

Prepared by: Christopher M. Tebbe, P.E. Tebbe Civil Engineering, LLC 4700 Lakehurst Ct, Suite 135 Dublin, Ohio 43016

For:

Village of Ashville, Ohio 200 E. Station Street, Ashville, Ohio 43065

Phone: (740) 983-6367 Charles K. Wise, Mayor

INVITATION FOR BID

2021 CENTER ALLEY STORMWATER OUTFALL REPAIR

BID OPENING DATE: FRIDAY, JUNE 4, 2021 AT 11:00 AM, LOCAL TIME

| Digger McCray | |
|-----------------------------|------------------|
| Company Name Submitting Bid | |
| 269 W Main Street | |
| Street Address | |
| Ashville, Ohio 43103 | 740-983-4292 |
| City, State, Zip | Telephone Number |

CONTRACTOR'S QUALIFICATION STATEMENT

On a separate sheet, the bidder is required to state the following in full detail as will enable the Owner to judge its responsibility, experience, skill and financial standing to meet the obligations of the Contract.

ORGANIZATION

- (a) Number of years your organization has been in business as a Contractor.
- (b) Number of years your organization has been in business under its present business name. List any other or former names your organization has operated under.
- (c) If your organization is a corporation, list the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name and Treasurer's name. If not applicable, state "not applicable."
- (d) If your organization is a partnership, list the following: date of organization, type of partnership (if applicable) and name(s) of general partner(s). If not applicable, state "not applicable."
- (e) If your organization is individually owned, list the following: date of organization and name of owner. If not applicable, state "not applicable."
- (f) If the form of your organization is other than those listed above, describe it and name the principals. If not applicable, state "not applicable."

LICENSING

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

EXPERIENCE

- (a) List the categories of work that your organization normally performs with its own forces.
- (b) List all details of any work your organization has failed to complete. If none, state "none."
- (c) List any Claims that your organization or any of its officers have initiated, any Claims initiated against your organization or any of its officers, any mediation or arbitration proceedings or lawsuits related to any contract your organization or any of its officers have been involved in or is currently involved in, or any judgements or awards outstanding against your organization or any of its officers within the last five (5) years. Please attach 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. If none, state "none."

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a contract.

- (d) List any officer or principal of your organization that has ever been an officer or principal of another organization when it failed to complete a contract within the last five (5) years. 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. If none, state "none."
- (e) List contracts your organization has in progress with an original contract sum of more than \$100,000.00, giving the name of contract, owner and its telephone number, design professional and its telephone number if applicable,

contract amount, percent complete and scheduled completion date. State total amount of work in progress and under contract. If none, state "none."

- (f) 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 Contract, including add alternates: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number.
 - Note: If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.
- (g) Provide the following information for each contract 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 contract: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number.
 - Note: If there are more than five (5) of these contracts, only provide information on the most recent five (5) contracts, including current contracts.
- (h) State the average annual amount of contracts your organization has performed during the last five (5) years.
- (i) If any of the following members of your organization's management, president, chairman of the board, or any director, operates or has operated another company during the last five (5) years, identify the member of management and the name of the company. If none, state "none."
- (j) 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."
- (k) 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."
- (I) List the education, training and experience for each person who will fill a management role on the Contract, including without limitation the Contract Executive, Contract Manager and Contract Superintendent. For each person listed, include with the other information the last three contracts on which the person worked and the name and telephone number of the owner.

REFERENCES

- (a) List all trade references.
- (b) List all bank references.
- (c) List the name of your surety bonding company along with the name and address of your surety agent.

FINANCING

- (a) 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).
- (b) List the name and address of the firm preparing attached financial statement, and date thereof.

- (c) State if the attached financial statement for the identical organization is named on page one. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
- (d) State if the organization whose financial statement is attached will act as guarantor of the Contract.

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.

| Digger McCray | |
|---|---|
| Company Name | |
| J. all mg | 6-3-2021 |
| Signature | Date |
| J Randall McCray, Managi | ing Memeber |
| Printed Name and Title | |
| J. Randall McCray provided herein is true and sufficiently complete so as | , being duly sworn, deposes and says that the information not to be misleading. |
| Sworn to and subscribed in my presence this 3rd | day of <u>June</u> , 20 <u>21</u> . |
| | Sheila Malone Notary Public |
| | My Commission Expires: $9/14/2022$ |
| | Seal: Sheila Malone Notary Public, State of Ohio My Commission Expires 9 14/2 2 Section 147.03 R.C. |

Contractor's Qualification Statement

| Digger McCray Operating Company INC will provide any requested document, if determined lowes |
|--|
| bidder at the request of the Owner within 3 business days as stated in bid documents. |

SUBCONTRACTORS LIST

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by subcontractors in this Contract, including approximate percentage of the Contract cost by subcontractor. If no subcontractors are to be used, so state.

Note: The bidder shall perform within its own organization, work amounting to not less than fifty percent (50%) of the total Contract cost. Not Applicable

CORPORATE AFFIDAVIT

To be filled in and executed if the contractor is a corporation. STATE OF ____ Pickaway COUNTY OF ____ J Randall McCray _____, being first duly sworn, deposes and says that he or she is Secretary of _____ Digger McCray Ohio a corporation organized and existing under and by virtue of the laws of the state of 269 W Main St and having its principal office at: _____ (Address), Ashville Pickaway _____(County), _____ ___(City), ____ (State) Affiant further says he or she is familiar with the records, minutes, books and by-laws of: Digger McCray _____ (Name of Corporation). J Randail McCray Affiant further says that ____ (Name of Officer), Managing Member (Title) of the Corporation is duly authorized to sign the Contract for the Center Alley Stormwater Outfall Repair- Village of Ashville ____ (Contract) for said Corporation by virtue of _____ (state whether a provision of by-laws or a resolution of the Board of Directors), ____ (if by resolution, give date of adoption). Sworn to and subscribed in my presence this 3rd day of June 2021. My Commission Expires: _ Seal: Notary Public, State of Ohio My Commission Expires 9 Section 147.03 R.C.

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

| STATE OF | Ohio | · | | | | |
|-----------------|--|-----------------|--------------|-------------------------|---|--|
| COUNTY OF _ | Pickaway | ss: | | | | |
| J Rand | dall McCray | | Affiant, bei | ng first du | ıly sworn, depos | es and savs: |
| 1. I am the | Managing Member | | of | _ | McCray | (Contractor) |
| 2. The Conti | ractor's offices are located a | 269 W | / Main St, A | shville, O | hio 43103 | |
| 3. I am the 0 | Contractor's duly authorized | representative | for making | this affida | avit. | |
| 4. Effective | this <u>03</u> day of | June | | 20 | 21 , the Contra | ctor: |
| (|) is charged with delinquen forth below: | t personal prop | erty taxes o | on the gen | eral list of perso | nal property as set |
| | County | | | | nt mount, with erest thereon) | |
| | | County | \$ | | | |
| | | County | \$ | | | |
| | | County | \$ | | | |
| Afriant Signatu |) is not charged with deling any Ohio county. Ure subscribed in my presence the | ard | | ies on the | general list of p | ersonal property in, 20 2 |
| | | | Notar | <u>heil</u> y Public | a Ma | 10 re 114/2022 |
| | | | My Co | mmission | Expires: 9 | 14/2022 |
| | | | Seal: | | DATE OF THE PARTY | lalone ublic, State of Ohlo mission Expires 9/14/2 47.03 R.C. |

NON-COLLUSION AFFIDAVIT

| NAME OF PROJECT | Center Alley Stormwater Outfall Repair- VOA |
|--|--|
| STATE OF | hio |
| COUNTY OF | Pickaway, ss: |
| J Randali McCr | ay |
| President/ Ma | naging Member (sole owner, a partner, president, secretary, etc.) of |
| Digger McCra | |
| conspired, connived, from bidding; that sa or conference with a bidder, or to secure Contract; that all sta indirectly, submitted data relative thereto company, association | any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain id bidder has not in any manner, directly or indirectly, sought by agreement, communication myone to fix any overhead, profit, or cost element of such bid price, or of that of any other any advantage against the Owner awarding the Contract to anyone interested in the proposed mements contained in such bid are true; and further, that said bidder has not, directly or its bid price or any breakdown thereof, or the contents thereof, or divulged information or or paid and will not pay any fee in connection therewith, to any corporation, partnership, no, organization, bid depository, or to any member or agent thereof, or to any other individual or or persons as have a partnership or other financial interest with said bidder in its general |
| Signature | |
| Sworn to and subscri | bed in my presence this 3 rd day of June ,20_21. |
| | Sheila Malone Notary Public |
| | My Commission Expires: $9/14/2022$ |
| | Seal: Sheila Malone Notary Public, State of Ohjo My Commission Expires 9/14/22 Section 147.03 R.C. |

NON-DISCRIMINATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERTY AUTHORIZED AGENT.

| NAME OF PROJECT | Center Alley Stormwater Ou | tfal Repai | r- Village of Ashville | | |
|--|---|--------------------|--|---|------------------------|
| Subcontractor, no contractor or sex, discriminate ag | that in the hiring of employe tractor, subcontractor, or any ainst any citizens of the State te work involved within the c | person a in the em | cting on his behalf sl | hall, by reason o | of race, creed, color, |
| | that no contractor, Subcontr oyee hired for the performar | | | | |
| J All A | Authorized Agent | | 6-3-20 Date | 21 | |
| | ing Member | ĸ | | | |
| | | d | T | | 21 |
| Sworn to and subscribe | ed in my presence this <u>3</u> | day of | Shela Notary Public My Commission Ex | . Male pires: <u>9/1</u> 4 | 1/2022 |
| | | | NO POPULATION OF THE PARTY OF T | Sheila Malone Notary Public, My Commission Section 147.03 | N Expires G114177 |

ESCROW WAIVER

| Digger McCray, J Randall McCray | |
|--|--|
| 153.14 and 153.63 of the Ohio Revised Code that an escrow interest be paid on retainage. | ontractor), waives the requirements of Sections 153.13, account be established relating to the Contract and that |
| J. Lelle M. G. | |
| Sworn to and subscribed in my presence this 3 rd day o | f June .2021. |
| v. | Sheila Malone Notary Public |
| | My Commission Expires: 9-14-2022 |
| | Seal: |
| | Sheila Malone Notary Public, State of Ohio My Commission Expires 4/14/27 Section 147.03 R.C. |

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Revised Code)

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

Digger McCray Operating Company Inc.

as Principal, and THE CINCINNATI INSURANCE COMPANY (licensed to do business in the State of Ohio), as Surety, are hereby held and firmly bound unto the

Village of Ashville

hereinafter called the Obligee, in the penal of the dollar amount of the bid submitted by the Principal to the Obligee on 6/4/2021 to undertake the project known as:

2021 Center Alley Stormwater Outfall Repair

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

One Hundred thirty two thousand four hundred dollars (\$132, 400.00)
(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if

(If the above line is left blank, the penal sum will be the 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 to project;

NOW, THEREFORE, if the Obligee 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 Obligee 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 Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee 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 void, otherwise to remain in full force and effect. If the Obligee 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 falthfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, 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 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, ornissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor 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 4 day of June, 2021

| PRINCIPAL: Digge | Me€ray Operating C | ompany Inc | | | |
|---|--------------------|-------------------|-------------|-------------|---------------------------|
| TITLE MEM | bon 1 | (Seal) | | 12 | |
| THE GINCINNATI IN | SURANCE COMPAN | Y (Seal) | Agency Name | ted Insuran | ice Group W Suite 100A |
| SURETY COMPANY Street 6200 S. Gilmore Ros | | | | e, OH 4308 | |
| Fairfield City | OH State | 45014-5141 ZIP | City | State | ZIP |

(Section 9.23 requires awarding authority to give written notice of award to Surety and Agent.)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jennifer Alwood, Dolores Hicks, Jason Pillifant, Thomas Pillifant IV,

of Westerville, OH

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

) \$5:

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. day of

Assistant Secretary

this

BN-1005 (5/12)

BID FORM

Having carefully reviewed the Information and Requirements for Bidders, Drawings, Specifications and other Contract Documents for the Project including having also received, read, and taken into account any Addenda and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the full bid package, including but not limited to; Construction Drawings, Maps, Project Specifications, and all other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

If the undersigned is notified of bid acceptance, it agrees to furnish required bonds and agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to furnish all equipment, labor and materials to complete the said work as required by the Contract Documents. If the undersigned shall fail to furnish required bonds as indicated in the Information and Requirements for Bidders, then the Owner, in its sole discretion, may determine that the undersigned had abandoned the Contract and thereupon its bid shall be null and void and the bond accompanying its bid shall be forfeited to and become the property of the Owner, otherwise the bond accompanying its bid shall be returned to the undersigned on demand.

BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- 1. 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 Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional 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 Contract Documents.
- 2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the 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 Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract 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 Design Professional.
- 3. 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, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract 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.

- 4. The Bidder represents, understands and agrees that a) the Change Proposal and Claim procedures in the Modified Standard General Conditions are material terms of the Contract Documents, b) if it has a Change Proposal or Claim, it will have its personnel provide complete and accurate information to complete and submit the Change Proposal and / or Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Change Proposal or 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 Change Proposal or Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
- 5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
- 6. 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, Lump Sum Items, and any Alternate bids 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, Lump Sum Items, or Alternate bids with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids 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, Lump Sum Items, or Alternate bids; (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.
- 7. The Bidder will execute the form of Owner-Contractor Agreement in the form included with the Contract 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.
- 8. The Bidder certifies that 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.
- 9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.
- 10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
- 11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

INSTRUCTIONS FOR SIGNING. The person signing for a sole proprietorship must be the sole proprietor or his or her authorized representative. The name of the sole proprietor must be shown below. The person signing for a partnership must be a partner or his or her authorized representative. The person signing for a corporation must be the president, vice president or other authorized representative; or he or she must show authority, by affidavit, to bind the corporation. The person signing for some other legal entity must show his or her authority, by affidavit, to bind the legal entity.

| Digger McCray Operating Company, INC | | | | |
|--|-----------------------------------|--|--|--|
| Legal Name of Bidder | | | | |
| Bidder is (check one): ☐ sole propried | tor □ partnership □kcorporati | on other legal entity | | |
| J Randall McCray | | | | |
| Name and Title of Person Legally Aut | horized to Bind Bidder to a Contr | ract | | |
| 269 W Main Street | Ashville, Ohio 43101 | | | |
| Address | | | | |
| 740-983-4292 | 740-983-3103 | 47-2481236 | | |
| Telephone Number | Fax Number | Federal Tax ID Number | | |
| J. Lellem ? | 5 | 6-3-2024 | | |
| Signature / | | Date | | |
| When the Bidder is a partnership or a participant in the joint venture below | | ddress of each partner in the partnership or | | |
| Name and Address | | | | |
| | Name and Address | | | |

BID TAB

Include the cost of all labor and material for the bid items listed below. Bidder is to fill in all blanks related to the bid items for which a bid is being submitted. If there is a difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid item, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid item. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.

The pricing of the alternate is mandatory. The Owner may select the base bid only, or a combination of the base bid with the alternate bid to determine the lowest and best bidder.

| Name of Project: | Center Alley Stormwater Outfall Repair- VOA | Contractor: | Digger McCray Operating Company, INC |
|------------------|---|-------------|--------------------------------------|
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Address: 269 W Main Street, Ashville, Ohio 43103

Bid Opening: June 4, 2021 Phone Number: (

| | и Орсиив | , Julie 4, 2021 | FIIOII | e Number | | |
|----------|-----------|--|--------|----------|---------------------------------------|----------------|
| Bid Item | ns | | | | | |
| Ref# | ltem # | Description | Qty | Unit | Unit Price (Material and Labor) | Bid Price |
| 1 | 201 | Clearing and Grubbing, As Per Plan | 1 | LS | 10,000 | \$ 10,000 |
| 2 | 201 | Tree Removed, 18" Size | 1 | EA | 2500 | \$ 2500 |
| 3 | 202 | Pipe Removed | 20 | LF | 10 | \$ 200 - |
| 4 | 202 | 36" Pipe Filled in Place W/Cement Grout | 137 | LF | 43.79 | \$ 6000 |
| 5 | 207 | Filter Fabric Sediment Fence | 700 | LF | 6.00 | \$ 4200 _ |
| 6 | 207 | Stabilized Construction Entrance | 1 | EA | 6000 | \$ 6000 - |
| 7 | 601 | Rock Channel Protection, Type B | 152 | СҮ | 120.39 | \$ 18,300 - |
| 8 | 601 | Riprap, Type A | 130 | SY | 70.76 | \$ 9200 - |
| 9 | 604 | Manhole Type "C", AA-S102 W/72" Base | 1 | EA | 19000 | \$ 19,000 |
| 10 | 604 | Endwall, AA-S169 | 1 | EA | 6500 | \$ 6500 |
| 11 | 624 | Mobilization | 1 | LS | 10000 | \$ 10,000 - |
| 12 | 659 | Seeding and Mulching | 1000 | SY | 4 | \$ 4000 |
| 13 | 901 | 48" Storm Pipe, 720.12 w/911 Compacted Backfill | 155 | LF | 170.96 | \$ 26500 - |
| 14 | 912 | Compacted Granular Backfill | 195 | CY | 51.28 | \$ 10,000 |
| | | | | | | |

47-2481236

Federal I.D. No.:

REQUEST FOR INFORMATION (PRE-BID)

The person, firm, or corporation submitting a request for information shall be responsible for its prompt delivery and do so in a manner that will allow a sufficient period of time for the issuance and delivery of an Addendum under Section N of the Information and Requirements for Bidders prior to the receipt of bids. Please submit all pre-bid questions using this form via email to chris@tebbecivil.com:

| Name: | Phone: |
|----------------------------|--------|
| Company: | Email: |
| Requested Information: n/a | a |
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