

SECTION 00 4113

UNIT PRICE BID FORM

PART 1 GENERAL

From: Sams Excavating Unlimited, Inc  
Name of Bidder

4324 St Paul Rd

Ashville, Ohio 43103  
Address & Zip of Bidder

740-983-1589  
Area Code & Telephone Number of Bidder

To: Village of Ashville, Ohio  
Village Administration Building  
200 East Station Street  
Ashville, OH 43103

Gentlemen:

Having examined the contract documents entitled:

VILLAGE OF ASHVILLE, OHIO  
SANITARY SEWER IMPROVEMENTS 2016 (PART B)

Prepared by AECOM, 277 W. Nationwide Blvd., Columbus, Ohio 43215, for the construction of the project, and having inspected the site and the conditions affecting and governing the construction of the project, the undersigned hereby proposes to furnish all material and perform all labor specified and described in the specifications and shown on the drawings for the work for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

1.1 BIDDER OWNER AGREEMENT

- A. The Owner has the option of awarding bid based on the Owners preference of the type of equipment desired. Once equipment is selected, each bidder's associated pipe cost will be inserted into the appropriate base bid line items and compared in order to determine the low bid. This method of selecting equipment does not obligate the Owner to select the lowest price equipment.
- B. It is mandatory to state prices for all Alternatives. Any bid without Alternate pricing shall be considered nonresponsive. The Owner reserves the right to award project based on the best responsive bid.
- C. Owner reserves the right to accept or reject any Alternatives to the computed total base bid, regardless of cost.
- D. Addenda

1. All Addenda, revised drawings and bulletins issued have been included in this bid and are listed below:

2. The Contractor is to acknowledge receipt of Addendum below. Enter date and initial.

Addendum	Dated	Received By	Addendum	Dated	Received By
No. 1	10/6/16	10/10/16	No. 4		
No. 2	10/10/16	10/19/16	No. 5		
No. 3	10/10/16	10/19/16	No. 6		

E. **Completion Time:** It is understood and agreed that work embodied in this contract, together with the alterations thereto, if any, shall be substantially complete within 305 days, and complete with 365 days from the date of entering into the contract therefore.

F. **Commencement of Work:** Work shall start within 10 days of signing the Contract.

G. **Liquidated Damages:** The undersigned has read the liquidated damages clause in the Instructions to Bidders and agrees to its terms.

H. **Bond:** The undersigned agrees to furnish a Performance Bond and a Labor and Material Payment Bond as described in the Instructions to Bidders.

I. **Bid Package:** The bid package consists of the following forms:

1. Section 00 2113, "Instructions to Bidders". (for information only)
2. Section 00 4113, "Unit Price Bid Form".
3. Section 00 4313, "Bid Security".
4. Section 00 4325, "Substitution Request Form".
5. Section 00 4336, "Proposed Subcontractor's Form".
6. Section 00 4513, "Bidder's Qualifications".
7. Section 00 4515, "OEPA WPCLF Program Requirements"
  - a. Contractor Equal Employment Opportunity (EEO) Certification
  - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
  - c. DBE Forms 1A and 1B
    - 1) To be submitted with bid package OR within 2 weeks of bid opening.
  - d. American Iron & Steel Sign-off Form.
8. Section 00 4519, "Non-Collusion Affidavit".
9. Section 00 4529, "Personal Property Tax Disclosure Affidavit".

1.2 UNIT PRICE SCHEDULE

A. Notes to Bidders

1. The price quoted shall include all items of labor, materials, tools, equipment, insurance and other costs necessary to fully complete the work pursuant to the CONTRACT DOCUMENTS. It is the intention of the Contract Documents to provide and require a completed work Project ready for operation. Any work items omitted from such Contract Documents which are clearly necessary for the completion of such work and its appurtenances shall be considered a part of such work although not directly specified or called for in the Contract Documents.
2. An increase or decrease in the quantity for any unit price item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16

LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
1	201	Clearing and Grubbing	L.S.	1	5,000.00	5,000.00	10,000.00	10,000.00
2	201	Tree Removal > 15 inches	E.A.	1	500.00	200.00	700.00	700.00
3	202	Fence Removed and Reinstalled	L.F.	20 295	10.00	4.00	14.00	4,130.00
4	202	Storm Structures Removed	EA.	7	100.00	150.00	250.00	1,750.00
5	202	Manhole Abandoned In-place	EA.	1	100.00	200.00	300.00	300.00
6	202	<del>Portions of Structure Removed (As Directed)</del>	C.Y.	5				
7	202	Abandoned Pipe In-place, 24 Inches and Under	EA.	120	10.00	10.00	20.00	2,400.00
8	202	Pipe Removed, 24 Inches and Under	L.F.	551	5.00	5.00	10.00	5,510.00
9	202	Cut and Plug Conduit Opening Through 12 Inches	EA.	2	100.00	200.00	300.00	600.00
10	202	Cut and Plug Conduit Opening Through 24 Inches	EA.	10	100.00	250.00	350.00	3,500.00
44	203	Embankment Improvements W/ 4" Gravel base	C.Y.	32				
12	207	Temporary Sediment and Erosion Control	L.S.	1	4,000.00	1,000.00	5,000.00	5,000.00

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LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
13	253	Temporary Pavement (Village Roads)	S.Y.	63				
14	253 Spec.	Temporary Pavement (Main Street-State Route 316 Crossing)	S.Y.	74 134	5.00	6.00	11.00	1,474.00
15	254	Pavement Planing, Asphalt Concrete	C.Y. S.Y.	54 1296	1.00	2.47	3.47	4,497.12
16	407	Tack Coat	GAL	468	.75	2.00	2.75	1,287.00
17	448	1.5-inch Asphalt Concrete Surface Course, Scioto St.	C.Y. S.Y.	49 1176	2.40	6.40	8.80	10,348.80
18	448	1.5-inch Asphalt Concrete Surface Course, Lexington Ave.	C.Y. S.Y.	49 1176	2.40	6.40	8.80	10,348.80
19	Spec.	Driveway Replacement, Gravel (To Include Alley)	C.Y. S.Y.	366 1647	2.00	2.00	4.00	6,588.00
20	Spec.	Gravel Driveway Replacement w/ Asphalt Pavement Course (Haddox Property)	C.Y. S.Y.	244 844	4.00	18.78	22.78	19,226.32
21	Spec.	Temporary Gravel Parking Area on Village of Ashville Property (For Haddox Property)	C.Y. S.Y.	65 390	3.00	4.00	7.00	2,730.00
22	Spec.	12'x10' Rubber Speed Bumps (For Haddox Property)	EA.	2	100.00	900.00	1,000.00	2,000.00
23	Spec.	6' Concrete Parking Blocks, ODOT RM-6-1 (For Haddox Property)	EA.	26	40.00	40.00	80.00	2,080.00
24	Spec.	Deteriorated Asphalt Replacement with 6" Gravel Base and ODOT Type "D" Geotextile Fabric (For Haddox Property)	S.F.	2,588	2.00	3.00	5.00	12,940.00

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LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
25	Spec.	Driveway Replacement, Concrete	C.Y. S.Y.	15 54	10.00	40.00	50.00	2,700.00
26	Spec.	Pavement Replacement Type 1, Main Street-State Route 316	C.Y. S.Y.	23 92	18.00	66.00	84.00	7,728.00
27	Spec.	Pavement Replacement, Village Streets	C.Y. S.Y.	400 1310	10.00	21.50	31.50	41,205.00
28	604 Spec.	Type "C" Sanitary Manhole with 48-Inch Base	EA.	18	200.00	2,200.00	2,400.00	43,200.00
29	604 Spec.	Type "C" Sanitary Manhole with 60-Inch Base	EA.	7	500.00	2,000.00	2,500.00	17,500.00
30	604 Spec.	Type "C" Sanitary Manhole with 48-Inch Base, Outside Drop	EA.	1	500.00	4,000.00	4,500.00	4,500.00
31	604 Spec.	Type "C" Sanitary Manhole with 60-Inch Base, Outside Drop	EA.	1	500.00	5,800.00	6,300.00	6,300.00
32	604	<del>Type "C" Sanitary Manhole with 72-Inch Base, Outside Drop</del>	EA.	0				
33	604 Spec.	Type "E" Sanitary Manhole with 48-Inch Base	EA.	2	500.00	2,000.00	2,500.00	5,000.00
34	604 Spec.	Type "C" Storm Manhole with 48-Inch Base and Grated Lid	EA.	1	500.00	1,000.00	1,500.00	1,500.00
35	604 Spec.	Type "E" Storm Manhole with 60-Inch Base and Solid Lid	EA.	1	500.00	2,000.00	2,500.00	2,500.00
36	604 Spec.	Odot 2x2 Catch Basin	EA.	1	200.00	800.00	1,000.00	1,000.00

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LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
37	604	4-inch Drain Inlet	EA.	2	100.00	200.00	300.00	600.00
38	604	Odor 2x3 Curb Inlet	EA.	2	200.00	800.00	1,000.00	2,000.00
39	604 Spec.	Headwall for 18 Inch pipe	EA.	1	200.00	1,000.00	1,200.00	1,200.00
40	604 Spec.	Reconstruct Manhole Bench and Channel, As Directed	EA.	2	200.00	400.00	600.00	1,200.00
41	604 Spec.	Sanitary Manhole with 48-Inch Base, As Directed	EA.	1	200.00	1,000.00	1,200.00	1,200.00
42	607	Fence Replaced with Type CLT 60-Inch Chain Link	L.F.	305	10.00	10.00	20.00	6,100.00
43	608 Spec.	4-Inch Concrete Sidewalk Replacement	S.F.	2,160	2.00	4.00	6.00	12,960.00
44	609 Spec.	Concrete Curb & Gutter	L.F.	24	10.00	15.00	25.00	600.00
45	611	<del>4-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill</del>	L.F.	44				
46	611 Spec.	4-Inch PVC SRD35 Sanitary Storm Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	60	10.00	30.00	40.00	2,400.00
47	611	<del>6-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill</del>	L.F.	44				
48	611	<del>6-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill</del>	L.F.	44				

**REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16**

LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
49	644 Spec.	8-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	45	20.00	19.00	39.00	1,755.00
50	644 Spec.	8-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	53 67	20.00	19.00	39.00	2,163.00
51	644 Spec.	18-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	796	40.00	80.00	120.00	95,520.00
52	644 Spec.	18-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	809	40.00	70.00	110.00	88,990.00
53	644 Spec.	24-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	3,553	40.00	90.00	130.00	461,890.00
54	644 Spec.	24-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	1,432	40.00	80.00	120.00	171,840.00
55	644 Spec.	18-Inch PVC PS46 Storm Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	71	40.00	80.00	120.00	8520.00
56	644 Spec.	18-Inch PVC PS46 Storm Sewer with Type 1 Bedding and Compacted Backfill	L.F.	58	40.00	80.00	120.00	6,960.00
57	613	Flowable Controlled Density Fill (FCDF)	C.Y.	20 44	10.00	100.00	110.00	4,840.00
58	614	Maintaining Traffic, As Per Plan	L.S.	1	10,000.00	5,000.00	15,000.00	15,000.00
59	623	Construction Layout Stakes	L.S.	1	10,000.00	5,000.00	15,000.00	15,000.00
60	624	Mobilization	L.S.	1	5,000.00	45,000.00	50,000.00	50,000.00

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16

LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
61	638 Spec.	4-Inch PVC DR25 Class 165 With Fittings, Water Main Compacted Granular Backfill	L.F.	354	10.00	35.00	35.00	12,390.00
62	638 Spec.	10-Inch PVC DR25 Class 165 With Fittings, Sewer Force Main Compacted Granular Backfill	L.F.	2,982	10.00	43.00	53.00	158,046.00
63	638 Spec.	10-Inch PVC DR25 Class 165 With Fittings, Sewer Force Main with Compacted Backfill	L.F.	1,838	10.00	35.00	45.00	82,710.00
64	638	4-inch Tapping Sleeve, Valve, and Valve Box	EA.	1	200.00	4,000.00	4,200.00	4,200.00
65	638	4x6"-inch Tapping Sleeve, Valve, and Valve Box	EA.	1	500.00	4,200.00	4,700.00	4,700.00
66	638 Spec.	10-inch Force Main Air Release Valve, Complete W/ Structure	EA.	2	1,500.00	10,000.00	11,500.00	23,000.00
67	638 Spec.	10-inch Force Main Clean Out Assembly	EA.	4	1,000.00	8,500.00	9,500.00	38,000.00
68	659	Seeding and Mulching, Class 2	S.F. S.Y.	87,765 9,752	.50	.50	1.00	9,752.00
69	Spec.	Core Drill and Boot Existing Manhole, As Per Plan	EA.	2	500.00	1,200.00	1,700.00	3,400.00
70	Spec.	Dewatering	L.S.	1	2000.00	3,000.00	5,000.00	5,000.00
71	Spec.	Bypass Pumping, As Directed	L.S.	1	8000.00	10,000.00	18,000.00	18,000.00
72	Spec.	Field Tile, Underdrain, Perimeter Drain, Culvert, Sanitary Sewer Service, Leach Field Pipe, Water Line, and Gas Line Repair/Replacement, As Directed	L.F.	260	20.00	50.00	70.00	18,200.00

**REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16**

LINE NO.	ODOT NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
73	Spec.	Transfer (3/4-inch) Water Service	EA.	2	500.00	500.00	1,000.00	2,000.00
74	Spec.	<del>Special Structural Modification as Directed</del>	EA.	2				
75	Spec.	Storm Water Pollution Prevention Plan and Implementation	L.S.	1	1,500.00	1,200.00	2,700.00	2,700.00
76	Spec.	Material Testing / Inspection (Cost Allowance)	L.S.	1			\$30,000.00	\$30,000.00

**TOTAL BASE BID**

one million six hundred three thousand eight hundred eighty-nine dollars four cents Dollars (\$1,603,889.04)  
 (In words) (In figures)

NOTES: The Bid Price of each item is the sum of the labor and material unit price multiplied by the quantity. The Total Base Bid is the sum of all the individual item bids.

1.3 RIGHTS RESERVED

A. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any and all bids, or part of any bid, and it is agreed that the proposal may not be withdrawn for a period of sixty (60) days subsequent to the opening of bids, without the consent of the Owner.

1. If bidder is a corporation, fill in these blanks.

Sams Excavating Unlimited, Inc  
Name of Corporation

OHIO  
State in which incorporated

Signature of an officer authorized to make this agreement. If other than a President or Vice President a copy of the resolution giving authorization from The Board of Directors is required.

4324 St Paul Rd  
Ashville, Ohio 43103  
Address of Corporate Headquarters  
(w/Zip Code)

(419) 983-6589  
Area Code, Telephone Number

  
Signature of Officer

William Cline  
Officers Printed Name & Corporate Office

4324 St Paul Rd  
Ashville, Ohio 43103  
Business Address – Zip Code

(419) 983-6589  
Area Code, Telephone Number

2. If bidder is a foreign corporation, fill in the following in addition to the above.

\_\_\_\_\_  
Statutory Agent

\_\_\_\_\_

Address of Statutory Agent (w/Zip Code)

( )

Area Code, Telephone Number

3. If the bidder is a partnership, fill in the following blanks:

Name of Partnership

List Names of Each Partner

\_\_\_\_\_

\_\_\_\_\_

Signature of at least one partner

Member of Firm

\_\_\_\_\_

Business Address (w/Zip Code)

( )

Area Code, Telephone Number

4. If the bidder is an individual, fill in the following blanks:

Signature of Individual

\_\_\_\_\_

Business Address (w/Zip Code)

( )

Area Code, Telephone Number

**B. Substitution Sheet**

1. All base bids shall be based upon the materials and/or equipment specified.
2. Bidders desiring to make substitutions shall list such proposed substitutions below, together with the amount of money to be added to or deducted from the amount of their base bid.

3. Substitution, if any, must be submitted with this bid.
4. Complete specifications and descriptions of any items the bidder proposes to substitute shall be furnished with, and be attached to his bid.

Brand or Make Specified	Proposed Substitution	Add	Deduct
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

N/A

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4113

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**SECTION 00 4313**

**BID SECURITY**

**FORM OF BID GUARANTY AND CONTRACT BOND  
(As prescribed by Ohio Revised Code Section 153.571)**

**KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,**

Sam's Excavating Unlimited, Inc., as Principal, at

4324 Saint Paul Rd. Ashville, OH 43103 (Address)

and The Cincinnati Insurance Company as Surety, are hereby held and firmly bound unto the Village of Ashville, Ohio, as Obligee, in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on (date) 10/20/2016 to undertake the Project known as:

**Project Name: Village of Ashville, Ohio Sanitary Sewer Improvements 2016 (Part B)**

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids 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 preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall 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 for the above referenced 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 Contract bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and**

responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum 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 10 days after the awarding of the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully 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 Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers 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 Subcontractor, Material Suppliers 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, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this 12th day of October, 2016

**PRINCIPAL:**

Sam's Excavating Unlimited, Inc.

By: [Signature]

Title: President

**SURETY:** The Cincinnati Insurance Company

By: [Signature]  
Attorney-in-Fact

**SURETY INFORMATION:**

6200 S. Gilmore Rd.

Street:

Fairfield, OH 45014-5141  
City State Zip

(513) 870-2000  
Telephone Number

**SURETY AGENT'S INFORMATION:**

Consolidated Insurance Group LLC  
Agency Name

371 County Line Rd. W. Ste. 100A  
Street

Westerville, OH 43082  
City State Zip

(614) 891-2858  
Telephone Number

END OF SECTION 00 4313

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

Thomas G Pillifant IV, Jason L Pillifant, Dolores A Hicks, Andrea Bowman,

of Westerville, OH

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.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

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.



Signature of Mark J. Huller

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.

this 12th day of October, 2012



Signature of Scott R. Boer

Assistant Secretary





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SECTION 00 4336

PROPOSED SUBCONTRACTORS FORM

PART 1 GENERAL

- A. List the subcontractors that the Bidder is proposing. As a minimum, indicate the electrical (if applicable) and directional drilling subcontractor (if applicable).

LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Name and Address		Service to Be Provided
Roesse Brothers Paving Inc. 14360 State Route 104 Ashville, Ohio 43103		Asphalt Paving
Dreier & Malker Inc 6508 Taylor Rd SW Reynoldsburg, Ohio 43068		Sewer line testing
Harral & Stevenson 120 E Main St Circleville, Ohio 43113		Surveying
Capital City Mechanical 5929 Haughn Rd. Grove City, Oh 43123		Hydro excavating

END OF SECTION 00 4336

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SECTION 00 4513

BIDDER'S QUALIFICATIONS

At the time of bid, the bidder is required to provide detailed information on the form herein (or referenced and attached hereto) as evidence of the bidder's responsibility, experience, skill, and financial capacity to complete this contract in the time allotted. This information will be used by the owner to determine if the proposal is the lowest responsible and responsive bid. The Owner may make related investigations to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner or its representative, in a timely manner, all such information and data as the Owner may request for this purpose, which may include a financial statement.

1. General Information

Name: Sams Excavating Unlimited, Inc.  
Address: 4324 St Paul Rd Ashville, Ohio 43103

Names, Titles, and Years of Experience of Company Officers and Key Supervisory Personnel:

Sam Hall - VP 14 yrs  
William Cline - President 14 yrs  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Administration of this Contract:  
4324 St Paul Rd Ashville, Ohio 43103

Years in Business as a Contractor: 14 yrs  
Former Names of the Organization: N/A

Certification of legal qualifications to do business at the project site.

Bank References: Vinton County Bank  
Kingston National Bank  
The Savings Bank

Surety for this Project:  
Name of Bonding Company: Cincinnati Insurance Company  
Name and Address of Agent: Consolidated Insurance Group  
371 County Line Rd. W. St. 100A  
Westerville, Ohio 43082

Major equipment owned and available to be used on this Project:

- CAT 330 Excavator
- CAT 320 Excavator
- CAT 316 Excavator
- CAT 308 Excavator
- CAT 930G Wheel loader
- CAT 938G Wheel loader
- CAT 316 Backhoe
- CAT 359 Track loader
- CAT 279 Track loader
- CAT 262 Wheel loader
- CAT 84in Roller
- 84in Bomag Roller
- Lime Trench boxes
- Dump Trucks-6
- CAT-Dozers

Major equipment to be rented for use on this Project:

None

2. Provide the following information for similar projects completed within the last 5 years, within a 500-mile radius of the project site (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity.

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A. Owner: Dick Kilbarger Contact Person and Phone No.: Dick Kilbarger  
 Project: Dogwood Crossing Original Contract Amount: 412,000.00  
 Original Completion Date: 9/2011 Final Contract Amount: 412,000.00  
 Final Completion Date: \_\_\_\_\_

B. Owner: JMD Properties Contact Person and Phone No.: Mark Wright  
 Project: King Ave CitySpace Original Contract Amount: 1,000,000.00  
 Original Completion Date: 10/2014 Final Contract Amount: 1,400,000.00  
 Final Completion Date: 10/2014

C. Owner: Alexis Rolled Products Contact Person and Phone No.: Tina Wilson  
909-236-2197  
 Project: Alexis Expansion Original Contract Amount: 360,000.00  
 Original Completion Date: 10/2013 Final Contract Amount: 2,400,000.00  
 Final Completion Date: 10/2013

D. Owner: Menard Inc Contact Person and Phone No.: \_\_\_\_\_  
 Project: Menard, Loveland Original Contract Amount: 375,000.00  
Ohio Final Contract Amount: 2,000,000.00  
 Original Completion Date: \_\_\_\_\_  
 Final Completion Date: 10/2015

E. Additional Sheets

3. Provide the following information for similar projects within a 500-mile radius of the project site that are currently under construction (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity:

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

A. Owner: Darby Township Contact Person and Phone No.: Med Musselman  
614-877-3848  
 Project: Clarks Lake Subdivision Original Contract Amount: 380,000.00  
 Original Completion Date: \_\_\_\_\_ Final Contract Amount: 380,000.00  
 Final Completion Date: \_\_\_\_\_

B. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
Final Completion Date: \_\_\_\_\_

C. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
Final Completion Date: \_\_\_\_\_

D. Owner: \_\_\_\_\_ Contact Person and Phone No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
\_\_\_\_\_  
Original Completion Date: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
Final Completion Date: \_\_\_\_\_

E. Additional Sheets

END OF SECTION 00 4513

SECTION 00 4515

OEPA WPCLF PROGRAM REQUIREMENTS

PART 1 GENERAL

1.1 OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) – WATER POLLUTION CONTROL LOAN FUND (WPCLF)

- A. The contract work described in the Contract Documents is being funded in part with loan and loan forgiveness funds from the OEPA WPCLF Program. All requirements of the OEPA WPCLF Program must be followed and complied with by all bidders and the successful contractor.

1.2 CONTRACTOR'S REQUIREMENTS

- A. The following requirements are included in the Contract for the work and are a part thereof:
1. Contractor Equal Employment Opportunity Certification (2 pages)
  2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form (2 pages)
  3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions (1 page)
  4. Disadvantaged Business Enterprises (DBE) Utilization (5 pages)
  5. Form 1A: DBEP Indiv. DBE Subcontractor Proposed Performance Form (1 page)
  6. Form 1B: DBEP DBE Subcontractor Utilization Summary (1 page)
  7. Form 2: DBEP DBE Subcontractor Actual Participation Form (1 page)
  8. Form 5700-52A: USEPA MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements (2 pages)
  9. Form 5700-52A: Instructions (3 pages)
  10. Davis-Bacon Wage Rate Requirements (10 pages)
  11. Violating Facilities Clause (1 page)
  12. Requirement for Utilization of Small Businesses in Rural Areas (SBRA) (1 page)
  13. Insurance Provisions (2 pages)
  14. Materials Testing (1 page)
  15. Continuous Treatment Provisions (1 page)
  16. WPCLF/WSRLA Change Order (2 pages)
  17. Local Protest Procedure (1 page)
  18. Basis and Method for Award (2 pages)
  19. Payment Methods (2 pages)
  20. WPCLF Contract Documents Review (1 page)
  21. Bid Package Submittals (1 page)
  22. American Iron & Steel Provisions (20 pages)
  23. American Iron & Steel Sign-off Form (1 page)
  24. American Iron & Steel Certification Form (1 page)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4515

### Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

William Cline - President

(Name and Title of Signer, Please type)

Sams Excavating Unlimited, Inc

(Firm Name)

(Date)

10/19/16

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

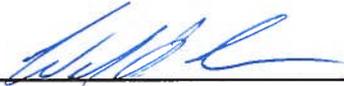
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statues or commission if embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

William Cline - President

Type Name & Title of Authorized Representative



Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

**FORM 1A**  
**Disadvantaged Business Enterprise Program**  
**Individual DBE Subcontractor Proposed Performance Form**

NAME OF SUBCONTRACTOR <sup>1</sup> <i>Sams Excavating Unlimited, Inc</i>		PROJECT NAME
ADDRESS <i>4324 St Paul Rd. Ashville, Ohio 43103</i>		CONTRACT NO.
TELEPHONE NO. <i>740-983-6589</i>		EMAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
	<i>N/A</i>	
Currently certified as an MBE or WBE under EPA's DBE Program? _____ MBE _____ WBE _____ Neither		
_____ Prime Contractor Signature		_____ Title/Date
_____ Subcontractor Signature		_____ Title/Date

<sup>1</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**This form is to be submitted as part of the prime contractor's proposal package.**

**FORM 1B**  
**Disadvantaged Business Enterprise Program**  
**DBE Subcontractor Utilization Summary**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE? (specify which)
	N/A		

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**This form is to be submitted as part of the prime contractor's proposal package.**

**American Iron & Steel Sign-off Form**

The Contractor acknowledges to and for the benefit of the Village of Ashville, Ohio ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

  
\_\_\_\_\_

10/19/16  
\_\_\_\_\_

Signature

Date

William Cline - President  
\_\_\_\_\_

Name and Title of Authorized Signatory, Please Print or Type

Sam's Excavating Unlimited, Inc  
\_\_\_\_\_

Bidder's Firm

Check here if the WPCLF applicant will be requesting a waiver for non-American made iron and steel products.

SECTION 00 4519

NON-COLLUSION AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF Ohio

COUNTY OF Pickaway

William Cline being first duly sworn, deposes and says that he is  
President

(President, Secretary, etc.)

of the party who made the foregoing proposal, that such proposal was genuine and not collusive, that said Bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not, in any manner, directly or indirectly, seek by agreement or collusion, or communication or conference with any person, to fix the bid price of Affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Village of Ashville, Ohio, or any person interested in the proposed contract, and that all statements contained in said Proposal are true and further, that such Bidder did not, directly or indirectly, submit this Proposal, or the contents thereof, or divulge information or data relative thereto, to any association or to any member or agent thereof.

*[Handwritten Signature]*

AFFIANT

Sworn to and subscribed before me this 19 day of October, 2016

Tiffany Thompson  
NOTARY PUBLIC IN AND FOR

Pickaway County, Ohio

My Commission expires March, 4th, 2018

(SEAL)



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SECTION 00 4529

PERSONAL PROPERTY TAX DISCLOSURE AFFIDAVIT

STATE OF Ohio

COUNTY OF Pickaway

I, William Cline, President  
(Name) (Office or Title)  
of the Sam's Excavating Unlimited, Inc  
(Company Name)

first being duly sworn, do depose and state that it has submitted a competitive Bid for a Contract to be administered and awarded by Ashville, Ohio.

Furthermore, affiant says that it was not charged with any delinquent personal property taxes, penalties or interest due or owing to the County of [Pickaway], State of Ohio, except as herein stated:

(If none, so state. If due, state amount due together with assisted interest and penalty)

Further, affiant says that a copy of this statement, affirmed under oath, shall be made a part of its Bid and the Contract to be awarded.

Furthermore, affiant sayeth not.

Sam's Excavating Unlimited, Inc Signed: [Signature]  
Corporation or Business

Title: President

Subscribed and sworn before me, a Notary Public, this 19 day of October, 2016

Tiffany Thompson  
Notary Public in and for

Pickaway County,

My Commission expires 3/4 2018 (SEAL)

END OF SECTION 00 4529



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