given in said Estimated Quantity.

In the event that the Contract is awarded on the basis of the unit and/or lump sum prices herewith submitted in the Bid, it is understood and agreed that these unit and/or lump sum prices will be and become the Contract unit and/or lump sum prices.

The Bidder further certifies that it (as an individual, firm or corporation making this Bid) is not in arrears or default to the Northeast Ohio Regional Sewer District upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said District, nor has failed to perform faithfully any previous contract with the District and that there is no suit or claim pending as to any such arrears or default.

The Bidder deposits with this Bid, as the Bid Guaranty as required by the Instruction to Bidders. The Bid Guaranty will serve as security that if it awarded the Contract, the Bidder will enter into a written contract and secure the performance of same by the security required in the Instructions to Bidders on the forms contained in the Bid Documents, and executed by an approved Surety Company authorized to do business in the State of Ohio and listed in the latest issue of U.S. Treasury Circular 570, each in a sum equal to the full amount of the bid.



The Bidder further agrees that if the Bid is accepted and a Contract awarded, it will execute the Contract and return the same, together with the contract Bonds and other required Contract Documents, within ten (10) working days after the prescribed forms have been presented to the Bidder for execution.

The Bidder further agrees that if the Bid is accepted and Contract awarded and Bidder fails to execute said Contract and furnish the satisfactory Bonds within the time above specified, then the District may, at its option, declare the Contract abandoned. Thereupon, the penal sum of the Bond shall become due to the District or such other Bid Guaranty shall be forfeited to and become the property of the District as liquidated damages. Otherwise, the Bid Guaranty shall be returned or released to the Bidder in accordance with the Instructions to Bidders.

The Bidder hereby acknowledges receipt of Contract Documents which include components as set forth in the Legal Notice and all Addenda.

On the basis of the Contract Documents, the Bidder proposes to furnish all necessary labor, apparatus, machinery, tools and other means of construction to do all the Work and furnish all the materials in the manner specified, to furnish the entire Project within the time hereinafter specified and to accept as full compensation therefore the sum or sums set forth on the next succeeding page or pages

The Bidder understands that the prices set forth cover the cost of all materials to be furnished and work to be performed in the construction and installation of the various items of the public improvement bid upon, complete and ready for service, and includes the cost of every other item of expense incident to the Contract.

The Bidder hereby certifies that ⁽¹⁾ we (he/she) (they) (it) ⁽¹⁾ have (has) (have not) previously performed Work subject to the President's Executive Order No. 11246.

The Bidder understands that the Northeast Ohio Regional Sewer District reserves the right to reject any or all bids.

(Sign here)

Signature

Title of Officer

Business Name of Bidder

Business Address of Bidder ⁽²⁾

Phone

State where incorporated

(1) The Bidder should cross out the words that are not applicable.

(2) This address shall be the address the Bidder agrees official communications, in connection with this project will be sent. Change of address requests shall be submitted in writing.