**Business Proposal Form**

**Project Identification:**

Olean House – Pavement Resurfacing / Repairs

**This Bid is Submitted To:**

(Owner)

Olean Housing Authority

132 North Union Street, Suite 118

P.O. Box438

Olean, New York 14760

1. The Undersigned Bidder offers and agrees, if this Proposal is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents and to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the Contract Documents.
2. BIDDER has examined and familiarized himself with the Instructions to Bidders, all of the other Bidding Documents, and all of the Contract Documents; that he has examined the actual site and locality where the Work is to be performed; that he has familiarized himself with the legal requirements (federal, state, and local laws, ordinances, rules, and regulations); that he has made such independent investigations as he deems necessary; and that he has satisfied himself as to all conditions affecting cost, progress, or performance of the Work.
3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders.
4. BIDDER aggress to perform the work in the time specified and accepts the provisions of and assessment of liquidated damages as defined in the General Conditions of the Contract for Construction, form HUD-5370, paragraphs 25 and 33 respectively.
   1. Contract Period – The Contractor shall complete all work required within 25 days.
   2. Liquidated damages will be assessed at $25.00 per day.
5. BIDDER upon acceptance of this bid will execute the Agreement and will furnish the required Contract security and insurance certificates within 10 days after the award of the Contract.
6. BIDDER agrees to furnish all labor, plant, materials, supplies, equipment, services, and other facilities necessary or proper for, or incidental to, all work as required by, and in accordance with the Contract Documents for the lump sum price of:

**BASE BID**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ALTERNATE ONE**

All of the work defined in the base bid less { define work item }.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ALTERNATE TWO**

All of the work defined in Alternate One less { define work item }.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. SCHEDULE OF UNIT PRICES: (for informational purposes only)

Unit cost(s) are to include all direct costs, indirect costs, and profit to perform the defined work. All unit prices are to be included for future reference in negotiating a fair price for add/deduct change orders. Change Orders will be executed in accordance with paragraph 29 of the General Conditions of the Contract for Construction, form HUD-5370.

Unit Price No. 1: Include a square foot price, including overhead and profit, for the removal of additional concrete beyond the quantity included in the contract:

Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per SF

Unit Price No. 2: Include a square foot price, including overhead and profit, for the installation of additional concrete beyond the quantity included in the contract: Price is inclusive of all restoration.

Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per SF

1. Bidders should be advised that, prior to award of any contract, the Housing Authority reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.
2. The Bidder hereby acknowledges receipt of the following Addenda and further acknowledges that the provisions of each Addendum have been included in the preparation of his proposal:

Addendum No. Dated

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGMENT OF BIDDER, IF INDIVIDUAL

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

) SS:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, before me

personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , to me personally known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Notary Public / Commissioner of Deeds

ACKNOWLEDGMENT OF BIDDER, IF PARTNERSHIP

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

) SS:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, before me

personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , to me personally known and known to me to be one of the members of the firm of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ described in, and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for and on behalf of said firm.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Notary Public / Commissioner of Deeds

**ACKNOWLEDGMENT OF BIDDER, IF CORPORATION**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

) SS:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, before me

personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , to me personally known, who, being by me duly sworn, did depose and say that he/she resides at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,that he/she is the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Corporation described in and which executed the above instrument; and that he/she knows the seal of said Corporation; that the seal affixed to said instrument is said Corporate Seal and that it was so affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Notary Public / Commissioner of Deeds