

BID TAB

Name of Project: Center Alley Stormwater  
Outfall Repair

Contractor: Stines Excavating  
9505 SR 104

Address: Lockbourne OH 43137

Bid Opening: June 4, 2021

Phone Number: (740) 500-9926

Bid Items						
Ref #	Item #	Description	Qty	Unit	Unit Price (Material and Labor)	Bid Price
1	201	Clearing and Grubbing, As Per Plan	1	LS	5000	\$ 5000 -
2	201	Tree Removed, 18" Size	1	EA	1500	\$ 1500 -
3	202	Pipe Removed	20	LF	10.00	\$ 200 -
4	202	36" Pipe Filled in Place W/Cement Grout	137	LF	60.00	\$ 8220 -
5	207	Filter Fabric Sediment Fence	700	LF	3.00	\$ 2100 -
6	207	Stabilized Construction Entrance	1	EA	500	\$ 500 -
7	601	Rock Channel Protection, Type B	152	CY	65.00	\$ 9880 -
8	601	Riprap, Type A	130	SY	65.00	\$ 8450 -
9	604	Manhole Type "C", AA-S102 W/72" Base	1	EA	6000	\$ 6000 -
10	604	Endwall, AA-S169	1	EA	3000	\$ 3000 -
11	624	Mobilization	1	LS	15000	\$ 15000 -
12	659	Seeding and Mulching	1000	SY	3.00	\$ 3000 -
13	901	48" Storm Pipe, 720.12 w/911 Compacted Backfill	155	LF	250.00	\$ 38,750 -
14	912	Compacted Granular Backfill	195	CY	58.00	\$ 11,310 -

TOTAL: \$ 112,910 -

Federal I.D. No.: 83-1253834

## **Appendix A**

### **Documents to be Submitted with Bid**

## **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."

- (l) 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.

Stines Excavating  
9505 SR 104  
Lockbourne OH 43137  
Attn: Luke Stevenson  
740-500-9926

**Organization**

- A: 4 years
- B: 4 years
- C: 6/18 Luke Stevenson President, Christopher Hines Vice President
- D: 6/18 Luke Stevenson President, Christopher Hines Vice President
- E: NA
- F: NA

**Licensing**

- A: City of Columbus water and sewer, State of Ohio EPA, Numerous municipality's including Ashville
- B: Ohio counties

**Experience**

- A: Sitework and Utilities
- B: None
- C: None
- D: None
- E: McLean Mill Road Widening (Jackson TWP) 95%, Morris Salem waterline project (EHWD) 80%
- F: Will be provided if awarded.
- G: Will be provided if awarded.
- H: 3 Million
- I: Will be provided if awarded.

**References**

- John Archy / National Lime and Stone
- John Ionna / Moyer Sand and Gravel
- Skip Oberly / Principal Realty

Ron Beitzel / Four Seasons Land Co.

B: Kingston National Bank

C: CAN

**Financing**

A: Will be provided if awarded.

B: JPM Eric Thayer, Present

C: Same

D: Yes

(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-subsiary).

(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.

Stines Excavating  
Company Name

[Signature] Signature Date 6/3/2021

Luke Stevenson President  
Printed Name and Title

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

Sworn to and subscribed in my presence this 3rd day of June, 20 21.

Sheila Malone  
Notary Public

My Commission Expires: 9/14/2022

Seal:



Sheila Malone  
Notary Public, State of Ohio  
My Commission Expires 9/14/22  
Section 147.03 R.C.

### 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.**

Rosco Ready Mix - producer

Foxterra - producer

Buckeye State Pipe - producer

E.C. Babbert - producer



**CORPORATE AFFIDAVIT**

NA / LLC

To be filled in and executed if the contractor is a corporation.

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, ss:

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is  
Secretary of \_\_\_\_\_

a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_

and having its principal office at: \_\_\_\_\_ (Address),

\_\_\_\_\_ (City), \_\_\_\_\_ (County), \_\_\_\_\_ (State)

Affiant further says he or she is familiar with the records, minutes, books and by-laws of:

\_\_\_\_\_ (Name of Corporation).

Affiant further says that \_\_\_\_\_ (Name of Officer),

\_\_\_\_\_ (Title) of the Corporation is duly authorized to sign the Contract for the

\_\_\_\_\_ (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).

\_\_\_\_\_  
Signature

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Seal:

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

STATE OF Ohio

COUNTY OF Pickaway, ss:

\_\_\_\_\_, Affiant, being first duly sworn, deposes and says:

1. I am the President (Title) of Stines Excavating (Contractor)
2. The Contractor's offices are located at 9505 SR 104  
Lockbourne OH 43137
3. I am the Contractor's duly authorized representative for making this affidavit.
4. Effective this 3 day of June, 20 21, the Contractor:

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

County	Amount (include total amount, with penalties and interest thereon)
_____ County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

( X ) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

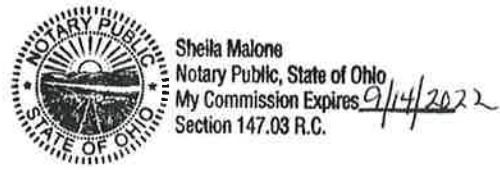
[Signature]  
\_\_\_\_\_  
Affiant Signature

Sworn to and subscribed in my presence this 3<sup>rd</sup> day of June, 20 21.

Sheila Malone  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/14/2022

Seal:



NON-COLLUSION AFFIDAVIT

NAME OF PROJECT Center Alley outfall Repair

STATE OF Ohio

COUNTY OF Pickaway, ss:

Stines Excavating Contractor, being first duly sworn, deposes and says that he or she is  
Partner/President (sole owner, a partner, president, secretary, etc.) of

Stines Excavating, 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 a 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 any one 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 any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner awarding the Contract to 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 its bid price or any 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 other individual except to such person or persons as have a partnership or other financial interest with said bidder in its general business.

[Signature]  
Signature

Sworn to and subscribed in my presence this 3rd day of June, 2021.

Sheila Malone  
Notary Public

My Commission Expires: 9/14/2022

Seal:



Sheila Malone  
Notary Public, State of Ohio  
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 Outfall Repair

The Contractor agrees that in the hiring of employees for the performance of work, under this Contract or any Subcontractor, no contractor, subcontractor, or any person acting on his behalf shall, by reason of race, creed, color, or sex, discriminate against any citizens of the State in the employment of labor or workers who is are qualified and available to perform the work involved within the contract.

The Contractor agrees that no contractor, Subcontractor, or any person on his behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, or sex.

[Signature]  
Signature of Authorized Agent

6/3/2021  
Date

President  
Title

Sworn to and subscribed in my presence this 3<sup>rd</sup> day of June, 20 21.

Sheila Malone  
Notary Public

My Commission Expires: 9/14/2022

Seal:



Sheila Malone  
Notary Public, State of Ohio  
My Commission Expires 9/14/22  
Section 147.03 R.C.

**ESCROW WAIVER**

Stines Excavating (Contractor), waives the requirements of Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code that an escrow account be established relating to the Contract and that interest be paid on retainage.

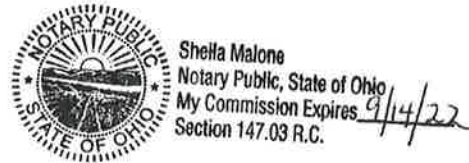
[Signature]  
Signature

Sworn to and subscribed in my presence this 3<sup>rd</sup> day of June, 2021.

Sheila Malone  
Notary Public

My Commission Expires: 9/14/2022

Seal:



**BID GUARANTY AND CONTRACT BOND (O.R.C § 153.571)**

Know all persons by these presents, that we, the undersigned

\_\_\_\_\_ (Contractor) as principal and

\_\_\_\_\_ as surety are hereby held and firmly bound unto the Village of Ashville, as 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). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternates 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

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_).

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligations is such that whereas the above-named principal has submitted a bid for work on the Contract.

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 (10%) 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 contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) 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 obligee accepts the bid of the principal and the principal within ten (10) 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.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; 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; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim,

as well as for the obligee; 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and 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

---

Signature

---

Printed Name and Title

---

Surety

---

Signature

---

Printed Name and Title

---

Surety's Address

---

Surety's Telephone Number

---

Surety's Fax Number

---

Surety's Agent

---

Surety Agent's Address

---

Surety's Agent's Telephone Number

---

Surety's Agent's Fax Number

## 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.

Stines Excavating  
 Legal Name of Bidder

Bidder is (check one):  sole proprietor  partnership  corporation  other legal entity

Luke Stevenson / President  
 Name and Title of Person Legally Authorized to Bind Bidder to a Contract

9505 SR 104 Lockbourne OH 43137  
 Address

740-500-9926 Telephone Number 83-1253834 Federal Tax ID Number  
 Fax Number

[Signature] Signature 6/3/2021 Date

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:

Christopher Hines  
 Name and Address

4775 Miller Rd Ashville OH 43103  
 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.

BID TAB

Name of Project: Center Alley Stormwater  
Outfall Repair

Contractor: Stines Excavating  
9505 SR 104

Address: Lockbourne OH 43137

Bid Opening: June 4, 2021

Phone Number: (740) 500-9926

Bid Items						
Ref #	Item #	Description	Qty	Unit	Unit Price (Material and Labor)	Bid Price
1	201	Clearing and Grubbing, As Per Plan	1	LS	5000	\$ 5000 -
2	201	Tree Removed, 18" Size	1	EA	1500	\$ 1500 -
3	202	Pipe Removed	20	LF	10.00	\$ 200 -
4	202	36" Pipe Filled in Place W/Cement Grout	137	LF	60.00	\$ 8220 -
5	207	Filter Fabric Sediment Fence	700	LF	3.00	\$ 2100 -
6	207	Stabilized Construction Entrance	1	EA	500	\$ 500 -
7	601	Rock Channel Protection, Type B	152	CY	65.00	\$ 9880 -
8	601	Riprap, Type A	130	SY	65.00	\$ 8450 -
9	604	Manhole Type "C", AA-S102 W/72" Base	1	EA	6000	\$ 6000 -
10	604	Endwall, AA-S169	1	EA	3000	\$ 3000 -
11	624	Mobilization	1	LS	15000	\$ 15000 -
12	659	Seeding and Mulching	1000	SY	3.00	\$ 3000 -
13	901	48" Storm Pipe, 720.12 w/911 Compacted Backfill	155	LF	250.00	\$ 38,750 -
14	912	Compacted Granular Backfill	195	CY	58.00	\$ 11,310 -

TOTAL: \$ 112,910 -

Federal I.D. No.: 83-1253834

## 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](mailto:chris@tebbecivil.com):

Name:	Phone:
Company:	Email:
<u>Requested Information:</u>	

## **Appendix C**

### **Contract Documents**

## **OWNER-CONTRACTOR AGREEMENT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, herein after called the "Contractor" and the Village of Ashville, Ohio herein after called "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

### ARTICLE I – SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of the Improvements of the Owner included in this Contract, all in strict accordance with the Contract Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contractor's Proposal and the Other Sections of the Contract Documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

### ARTICLE II – THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract subject to any additions or deductions provided therein, in current funds, the contract price computed as shown in the Proposal.

### ARTICLE III – COMPONENT PARTS OF THE CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- (1) Addendum Nos. (no specific numbers indicated), \_\_\_\_\_, and \_\_\_\_\_.
- (2) General Conditions
- (3) Technical Specifications
- (4) City of Columbus Specifications
- (5) Instruction to Bidders
- (6) Advertisement for Bids
- (7) Proposal
- (8) This Instrument

In the event that any provision in any of the above component parts of this Contract conflicts with any provisions in any other of the component parts, the provision in the component part

first enumerated above shall govern over any other provision in the component part which follows it numerically except as may be otherwise specifically stated.

This Contract is intended to conform in all respects to applicable statutes of the State of Ohio, and if any part or provision of this Contract conflicts therewith, the said statute shall govern. The Contractor shall name Owner as an additional insured on all insurance policies for this project.

Starting and Completion

The Contractor agrees to commence work under this contract on a date to be specified in a written order from the Owner, and to fully complete all work included in this Contract to the point of final acceptance by the Owner in accordance with the completion dates established in Section "V" of the General Conditions. The Owner agrees not to issue aforesaid written order prior to the time proposed for starting work as stated by the Contractor in the proposal except by mutual agreement between the Contractor and the Owner. The Owner further agrees to issue such written order not later than thirty (30) days after the Contractor's proposed starting date, provided that the Contractor has furnished to the Owner satisfactory evidence of bond and insurance coverage, and that all other conditions of the contract prerequisite to starting work have been complied with by the Contractor.

IN WITNESS WHEREOF:

For: Village of Ashville, Ohio

For:

\_\_\_\_\_  
Franklin Christman, Village Administrator

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CERTIFICATE OF AVAILABLE FUNDS**

I, \_\_\_\_\_, do hereby certify that I am the qualified acting fiscal officer for \_\_\_\_\_, Ohio, and that the amount of money to wit \$\_\_\_\_\_ required to meet the cost of the attached Agreement between \_\_\_\_\_ and \_\_\_\_\_ has been lawfully appropriated for said Agreement and is on deposit (in process of collection) to the credit of the appropriate fund, free from any other encumbrances.

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

PROJECT: \_\_\_\_\_

You are hereby notified to commence work in accordance with Agreement dated \_\_\_\_\_, 20\_\_, within (10) days of receipt of this notice, and you are to complete the work within one hundred and eighty (180) consecutive calendar days.

You are required to return an acknowledgment copy of this Notice to Proceed to the OWNER.

FOR: Village of Ashville

\_\_\_\_\_  
Signature

**ACCEPTANCE OF NOTICE**

Receipt of this notice to Proceed is hereby acknowledged by:

\_\_\_\_\_  
Contractor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

\_\_\_\_\_, Contractor, as Principal, and \_\_\_\_\_,

as Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_,

and authorized to transact in the State of Ohio the business of issuing such bonds as this

Surety, are held and firmly bound unto the \_\_\_\_\_  
hereinafter called the Owner, the Obligee, in the penal sum of **10% of the contract total**

of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in good and lawful money of the  
United States of America, to be paid to said Owner, it legal representatives and assigns, for  
which payment will and truly to be made, we bind ourselves, our heirs, executor,  
administrators, successors, and assigns, and each and everyone of them jointly and severally,  
firmly by these presents.

WHEREAS, the above named Principal has entered into a certain written Contract  
with Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for construction work  
entitled \_\_\_\_\_(hereafter called the Contract)  
which Contract and Specification for said work shall be deemed a part of this bond as fully  
rewritten and set out herein.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH,** that by and  
under said Contract, the above named Principal has agreed with Owner that for a period of one  
year from the date of payment of Final Invoice (or two years in the case of water main work), to  
keep in good order and repair any defects in all the work done under said Contract either by  
Principal or his subcontractors, or his material suppliers, that may develop during said period  
due to improper materials, defective equipment, workmanship, or arrangements, and any  
other work affected in making good such imperfections, shall also be made good all without  
expense to the Owner, excepting only such part or parts of said work as may have been  
disturbed without the consent or approval of the Principal after the final acceptance of the  
work, shall pay all lawful claims of subcontractors, material men, and laborers working for or  
through other subcontractors and material in the carrying forward performing or completing  
said maintenance work, and that whenever directed to do so by the Owner by notice served in  
writing, either personally or by mail on the Principal at

\_\_\_\_\_ or \_\_\_\_\_

legal representatives, or successors, or on the Surety at \_\_\_\_\_,

will proceed at once to make such repairs as directed by said Owner; and in case of failure to do so within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Owner may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting, the Owner shall not be held to obtain the lowest figures for doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection, from date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after the final acceptance of the same, and shall whenever notice is given as herein before specified, at once proceed to make repair as in said notice directed, shall pay in full all such subcontractors, material men, and laborers having a just claim in such repairs, or shall reimburse said Owner for any expense incurred by making such repairs, should the Principal or Surety fail to do as herein before specified, and shall fully indemnify, defend and save harmless the Owner from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or though the negligence of said Principal, servants, agents, or employees, in the protection of the work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.

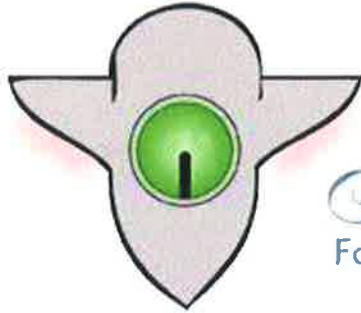
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this 3 day of June, 2021.

Signed, Sealed, and Delivered in the presence of:

Delong Ins. Co.  
Principal

By: Pam Det Guiles  
CNA  
Surety

By: \_\_\_\_\_



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**

*Stines Excavating*

Company Name Submitting Bid

*9505 SR 104*

Street Address

*Lockbourne OH 43137*

City, State, Zip

*740-500-9926*

Telephone Number

**GENERAL CONDITIONS AND REQUIREMENTS FOR BIDDERS  
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- A. BIDDER'S PLEDGE AND AGREEMENT
- B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA
- C. OWNER & DESIGN PROFESSIONAL
- D. PROJECT
- E. WORK
- F. ESTIMATE OF COST
- G. CONTRACT DOCUMENTS
- H. PREPARATION OF BIDS
- I. METHOD OF AWARD
- J. EXECUTION OF CONTRACT
- K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS
- L. ALTERNATES
- M. UNIT PRICES
- N. ADDENDA
- O. INTERPRETATION
- P. STATE SALES AND USE TAXES
- Q. DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES
- R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES
- S. MODIFICATION/WITHDRAWAL OF BIDS
- T. COMPLIANCE WITH APPLICABLE LAWS
- U. FINDINGS FOR RECOVERY
- V. PREVAILING WAGES
- W. FEDERAL FUNDING
- X. OHIO PUBLIC WORKS COMMISSION FUNDING

## INFORMATION AND REQUIREMENTS FOR BIDDERS SUMMARY

Each Bidder shall be responsible for submitting its Bid in accordance with the instructions in this Information and Requirements for Bidders, for the bid opening, before **11 AM (local time) on June 4, 2021** (the "Bid Deadline").

Sealed bids will be received by the Owner until the bid opening at the **Ashville Municipal Building located at 200 East Station Street, Ashville, Ohio 43103**. Bids received after this time will not be accepted.

The bidder is to submit a paper bid. All items listed in Appendix A must be provided. The bid must be enclosed and delivered in a sealed opaque envelope addressed to the **Village Engineer, 200 East Station Street, Ashville, Ohio 43103** with the bidder's name, bidder's address and title of the Contract plainly printed in the upper left hand corner. Each Bidder shall submit 1 copy of its bid to the Owner. Each Bidder shall be responsible for delivering its Bid to this office and address before the Bid Deadline.

All request for information shall be emailed to [chris@tebbecivil.com](mailto:chris@tebbecivil.com) 7 days prior to the bid opening. Each request must accompany the request for information form provided in Appendix A.

This project is subject to Ohio Prevailing Wage rates.

The Design Professional (referred to as the "Design Professional" or "Engineer" in the Contract Documents) is:

Tebbe Civil Engineering, LLC.  
4700 Lakehurst Court, Suite 135  
Dublin, Ohio 43016  
Phone: (614) 845-5885

The Design Professional's Representative is Christopher M. Tebbe, P.E. [chris@tebbecivil.com](mailto:chris@tebbecivil.com)

The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for (the "Project").

Date for Substantial Completion after award of the contract: 60 days

The total estimated construction cost for the base bid Work on the Project for which bids are being solicited at this time is \$120,000.

A complete set of the Contract Documents is available for examination, without charge, at the Ashville Municipal Building located at 200 East Station Street, Ashville, Ohio 43103, during its normal business hours.

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**General Conditions & Requirements for Bidders..... 2**

**Appendix A: Documents to be Submitted with Bid**

- Contractor’s Qualification Statement
- Subcontractors List
- Corporate Affidavit
- Contractor’s Personal Property Tax Affidavit (O.R.C. § 5719.042)
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- Escrow Waiver
- Bid Guaranty and Contract Bond (O.R.C. §153.571)
- Bid Form
- Bid Tab
- RFI (If applicable)

**Appendix B: Prevailing Wage Documents**

**Appendix C: Contract Documents**

- Owner-Contractor Agreement
- Certificate of Available Funds
- Notice to Proceed
- Maintenance and Guarantee Bond

**Appendix D: Construction Plans & Specifications**



## LEGAL NOTICE

Sealed bids will be received by the **Village of Ashville** (“Owner”) until **11:00 a.m.** on **Friday, June 4, 2021**, at the **Ashville Municipal Building, 200 East Station Street, Ashville, Ohio 43103** for all labor, material, and services necessary for **2021 Center Alley Stormwater Outfall Repair** (the “Project”), as more fully described in the Contract Documents prepared by **Tebbe Civil Engineering**. Bids received after this time will not be accepted. Bids will be opened publicly and read immediately thereafter. Subject to the right of the Owner to reject any or all bids, the Owner will award contracts to the bidder(s) submitting the lowest and best bid(s). Bid documents can be obtained via e-mail request to: [chris@tebbecivil.com](mailto:chris@tebbecivil.com)

### **2021 Center Alley Stormwater Outfall Repair**

Base Bid – Installation of 155’ of 48” storm sewer located within the Village of Ashville. It is anticipated that the work will commence in **July, 2021** and be completed by **September, 2021**.

A Bid Guaranty and Contract Bond shall accompany each bid as required by Section 153.571 of the Ohio Revised Code in an amount equal to the sum of the bid submitted by each contractor. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. In lieu of posting the bond, a bidder may use a cashier’s check, certified check, or letter of credit for ten percent of the contractor’s bid as bid security. When a check or a letter of credit is used the bidder shall be required to post a 100 percent labor and material payment bond, upon the signing of the contract.

The contractor and all subcontractors shall pay employees on the project the prevailing wages established by the Ohio Department of Industrial relations, including all updates, and shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, as applicable. There will not be a pre-bidding meeting held for this project. **All questions must be submitted in writing to the engineer at [chris@tebbecivil.com](mailto:chris@tebbecivil.com) by 4:30 pm on Friday, May 28, 2021.**

By order of Ashville  
Mayor Charles K. Wise  
200 East Station Street  
Ashville, Ohio 43103  
(740) 983 – 6367

May 7, 2021