Whereas, the Village of Ashville can execute agreement up to $\$ 119,000$, see ORC 731.141 and
Whereas, the Village of Ashville Council desires to repair the stormwater outfall for Center Alley Stormwater Main.

Now, Therefore, be it resolved by the Village of Ashville Council

## Section One

That the Village of Ashville Council approves, "as the lowest and best BID", Sines Excavating, Exhibit A, for the following to be executed by the Village Administrator and Fiscal Officer:

| Discription | Account Name | Account Number | Amount |
| :--- | :--- | :--- | :--- |
| Center Alley Stormwater Outflow | Stormwater | $5704-800-590-0000$ | $\$ 39,000.00$ |
| Support Equipment and Supplies | Contingency | $1000-930-930-5000$ | $\$ 80,000.00$ |
| Total |  |  | $\$ 119,000.00$ |

## Section Two

That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and its inhabitants for the reason that there exists an imperative necessity for the earliest passage of this resolution to meet the obligations of the Village and will go into effect immediately upon its passage by Council.

Therefore, this resolution will take effect upon passage.

$$
\text { Motion Offered by: } \quad \text { Nelson R. Embrey }
$$

Seconded to the Motion Offered by: Roger L. Clark
Upon roll call on the adoption of the resolution, the vote was as follow:
Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No Council Member Yes No Council Yes No Roger L. Clark $\boxtimes \square$ Nelson R. Embrey $\boxtimes \square$ Randy S. Loveless $\boxtimes \square$ R. David Rainey $\boxtimes \quad \square$ Tracie N. Sorvillo $\square \quad \square$ Darryl E. Ward $\boxtimes \quad \square$


April D. Grubs, Clerk-Fiscal Officer


DATE:


[^0]Prepared: 06/15/2021
Revised Date:
Certificate of Recording Officer

Review Date:

1 of $\mathbf{1 6}$ | Page
Clerk-Fiscal Officer
(Original signature of April D. Grube)

Name of Project: Center Alley Shormuatior

Bid Opening: June 4, 2021


Federal I.D. No.: $83-1253834$

## 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., parentsubsidiary).
(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.


Printed Name and Title
Luke Stevenson $\qquad$ 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 $\qquad$ 3 cd day of $\qquad$ June 2021.
$\qquad$
Notary Public

My Commission Expires: $\quad 9 / 14 / 2022$

Seal:
Notary Public, State of Ohio
$\square$

$$
\text { Section } 147.03 \text { R.C. }
$$

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 ( $\mathbf{5 0 \%}$ ) of the total Contract cost.

Rossco Ready Mix - producer
Forterva - producer
Buckeye State Pipe - producer
E.C. Babbert - producer

## CONTRACTOR'S PERSONAL. PROPERTY TAX AFFIDAVIT

(O.R.C § 5719.042)

STATE OF $\qquad$ Ohio
county of Pickaway, ss:

> Affiant, being first duly sworn, deposes and says:

2. The Contractor's offices are located at $9505 \quad S R 104$ 43137
3. I am the Contractor's duly authorized representative for making this affidavit.
4. Effective this $\qquad$ 3 day of $\qquad$
$\qquad$ $20 \quad \mathrm{Z1}$, the Contractor:
(___) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

|  | Amount <br> County <br>  <br>  <br> Conclude total amount, with <br> penalties and interest thereon) |
| :--- | :--- |
| County | $\$ \ldots$ |

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

sworn to and subscribed in my presence this $3^{\text {rd }}$ day of_ June $\qquad$


## NON-COLLUSION AFFIDAVIT



STATE OF $\qquad$
COUNTY OF Pickaway
 ,
 Parther/Presidean (sole owner, a partner, president, secretary, etc.) of Shes trace vg 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


Sworn to and subscribed in my presence this $3^{r d}$ day of Tune 20 , 21.


Notary Public


Seal:


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.
numeormonerc-Center Ally 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.


Sworn to and subscribed in my presence this $3^{\text {rd }}$ day of June 2021 .


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

ESCROW WAIVER

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.


Sworn to and subscribed in my presence this 3 rd day of $\qquad$ June 2021


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.


Legal Name of Bidder

Bidder is (check one): $\square$ sole proprietor partnership $\square$ corporation $\square$ other legal entity
Luke Stevenson /President
Name and Title of Person Legally Authorized to Bind Bidder to a Contract
95055 K 104 Lockborme OH 43137
Address


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:


Name and Address


## OWNER-CONTRACTOR AGREEMENT

THIS CONTRACT, made this ___ day of ___ 20 _ by and between Stines Excavating . 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), $\qquad$ , and $\qquad$ .
(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


Franklin Christman, Village Administrator

Dated: $\qquad$

Witness:


For:

Luke Stevenson, President

Dated: $\qquad$

Witness:
$\qquad$
$\mathbf{1 0}$ of $\mathbf{1 6} \mid \mathrm{P}$ a g e

I,
, April Grube , do hereby certify that I am the qualified acting fiscal officer
for the Village of Ashville Ohio, and that the amount of money to wit
$\$ 112,910$ required to meet the cost of the attached Agreement
between $\qquad$ and Stines Excavating
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.


NOTICE TO PROCEED

TO: $\qquad$ Date: $\qquad$

PROJECT: $\qquad$

You are hereby notified to commence work in accordance with Agreement dated
$\qquad$ , 20 $\qquad$ 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 $\qquad$ day of $\qquad$ 20 $\qquad$
By: $\qquad$
Title: $\qquad$

## MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned
, Contractor, as Principal, and $\qquad$
as Surety, a corporation organized and existing under the laws of the State of $\qquad$ ,
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 $\qquad$ hereinafter called the Owner, the Obligee, in the penal sum of $\mathbf{1 0 \%}$ of the contract total
of $\qquad$ 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, jour 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 $\qquad$ day of $\qquad$ 20 $\qquad$ for construction work
entitled $\qquad$ (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 $\qquad$ ,
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 WHEROF, 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:


By: $\qquad$


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
$\frac{\text { Stines Excavation g }}{\text { Company Name Submitting Bid }}$

| $\frac{9505}{} 5 R \quad 104$ |  |
| :--- | :--- | :--- |
| Street Address |  |
| Lackhovrre OH 43137 |  |
| City, State, Zip  $740-500-9926$ <br> Telephone Number   |  |

## Exhibit A Continued

## GENERAL CONDITIONS AND REQUIREMENTS FOR BIDDERS TABLE OF CONTENTS

A. BIDDER'S PLEDGE AND AGREEMENT
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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 $\mathbf{2 0 0}$ 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 seated 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 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
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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|  | Subcontractors List |
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|  | Contractor's Personal Property Tax Affidavit (O.R.C. § 5719.042) |
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|  | Certificate of Available Funds |
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## 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 $\mathbf{2 0 2 1}$ 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

## 2021 Center Alley Stormwater Outfall Repair

Base Bid - Installation of $155^{\prime}$ of $48^{\prime \prime}$ 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 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) $983-6367$



[^0]:    Charles K. Wise, Mayor

