

**R. K. Davis - Shaffer Ditch, N° SWCD 10-121
NOTICE TO CONTRACTORS**

(1515.20 Revised Code)

Sealed bids will be received by the Board of County Commissioners of Mercer County, Ohio until 10:00 a.m. on June 8, 2010 at the Central Service Building, 220 West Livingston Street, Room A 201, Celina, Ohio for the furnishing of all labor and materials and all work incident there to in accordance with the drawings and/or specifications for replacing a tile main involving the watershed in Section 4 and Section 1 of Godfrey's Reserve, Dublin Township in Mercer County, Ohio

Bids will be opened and read aloud at 10:00 a.m. in the office of the Board of County Commissioners.

Bids must be accompanied by a bid guarantee in accordance with Section 153.54 of the Ohio Revised Code. The bid guarantee shall be in the form of either:

1. A bond for the full amount of the bid, or
2. A certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code equal to ten percent (10%) of the bid. Upon entering a contract, a performance bond in the amount of one hundred percent (100%) of the project will be required.

Proposal blanks, plans, and specifications are on file and may be secured from the office of the Mercer County Engineer, 321 Riley Street, Celina, Ohio 45822.

Award of the contract will be made on the basis of the lowest and best bid submitted.

The Board of County Commissioners of Mercer County reserves the right to reject any and all bids and to waive any irregularities when the same are to the County's advantage.

JAMES A. WIECHART, P.E., P.S.
MERCER COUNTY ENGINEER

BY ORDER OF THE
BOARD OF COUNTY COMMISSIONERS
MERCER COUNTY, OHIO

Kim Everman
Clerk of the Board

This notice is posted on Mercer County's internet site on the world wide web. To view this notice and other requests by the Board of County Commissioners, enter the address of www.mercercountyohio.org; click on "Commissioners" then on "Requests for Quotes".

Daily Standard:
Please advertise on May 25, 2010
Please send affidavit and proof of publication.
Thank you

MERCER COUNTY
ENGINEERING DEPARTMENT

INFORMATION TO BIDDERS
and
SPECIFICATIONS
for
DITCH RECONSTRUCTION

Advertisement, Proposal, Specifications and Bid Forms

R. K. Davis - Shaffer Ditch, N^o SWCD 10-121

June 8, 2010

Mercer County Commissioners

Jerry Laffin, Bob Nuding, and John Bruns

Kim Everman, Clerk of the Board

Mercer County Engineer

James A. Wiechart, P.E., P.S.

321 Riley Street
Celina, Ohio 45822-1648
Phone: (419) 586-7759
FAX: (419) 586-9887

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES**

O.R.C. Section 5719.042

{Successful bidders on contract with a taxing district to disclose any delinquent personal property taxes }

("After the award by the taxing district of any Contract let by competitive bid and prior to the time the Contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as a part thereof.")

STATE of OHIO:

SS: _____
Contractor

To: _____

The undersigned, being first duly sworn, having been awarded a Contract by you for **R. K. Davis - Shaffer Ditch No. SWCD 10-121**, hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such list.

In consideration of the award of the above Contract, the above statement is incorporated in said Contract as a covenant of the undersigned.

Signature of Contractor

Subscribed and sworn to before me on _____, 2010

Notary Public

CONTRACT FORM

THIS AGREEMENT, made this _____ day of

_____, 20__ by and between _____,

hereinafter called the "Contractor", and the Board of County Commissioners, hereinafter called the "Owner";

WITNESSETH,

In consideration of the sums of money herein specified to be paid by the Owner to the Contractor, said Contractor shall furnish all labor, materials, tools and equipment for the **R. K. Davis - Shaffer Ditch No. SWCD 10-121** in accordance with the General Provisions, Bid Documents and Technical Specifications hereto attached and drawings, together with Advertisement, Instructions to Bidders, Proposal and Bonds hereto attached and hereby made a part of this Agreement, all of said work to be fully completed to the satisfaction of the County Engineer and to the acceptance of the Board of County Commissioners. Addenda thereto, dated _____, 20__ for the sum and unit price contained in the bid which is estimated to be an overall sum of _____ dollars (\$_____).

The work to be performed under this Contract shall begin on a date to be specified in writing by the Owner and shall be completed within _____ calendar days from and after said date of beginning as specified.

The Owner agrees to pay, and Contractor agrees to accept as full compensation, satisfaction and discharge for all work done and material furnished, whether mentioned in the Estimated Quantities or not, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements or because of the nature of work or because of unforeseen obstruction or difficulty encountered in the prosecution of the work, and also for all expenses incurred by or in consequence of the suspension of the work as herein specified and also for well and faithful completion of the work, and the whole thereof, in accordance with the terms, conditions and provisions of their Contract and the instructions, orders and directions of the Engineer thereunder, and also for maintaining the work in good condition until the final payment is made and for one (1) year after completion, except as in the Contract otherwise specifically provided, a sum of money equal to the amount of the actual work and materials furnished, as determined by the Engineer, under each item listed in the Proposal multiplied by the unit price applicable to each item as set forth in the Proposal attached thereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals and have executed this agreement in triplicate the day and year first above written.

CONTRACTOR

MERCER COUNTY

By: _____

Contract approved as to form:

BID PROPOSAL

Proposals shall be made on the forms hereinafter provided. Such proposals shall be endorsed "**R. K. Davis - Shaffer Ditch No. SWCD 10-121**" and be addressed as follows:

**Board of County Commissioners
Central Service Building
220 West Livingston Street, Room A 201
Celina, Ohio 45822
RE: R. K. Davis - Shaffer Ditch No. SWCD 10-121**

Said bids must be received by 10:00 a.m. June 8, 2010 at which time they will be publicly opened and read.

Proposals shall be submitted with a bond equal to the bid as a guarantee that if the bid is accepted and the Bidder fails to enter into the Contract, the Bidder and his Surety shall be liable to the Board of County Commissioners, **R. K. Davis – Shaffer Ditch No. SWCD 10-121** for the difference between his bid and that of the next lower bidder or in the penal sum of ten percent (10%) of the amount of the bond, whichever is less; or as an alternate guarantee, a certified check, cashier's check or letter of credit in the amount of ten percent (10%) of the total bid as a guarantee that if the bid is accepted, the Contractor will within ten (10) days enter into and sign a contract for the total amount of his bid, for the performance of the work and will furnish an acceptable performance bond to the Board of County Commissioners for the total amount of his bid for the faithful performance of the Contract within the time in calendar days guaranteed by the Contractor on the proposal form, and for the payment of all bills for labor and materials incident thereto.

In case of discrepancy between Unit Prices and Total of Bid based on Estimated Quantities, the Unit Prices will govern.

The aforementioned Estimated Quantities are approximate and will be used in the comparison of the bids only. The quantities are not guaranteed and payment will be based on the actual quantities placed or constructed in accordance with the drawings and specifications.

The Bidder agrees to complete the work as called for within _____ calendar days after signing of the contract.

The Bidder acknowledges receipt of Addendum No. _____ to this Contract.

If the foregoing proposal shall be accepted by the _____ and undersigned shall fail to execute a satisfactory contract as stated in the Instructions to Bidders, attached hereto, then the Owner may, at their option, determine that the undersigned has abandoned the Contract and thereupon his Proposal shall be null and Void and the bond or certified check accompanying this proposal, or the amount of such check, shall be forfeited to and become the property of the Owner; otherwise, the bond or certified check accompanying this Proposal, or the amount of such check, will be returned to the undersigned.

Attached hereto is a bond or certified check on _____
Bank of _____ for the sum of _____
Dollars, (\$ _____), in accordance with the terms of the Instructions to Bidders.

(Attach check here, if applicable)
