

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

BID PACKET

The Contractor shall submit his Bid on the forms provided in this Bid Package. Do not detach forms bound into the Project Manual. Attach additional pages and documentation as necessary.

Forms in this package:

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 Subcontractors 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".
10. Section 00 4550, "OPWC Governmental Requirements".
 - a. OPWC Governmental Requirements Attachment.

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SECTION 00 2113

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- A. Each Bidder shall include in the Bid a detailed account of its experience, skill, financial standing, and equipment available to perform the work. Each Bid must contain evidence of Bidder's qualification to do business in Ohio or covenant to obtain such qualification prior to award of the Contract.
- B. The Owner may make investigations to determine the ability of the Bidder to perform the Work. When required, the Bidder shall present evidence of its experience in similar Work and that it has the necessary equipment and financial resources to provide materials and complete the Work in a satisfactory manner in the time specified.
- C. No Bid will be accepted from, or Contract awarded to, any person, firm, or corporation in arrears or in default to the Owner upon any debt or Contract, or a defaulter as surety upon same, or has failed to perform faithfully any previous Contract with the Owner.
- D. The Owner reserves the right to reject any Bidder who is in default on any debt or Contract or is a defaulter as surety upon same, or has failed to perform faithfully any previous Contract.

1.2 BIDDING DOCUMENTS

- A. The Bidding Documents consist of all items listed in the Table of Contents. Requirements of any one item apply to the Work of all others. It is the responsibility of each Contractor and Subcontractor to review each Document in detail for Work of its trade and how the Work of other trades affects its Work.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. In making copies of the Bidding Documents available on the above terms, the Owner and the Engineer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
- D. Specification Sections are edited from a master with fixed numbers. Therefore, Section numbers may not run sequentially. 33 0577 may be followed by 33 3000, etc. Pages of each Section are numbered consecutively, starting with Page 1. Each Section ends with the statement: "END OF SECTION ____". If any pages are missing from the issued Documents, contact the Engineer for replacement. Each Bidder is responsible for all Work shown or specified, whether or not pages are missing from an issued Document.
- E. The organization of the Specifications into Divisions, Sections and Articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each

Section may be used as a unit of Work, or Sections may be combined as a unit of Work or subdivided into several units of Work.

- F. The captions, headings or titles in this Project Manual are for convenience only and in no way define, limit or describe the scope or intent of any provisions, paragraphs, Divisions, or Sections of this Project Manual.

1.3 CONTRACT REQUIREMENTS

- A. Type of Contract: Lump sum proposal.
- B. Liquidated Damage: Refer to Division 01 Section "Supplementary Conditions".
- C. Contract Completion: All work shall be substantially complete within 305 days, and final completion shall be within 365 days of entering into Contract.

1.4 PREPARATION OF BIDS

- A. General: The following items shall be used without variation by all Bidders and submitted with the Bid.
 - 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 Subcontractors 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".
 - 10. **Section 00 4550, "OPWC Governmental Requirements".**
 - a. **OPWC Governmental Requirements Attachment.**
- B. Do not detach forms bound into the Bid Packet. Submit the Bid Packet in its entirety with the Bid Forms filled in. Do not submit the project manual.
- C. Fill in all blanks.
- D. Bidders shall base their Bids on materials, equipment or processes specified.
- E. Signatures
 - 1. Bids shall be signed with the name typed below the signature. If the Bidder is a corporation, Bid shall be signed with the legal name of the corporation, followed by the legal signature of an officer authorized to bind the corporation to a Contract. If other than a President or Vice President, a copy of authorization from the Board of Directors shall

be attached. If the Bidder is a partnership, full names and addresses of each partner must be given and the Bid shall be signed by the number of partners required to bind the partnership of the partners, using the term "Partner". If the Bidder is an individual, he shall use either the term "doing business as Builder" or "Sole Owner".

2. List the names and addresses of all parties financially interested in this Bid.

F. Bid Security

1. Each bidder shall submit with its bid a bid guaranty in the form of either a bond for the amount of 100 percent of the bid amount or a certified check, cashier's check, or letter of credit in the amount of 10 percent of the bid in accordance with Ohio Revised Code Section 153.54. The form of the bond shall be in accordance with the requirements of Ohio Revised Code Section 153.54.
2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the 7th day after the Effective Date of the Agreement or the 66th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within 14 days after the Bid Opening.
3. The Owner reserves the right to retain the Bid security of the three lowest Bidders until a responsible Bidder enters into Contract or until 60 days after Bid Opening Date, whichever is less.
4. If any Bidder refuses to enter into Contract, the Owner will retain its Bid Security as liquidated damages.

- G. Questions and Answers: Should any Bidder find discrepancies, inconsistencies, ambiguities, errors, or obvious omissions in the Documents, or should it be in doubt as to meaning, Bidder shall notify **Mr. Matthew Noelker** at AECOM (formerly URS), (614) 464-4500 (matthew.noelker@aecom.com), who will send written instructions to all Bidders. Such notification must be received **no later than 7 days before the bid date**. The Engineer will not be responsible for oral instructions. Oral or other interpretations or clarifications will be without legal effect.

H. Addendum

1. Bidders will be advised during the Bidding period by Addendum of additions or alterations to the Documents. Changes shall be included in the Work covered by the Bid and, in closing the Contract, will become a part thereof.
2. Bidders shall list on the Bid Form all addenda.

1.5 BIDDERS REPRESENTATION

A. Examination of Documents and Site

1. All Bidders shall visit the Site of the proposed Work during the Bidding period and shall inform themselves of all local conditions bearing on transportation, disposal, handling

- and storage of materials; other Work being performed; accessibility and general character of the Site; and extent of existing Work within or adjacent thereto.
2. The failure or omission of any Bidder to receive or examine any forms, instruments, or document, or to visit the Site and acquaint himself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid.
- B. **Non-Collusion Affidavit:** Complete in full the attached Non-Collusion Affidavit. Form shall be signed by the same person authorized to sign Bids.
- C. **Nondiscrimination In Employment**
1. Contracts for Work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.
 2. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.
 3. Successful Bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.
- D. **License to do Business in Ohio:** Corporations not chartered in Ohio shall include an affidavit executed by an officer of the corporation stating that the corporation has conformed with the provisions of the Revised Code of the State of Ohio and obtained a certificate authorizing it to do business in the State of Ohio. Certificates or copies of them shall be obtained from the office of the Secretary of State, Columbus, Ohio.

1.6 SUBMISSION OF BIDS

- A. Submit Bids on or before the date stated in the Advertisement for Bids. No Bids will be considered after that time.
- B. Submit the Bidding Package with forms completed and all necessary attachments in a sealed opaque envelope marked with:
1. Bidder's Name and Address
 2. Signature of person signing the Bid
 3. Project Name.
- C. Deliver in person or send by mail, enclosed in a separate mailing envelope addressed to:

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

1. If mailed, enclose in a separate mailing envelope, mark "Bid Enclosed" on the face.
- D. No oral or telegraphic Bids will be accepted.
- E. Bids submitted early may be withdrawn by the Bidder by written request signed by the person signing the Bid. Such request must be received by the party receiving Bids prior to the Bid receipt deadline time.

- F. If, within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a mistake in the preparation of its Bid, in accordance with the provisions of Section 9.31 of the Ohio Revised Code, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.
- G. After 48 hours, no Bid may be withdrawn for 60 days after scheduled closing time for receipt of Bids.

1.7 CONSIDERATION OF BIDS

- A. Bid Opening: Properly identified Bids received on time will be publicly opened and read aloud.
- B. Rejection of Bids
 - 1. The Owner reserves the right to reject any or all Bids, and shall have no liability whatsoever to any Bidder whose Bid is not accepted.
 - 2. Bid Packages containing irregularities, conditional or obscure language, or additions not requested by the Bidding Documents may be rejected.
- C. Acceptance of Bids: Acceptance of a Bid will not constitute an Agreement between the Owner and Bidder, and will not be binding upon the Owner unless and until an Agreement covering all conditions and provisions of the Work has been reduced to writing and executed by both parties.
- D. Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to that date.

1.8 AWARD OF CONTRACT

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- C. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided

in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

1.9 SUBSTITUTE AND "OR-EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the successful Contractor has been determined. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions, and as follows.

- B. Substitution of Manufacturers

1. Those articles, devices, materials, forms of construction fixtures, equipment, process or manufacturers named in the Specifications to denote the kind and quality required, whether or not the words "or equal" are used, shall be known as "standards".
2. Where two or more "standards" are named together, the successful Bidder may furnish one of the "standards" named.
3. Bidders desiring consideration for the use of material, equipment, etc. not named in the Specifications may submit the "Substitution Request Form" with the Proposal Form and listing for each change: (1) The "standard" specified, and the substitution, and (2) the deduct price associated with the proposed substitution. The price shall include all work associated with the proposed substitution, including but not limited to architectural, structural, electrical, engineering costs, and all related work.
4. Substitutions will only be considered after the successful contractor has been determined. The successful contractor must submit complete specifications, samples, catalogs, data sheets, test results, and description of proposed substitutions within 3 days of notification to provide a sound basis for comparison with the specifications.
5. The listing of substitutions at the time of bid is only required for those items listed on the Substitution Request Form. Substitutions for those items listed on the Substitution Request Form will only be considered if the proposed substitute is listed at the time of Bid. The offering and consideration of substitutions for other items may be made throughout the contract time.
6. Any substitution which is accepted must be incorporated in the formal Contract by Change Order.

- C. Substitution Request Form

1. Bidders shall base their Bids on materials, equipment or processes described on the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items.
2. Bidders are invited to submit for consideration quotations for substitutes capable of performing the specified functions.
3. State on the Substitution Request Form submitted with the Bid the amount to be deducted from the amount of the Base Bid for each substitution of items listed.
4. When requested, submit complete specifications and descriptions of any items the successful bidder proposes to substitute, within 3 days of notification to do so.
5. Prior approval by Engineer is not required on items submitted on the Substitution Request Form.
6. Such substitutes will be accepted or rejected, and the Contract sum adjusted accordingly by Change Order.
7. After the Contract is awarded, no further substitutions will be permitted for the items listed, except as outlined on the Substitution Request Form.

D. Approval Process

1. The successful Contractor must submit complete specifications, samples, catalogs, data sheets, test results, and description of proposed substitutions to provide a sound basis for comparison with the specified items. Include a statement and explanatory Drawings showing all changes in related or adjacent Work. List every departure from the specified item.
2. The burden of proof is with the proposer of the substitution.
3. If, in the opinion of the Engineer, the item submitted does not meet with the intent of the design or is not equal to the item specified, it may disapprove it or, if it finds it in the interest of the Owner, it may approve such items submitted.
4. If the substitute is accepted, the Contractor shall pay all costs of extra labor and materials required by other Contractors and Subcontractors arising from the incorporation of substitutions into the Project, and provide additional Drawings as required by the Engineer. The substitution will be incorporated in the formal Contract by Change Order.

1.10 DECLARATION OF MANUFACTURER

- A. The Drawings and Specifications have been designed around the manufacturer that is first listed in the Specifications for the item. This manufacturer shall be known as the Basis of Design.
- B. Other acceptable manufacturers may be listed for each item. The Engineer has determined that similar equipment supplied by these additional manufacturers will be acceptable provided it will perform the necessary function, is of similar design, and meets the intent of the Contract Documents.
- C. The bids submitted by the bidder must be based on one of the named manufacturers. Or equal, or other manufacturers must be included on the Substitution Request Form for consideration.
- D. The bid forms contain a Proposed Products Form which must be completed for the items listed.
- E. The bidder shall indicate, in the space provided, the manufacturer upon which it has based its bid, and the bidder agrees to supply equipment furnished by this manufacturer when performing the contract.

- F. If the bidder fails to indicate which manufacturer it is basing its bid upon in the form, it is assumed, understood, and agreed that the bidder will furnish equipment supplied by the manufacturer listed as the "Basis of Design" for the particular equipment.
- G. The declaration of manufacturers is only required for those items listed on the Proposed Products Form.

1.11 MINIMUM WAGE RATES

- A. The minimum wage to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this Project shall be in accordance with the Wage Determination ascertained and determined by the Ohio Bureau of Employment Services.
- B. The wage rates included herein are applicable as of the date of advertising for bids. However, Contractors must abide by the latest prevailing wage rate listing effective at the time of Bid opening and must update rates of wages paid to employees as changes in the wage rates occur. Contractors shall submit certified copies of payrolls to the Owner as required by law.

1.12 SMALL BUSINESSES IN RURAL AREAS

- A. This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

1.13 POST-BID REQUIREMENTS

A. Contract Forms

1. The following Contract Forms will be provided by the Engineer and shall be used without variation by the selected Bidder:
 - a. Owner-Contractor Agreement
 - b. Contract Bond (Performance and Payment Bonds)
 - 1) The Bidder shall deliver the required bonds to the Owner not later than 10 days following the date of receipt of the Notice of Award.
 - 2) If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph.
 - c. DBE Form 2 and MBE/WBE Form 5700-52A.
2. Copies of each form will be furnished to the selected Bidder.

B. Submittals

1. Comply with Division 01 Section "Submittal Procedures".
2. Submit the following items prior to Contract signing:
 - a. Contract Bond (Performance and Payment Bonds)

3. Lack of submission or an untimely submission shall be considered a Nonresponsive Bid and such Bid may be rejected.

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 00 2113

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SECTION 00 4113

UNIT PRICE BID FORM

PART 1 GENERAL

From: Fields Excavating, Inc
Name of Bidder

177 Top Rd 191

Kitts Hill, OH 45645
Address & Zip of Bidder

740-532-1780
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.~~ Base Bid: The total base bid shall be the total of all bid items listed. The total base bid shall be used for the purpose of selecting the low bidder and not for payment. Payment shall be based on individual unit prices or individual lump sum bid items.
- 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.~~

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

~~C. Owner reserves the right to accept or reject any Alternatives to the computed total base bid, regardless of cost.~~

B. 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 | <u>10-6-16</u> | <u>[Signature]</u> | No. 4 | _____ | _____ |
| No. 2 | <u>10-14-16</u> | <u>[Signature]</u> | No. 5 | _____ | _____ |
| No. 3 | <u>10-17-16</u> | <u>[Signature]</u> | No. 6 | _____ | _____ |

D. 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 ~~549~~ **305** days, and complete with ~~610~~ **365** days from the date of entering into the contract therefore.

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

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

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

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

1. Section 00 2113, "Instructions to Bidders". (for information only)
2. Section 00 4113, "Bid Form".
3. Section 00 4313, "Bid Security".
4. Section 00 4333, "Proposed Products Form".
5. Section 00 4336, "Proposed Subcontractor's Form".
6. Section 00 4513, "Bidder's Qualifications".
7. Section 00 4515, "Ohio EPA/DEFA Government Requirements"
 - a. Contractor Equal Employment Opportunity (EEO) Certification
 - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - c. DBE Forms 1A and 1B
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 - d. American Iron & Steel Sign-off Form.
8. Section 00 4519, "Non-Collusion Affidavit".
9. Section 00 4529, "Personal Property Tax Disclosure Affidavit".
10. **Section 00 4550, "OPWC Governmental Requirements".**
 - a. **OPWC Governmental Requirements Attachment.**

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

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

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.
 3. The Owner reserves the right to accept or reject any or all of the following unit prices prior to the execution of the contract.
 4. All extensions of the unit prices shown will be subject to verification by the Owner. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
 5. All quantities are estimated except where the item is given as Lump Sum.
 6. The contract shall be awarded on the basis of the total lowest responsive and responsible Base Bid.
- B. Description of Bid Item: A general description of the work included in each bid item is listed in Division 01 Section "Measurement and Payment".

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	2928.00	5,856.00	8,784.00	8,784.00
2	201	Tree Removal > 15 inches	E.A.	1	0	2,928.00	2,928.00	2,928.00
3	202	Fence Removed and Reinstalled	L.F.	20 295	5.86	0	5.86	1,728.70
4	202	Storm Structures Removed	EA.	7	170.80	24.40	195.20	1,366.40
5	202	Manhole Abandoned In-place	EA.	1	146.40	244.00	390.40	390.40
6	202	Portions of Structure Removed (As Directed)	C.Y.	5	—	—	—	—
7	202	Abandoned Pipe In-place, 24 Inches and Under	EA. LF	120	2.93	1.95	4.88	585.60
8	202	Pipe Removed, 24 Inches and Under	L.F.	551	1.71	1.22	2.93	1,614.43
9	202	Cut and Plug Conduit Opening Through 12 Inches	EA.	2	112.24	48.80	161.04	322.08
10	202	Cut and Plug Conduit Opening Through 24 Inches	EA.	10	112.24	48.80	161.04	1,610.40
11	203	Embankment Improvements W/ 4" Gravel base	C.Y.	32	—	—	—	—
12	207	Temporary Sediment and Erosion Control	L.S.	1	878.40	488.00	1,366.40	1,366.40

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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	10.00	9.52	19.52	2,615.68
15	254	Pavement Planing, Asphalt Concrete	C.Y. S.Y.	54 1296	10.00	7.57	17.57	22,770.72
16	407	Tack Coat	GAL	468	1.00	2.90	3.90	1,825.20
17	448	1.5-inch Asphalt Concrete Surface Course, Scioto St.	C.Y. S.Y.	49 1176	10.00	5.62	15.62	18,369.12
18	448	1.5-inch Asphalt Concrete Surface Course, Lexington Ave.	C.Y. S.Y.	49 1176	10.00	5.62	15.62	18,369.12
19	Spec.	Driveway Replacement, Gravel (To Include Alley)	C.Y. S.Y.	366 1647	1.00	4.86	5.86	9,656.42
20	Spec.	Gravel Driveway Replacement w/ Asphalt Pavement Course (Haddox Property)	C.Y. S.Y.	211 844	10.00	15.38	25.38	21,420.72
21	Spec.	Temporary Gravel Parking Area on Village of Ashville Property (For Haddox Property)	C.Y. S.Y.	65 390	2.00	5.81	7.81	3,045.90
22	Spec.	12'x10' Rubber Speed Bumps (For Haddox Property)	EA.	2	97.60	488.00	585.60	1,171.20
23	Spec.	6' Concrete Parking Blocks, ODOT RM-6-1 (For Haddox Property)	EA.	26	20.00	77.60	97.60	2,537.60
24	Spec.	Deteriorated Asphalt Replacement with 6" Gravel Base and ODOT Type "D" Geotextile Fabric (For Haddox Property)	S.F.	2,588	.73	.73	1.46	3,778.48

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
25	Spec.	Driveway Replacement, Concrete	C.Y. S.Y.	15 54	48.80	19.52	68.32	3,689.28
26	Spec.	Pavement Replacement Type 1, Main Street-State Route 316	C.Y. S.Y.	23 92	37.58	46.36	83.94	7,722.48
27	Spec.	Pavement Replacement, Village Streets	C.Y. S.Y.	400 1310	21.96	13.18	35.14	46,033.40
28	604 Spec.	Type "C" Sanitary Manhole with 48-Inch Base	EA.	18	634.40	2,049.60	2,684.00	48,312.00
29	604 Spec.	Type "C" Sanitary Manhole with 60-Inch Base	EA.	7	829.60	3,220.80	4,050.40	28,352.80
30	604 Spec.	Type "C" Sanitary Manhole with 48-Inch Base, Outside Drop	EA.	1	878.40	2,537.60	3,416.00	3,416.00
31	604 Spec.	Type "C" Sanitary Manhole with 60-Inch Base, Outside Drop	EA.	1	1,195.60	5,538.80	6,734.40	6,734.40
32	604	Type "C" Sanitary Manhole with 72-Inch Base, Outside Drop	EA.	0	—	—	—	—
33	604 Spec.	Type "E" Sanitary Manhole with 48-Inch Base	EA.	2	1,903.20	2,781.60	4,684.80	9,369.60
34	604 Spec.	Type "C" Storm Manhole with 48-Inch Base and Grated Lid	EA.	1	634.40	2,098.40	2,732.80	2,732.80
35	604 Spec.	Type "E" Storm Manhole with 60-Inch Base and Solid Lid	EA.	1	1,903.20	3,952.80	5,856.00	5,856.00
36	604 Spec.	Odot 2x2 Catch Basin	EA.	1	439.20	732.00	1,171.20	1,171.20

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
37	604	4-inch Drain Inlet	EA.	2	146.40	146.40	292.80	585.60
38	604	Odot 2x3 Curb Inlet	EA.	2	463.60	1,098.00	1,561.60	3,123.20
39	604 Spec.	Headwall for 18 Inch pipe	EA.	1	658.80	2,074.00	2,732.80	2,732.80
40	604 Spec.	Reconstruct Manhole Bench and Channel, As Directed	EA.	2	634.40	341.60	976.00	1,952.00
41	604 Spec.	Sanitary Manhole with 48-Inch Base, As Directed	EA.	1	634.40	2,049.60	2,684.00	2,684.00
42	607	Fence Replaced with Type CLT 60-Inch Chain Link	L.F.	305	10.00	21.23	31.23	9,525.15
43	608 Spec.	4-Inch Concrete Sidewalk Replacement	S.F.	2,160	5.37	1.95	7.32	15,811.20
44	609 Spec.	Concrete Curb & Gutter	L.F.	24	34.16	14.64	48.80	1,171.20
45	611	4-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	14	—	—	—	—
46	611 Spec.	4-Inch PVC SRD35 Sanitary Storm Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	60	34.16	53.68	87.84	5,270.40
47	611	6-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	14	—	—	—	—
48	611	6-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	14	—	—	—	—

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	611 Spec.	8-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	45	70.76	56.12	126.88	5,709.60
50	611 Spec.	8-Inch PVC SRD35 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	53 67	30.01	26.60	56.61	3,792.87
51	611 Spec.	18-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	796	34.16	105.41	139.57	111,097.72
52	611 Spec.	18-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	809	34.16	36.11	70.27	56,848.43
53	611 Spec.	24-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	3,553	25.86	84.42	110.28	391,824.87
54	611 Spec.	24-Inch PVC PS46 Sanitary Sewer with Type 1 Bedding and Compacted Backfill	L.F.	1,432	25.38	46.85	72.23	103,433.36
55	611 Spec.	18-Inch PVC PS46 Storm Sewer with Type 1 Bedding and Compacted Granular Backfill	L.F.	71	34.16	105.41	139.57	9,909.47
56	611 Spec.	18-Inch PVC PS46 Storm Sewer with Type 1 Bedding and Compacted Backfill	L.F.	58	34.16	36.41	70.27	4,075.66
57	613	Flowable Controlled Density Fill (FCDF)	C.Y.	20 44	0	82.96	82.96	3,650.24
58	614	Maintaining Traffic, As Per Plan	L.S.	1	4,880.00	976.00	5,856.00	5,856.00
59	623	Construction Layout Stakes	L.S.	1	0	14,640.00	14,640.00	14,640.00
60	624	Mobilization	L.S.	1	488.00	47,092.00	47,580.00	47,580.00

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	17.57	31.23	48.80	17,275. ²⁰
62	638 Spec.	10-Inch PVC DR25 Class 165 With Fittings, Sewer Force Main Compacted Granular Backfill	L.F.	2,982	18.06	42.46	60.52	180,470. ⁶⁴
63	638 Spec.	10-Inch PVC DR25 Class 165 With Fittings, Sewer Force Main with Compacted Backfill	L.F.	1,838	18.06	26.84	44.90	82,526. ²⁰
64	638	4-inch Tapping Sleeve, Valve, and Valve Box	EA.	1	976.00	1,952.00	2,928.00	2,928.00
65	638	4x6"-inch Tapping Sleeve, Valve, and Valve Box	EA.	1	976.00	1,952.00	2,928.00	2,928.00
66	638 Spec.	10-inch Force Main Air Release Valve, Complete W/ Structure	EA.	2	732.00	7,076.00	7,808.00	15,616.00
67	638 Spec.	10-inch Force Main Clean Out Assembly	EA.	4	878.40	8,881.60	9,760.00	39,040.00
68	659	Seeding and Mulching, Class 2	S.F. S.Y.	87,765 9,752	.73	.24	.97	9,459. ⁴⁴
69	Spec.	Core Drill and Boot Existing Manhole, As Per Plan	EA.	2	732.00	732.00	1,464.00	2,928.00
70	Spec.	Dewatering	L.S.	1	0	2,928.00	2,928.00	2,928.00
71	Spec.	Bypass Pumping, As Directed	L.S.	1	0	4,880.00	4,880.00	4,880.00
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	9.76	4.88	14.64	3,806. ⁴⁰

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	732.00	244.00	976.00	1,952.00
74	Spec.	Special Structural Modification as Directed	EA.	2	—	—	—	—
75	Spec.	Storm Water Pollution Prevention Plan and Implementation	L.S.	1	500.00	1,452.00	1,952.00	1,952.00
76	Spec.	Material Testing / Inspection (Cost Allowance)	L.S.	1	—	—	\$30,000.00	\$30,000.00

TOTAL BASE BID

One million four hundred eighty nine thousand six hundred five dollars and fifteen cents Dollars (\$1,489,605.¹⁵)
 (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.

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.

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

- 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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4113

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

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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,

Fields Excavating, Inc., as Principal, at

177 Township Road 191, Kitts Hill, OH 45645 (Address)

and Fidelity and Deposit Company of Maryland 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) October 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 20th day of October, 2016

PRINCIPAL:

Fields Excavating, Inc.

By: *Josna Fields*

Title: President

SURETY: Fidelity and Deposit Company of Maryland

By: *Amy M. Perdue*

Amy M. Perdue Attorney-in-Fact

SURETY INFORMATION:

2500 Farmers Drive, Suite 130

Street

Columbus, OH 43235

City State Zip

614-314-5218

Telephone Number

SURETY AGENT'S INFORMATION:

Overmyer Hall Associates

Agency Name

1600 W. Lane Avenue, Suite 200

Street

Columbus, OH 43221

City State Zip

614-453-4400

Telephone Number

END OF SECTION 00 4313

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gregory R. OVERMYER, Amy M. PERDUE, Nancy SANTHO, Jack KEHL and Stephanie M. WHITE, all of Columbus, Ohio, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of December, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 21st day of December, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition
As Of December 31, 2015**

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments.....	337,835
Reinsurance Recoverable.....	24,731,651
Other Accounts Receivable.....	19,935,844
TOTAL ADMITTED ASSETS	\$ <u>210,198,923</u>

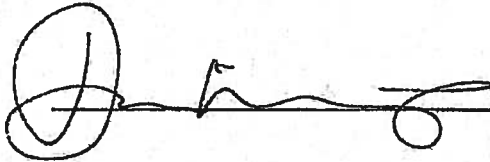
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ <u>40,502,745</u>
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders.....	169,696,178
TOTAL	\$ <u>210,198,923</u>

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.



 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.



 Notary Public



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 03/29/2016

Effective 04/02/2016

Expires 04/01/2017

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Maryland is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines

Workers Compensation

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Other Liability

Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$210,198,923, liabilities in the amount of \$40,502,746, and surplus of at least \$169,696,177.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director



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SECTION 00 4325

SUBSTITUTION REQUEST FORM

PART 1 GENERAL

1.1 CONDITIONS OF SUBSTITUTION

- A. Submit Bids based upon the materials and equipment specified.
- B. List proposed substitutions below, together with the sum to be added to or deducted from the amount of the Base Bid. The amount to be added or deducted shall include all related required changes resulting from the substitution such as all required time and fees for the Engineer.
- C. After the Contract is awarded, no further substitutions will be permitted for the items listed.

LIST OF PROPOSED SUBSTITUTIONS

<u>Item</u>	<u>Proposed Substitution</u>	<u>Add</u>	<u>Deduct</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 00 4325

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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
<i>None at this time</i>		

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: Fields Excavating Inc.
Address: 177 Twp Rd 191, Kitts Hill, OH 45645

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

Company Resume Attached
all principals have been with the company
for 10 or more years
work histories attached

Address for Administration of this Contract: Same

Years in Business as a Contractor: 49 years
Former Names of the Organization: _____

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

Bank References: Town Square Bank - Martin Ross
P.O. Box 2289 Ashland, KY 41105 606-929-9700

Surety for this Project: Fidelity and Deposit Co. of Maryland
Name of Bonding Company: Clermyer Hall Assoc.
Name and Address of Agent: Jack Kehl
1600 W. Lane Ave., Suite 200
Columbus, OH 43221

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

List Attached to Resume

Major equipment to be rented for use on this Project: _____

as (if) needed

- 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.

Project List Attached to Resume

A. Owner: _____

Contact Person and Phone No.: _____

Project: _____

Original Contract Amount: _____

Original Completion Date: _____

Final Contract Amount: _____

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

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:

List Attached to Resume

A. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 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

FIELDS EXCAVATING, INC.

177 Twp Rd 191, Kitts Hill, OH 45645
Phone 740-532-1780 Fax 740-532-6677

General Company History

Fields Excavating, Inc. (FEX) was organized in 1967 as a general construction contractor operating in Southern Ohio. In the beginning of operations the company predominately performed general excavation and trucking together with development work for residential subdivisions and individual residential builders.

In 1977 FEX expanded into utility construction with their first project for Hecla Water Assoc. of Ironton, Ohio. The project consisted of approximately 14 miles of 6" water distribution lines for the Hecla Water System. FEX continued to do work for the water company during the period from 1977 thru 1990, carrying out various line installations in the Lawrence County, Ohio area.

During this time FEX was also doing residential subdivision work in southern Ohio. These projects largely consisted of HUD and FHA loan program guidelines. We also held a contract with Dow Chemical Company doing various site improvement projects at their Hanging Rock facility and that relationship continues today.

In 1986 FEX extended our scope of work to include larger water line projects, storm and sanitary sewer line installations, manholes and catch basins. Since that time we have completed many projects throughout Ohio, Eastern Kentucky and Western West Virginia. I will not detail all projects since 1986 but have included more recent projects for review.

We are a family-owned third generation company with a great core group of individuals including management and supervisory personnel. All supervisors have at least 10 years of experience in their trades and many have considerably more time in the industry.

We provide a skilled union based workforce which means our employees earn a competitive salary, have healthcare and pension benefits and are subject to pre-employment, post-accident and random drug screenings.

STREET ENGINEERING & SURVEYING, LLC

67660 WARNOCK - ST. CLAIRSVILLE RD

ST. CLAIRSVILLE, OHIO 43950

(740) 695-6481

June 19, 2014

To: Whom it may concern

Please be advised that Fields Excavating, Inc. was the Contractor for the installation of gravity sewers, force mains, and lift station for a \$2,800,000 project in Neffs, Ohio. I was the field supervisor for the above named Engineering Firm that designed the project for the Belmont Sanitary Sewer District.

The project was an extremely difficult job, that required very deep excavations, working in a Village with residents who initially were not in favor of the project, and many existing utilities. Fields Excavating did an excellent job in all aspects and never complained about working with homeowners, redoing grading, seeding, or any other aspects of work, when asked. Once the project was completed there was never a need of calling the Contractor back to fix any problems. It has been one and a half years since the project was completed and we have not had one call regarding any issues.

We have not had any ditch settlements, lawn issues, or paving issues for a number of roads that were repaved after the installation of the sewers.

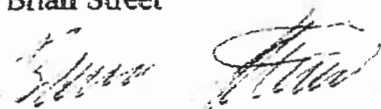
The workers were very knowledgeable of the work that needed to be accomplished and were always willing to meet my requests, without questioning them or arguing with me, like so many Contractors have with other projects I have been associated with.

Fields excavating administrative staff were also extremely helpful, particularly in the billing area. We had 4 different funding agencies and the bookkeeping and billings were difficult.

In a nutshell, Fields Excavating, Inc. went above and beyond what was required from them, while completing the project on schedule with no additional cost, and minimal inconvenience to the residents.

In 20 plus years of doing job inspection I can honestly say Fields Excavating is one of the best if not the best contractor I have had the pleasure to work with, and I would highly recommend them for any type of work.

Sincerely,
Brian Street





*Syracuse - Racine
Regional Sewer District*

TREATMENT PLANT
949-2897

P.O. Box 201
Racine, Ohio 45771

OFFICE
949-2416

May 2, 2012

Fields Excavating, Inc.
Attn: Jeff Fields
177 TR 191
Kitts Mill, Ohio 45645

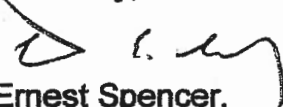
Re: Syracuse Racine Regional Sewer District Project

Dear Mr. Fields:

The Syracuse Racine Regional Sewer District wishes to thank your company for the quality of work provided on our wastewater system project. Your employees were courteous and responsive throughout the project. The teamwork between the District, our consultant Triad Engineering and Fields Excavating resulted in a project that was completed under project budget. This project included a sewer line extension to serve an un-sewered area and rehabilitation of our collection system.

The Board of the Syracuse Racine Regional Sewer District is extremely pleased with the outcome of our project. Please communicate our compliments to your employees who worked on our project.

Sincerely,


Ernest Spencer,
Board President

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, and familial status. (Not all prohibited bases apply to all programs)."

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTD)."

RECENT PROJECTS (2007 to 2010)

<u>PROJECT DESCRIPTION</u>	<u>OWNER</u>	<u>ENGINEER</u>	<u>CONTRACT \$</u>	<u>CONTACT INFO</u>
US42 Water Main Replacement JEFF CAMPBELL	City of Lebanon, OH	City Engineer	\$ 383,937.00	Dana Bicknell, P.E. City of Lebanon 50 S. Broadway Lebanon, OH 45036 (513) 228-3133
Midland/Westboro Sewer A BRIAN CONNOLLY SCOTT PARK	Clinton County Sewer Dist.	Burgess & Niple	\$ 2,640,224.00	Mark Vogt, P.E. Burgess & Niple 5085 Reed Road Columbus, OH 43220 (614) 459-2050
Tremont Rd Sewer Replacement ED LAMBERT	City of Upper Arlington, OH	City Engineer	\$ 586,149.00	Jeff Barnhart City of Upper Arlington 4100 Roberts Road Columbus, OH 43228 (614) 583-5369
Scioto/Darby Crk Rd 24" Water ED LAMBERT	City of Columbus, OH	City Engineer	\$ 666,433.00	Michael Clouse, P.E. City of Columbus 910 Dublin Rd Columbus, OH 43215 (614) 645-7020
South Main St Waterline MARK LINKFIELD	Village of Pleasantville, OH	M E Companies	\$ 197,000.00	Alan Brown M E Companies 5085 Tile Plant Rd New Lexington, OH 43764 (740) 342-6695
Desmond Drainage Improvments JERROD HILL	Cincinnati Metro Sewer Dist	Cincinnati MSD	\$ 70,342.67	Mark Efflein Cincinnati MSD 1600 Gest Street Cincinnati, OH 45204 (513) 557-7116

S R 278 Waterline Project BRIAN CONNOLLY	City of Nelsonville, OH	Poggemeyer Design	\$	266,546.00	Lee Conkel Poggemeyer Design Gr 600 South State Street Westerville, OH 43081 (614) 523-3200
RPM Pipe Replacement ED LAMBERT	Clermont County, OH	County Engineer	\$	1,914,999.00	Glen Vonderembse, P.E. Clermont County Eng. 2379 Clermont Ctr Dr. Batavia, OH 45103 (513) 732-8864
North Side Trunk Sewer BRIAN CONNOLLY SCOTT PARK	City of Circleville, OH	City Engineer	\$	3,297,158.00	Gayle Fosnaugh City of Circleville 104 East Franklin Street Circleville, OH 43113 740-477-8052
Wulff Run Sewer Replacement JEFF CAMPBELL BRIAN CONNOLLY	Cincinnati MSD	Cincy MSD	\$	260,394.00	Donald Cahill Cincinnati MSD 1600 Gest Street Cincinnati, OH 45204 513-557-7105
West 3rd Street Watermain MARK LINKFIELD	NKWD	CDS Associates	\$	768,977.00	Steve Broering North Ky Water District 2049 Dixie Hwy Covington, KY 41017 859-578-9898
Bakewell Street Watermain MARK LINKFIELD	NKWD	CDS Associates	\$	518,034.00	Steve Broering North Ky Water District 2049 Dixie Hwy Covington, KY 41017 859-578-9898

12" Water loop and Booster Stn. ED LAMBERT	Village of Camden, OH	Floyd Brown Group	\$ 1,212,812.00	Randy Vantilburg, P.E. Floyd Brown Group 908 Senate Drive Dayton, OH 45459 937-433-1143
WPAFB Waterline Loop JEFF CAMPBELL	Wright Patterson AFB	WPAFB	\$1,095,232.00	Pat Long WPAFB 1940 Allbrook Dr Suite 3 WPAFB, OH 45433 737-522-4576
Covington 4th Street Water Main MARK LINKFIELD	NKWD	CDS Associates	\$482,636.00	Steve Broering North Ky Water District 2049 Dixie Hwy Covington, KY 41017 859-578-9898
Case/Lehner Rd Water Main BRIAN CONNOLLY SCOTT PARK	City of Columbus	City Engineer	\$1,145,741.00	Brian Hammerle City of Columbus 910 Dublin Rd Columbus, OH 43215 614-645-7677
Midland/Eakin Stormwater ED LAMBERT SCOTT PARK	City of Columbus	City Engineer	\$1,945,080.00	Mike Griffith City of Columbus 910 Dublin Rd Columbus, OH 43215 614-645-2416
Livingston Ave Water MARK LINKFIELD	City of Columbus / Bexley	DLZ Engineers	\$3,741,809.00	Gary Bowen DLZ Engineers 6121 Huntley Road Columbus, OH 43229 614-888-0040

Oaklawn Drive Sewer Replace ED LAMBERT	Cincinnati MSD	Cincinnati MSD	\$57,843.00	Donald Cahill Cincinnati MSD 1600 Gest Street Cincinnati, OH 45204 513-244-1383
Rattlesnake Waterline Improv ED LAMBERT	Fayette Co.OH Engineer	Fayette Co Engineer	\$450,958.00	Steven Luebbe, PE PS Fayette Co Engineers 1600 Robinson Road Washington C. H., OH 43160 740-335-1541
Canyon Drive Sewer JEFF CAMPBELL	City of Columbus	City Engineer	\$932,839.00	Tim Brook City of Columbus 910 Dublin Rd Columbus, OH 43215 614-645-2416
Corning Wastewater Improvement BRIAN CONNOLLY SCOTT PARK	Village of Corning, OH	GGC Engineers	\$5,255,386.00	Brian Winkler GGC Engineers 132 N High Street Columbus, OH 43230 614-471-7310
Middleport Water BRIAN CONNOLLY JOSH FIELDS	Village of Middleport	Hazen & Sawyer	\$2,380,861.00	Faymon Roberts Village of Middleport 740-922-5571
Wastewater Improvements JEFF CAMPBELL MARK LINKFIELD JOSH FIELDS	Town of Leon, WV	Dunn Engineers	\$2,888,290.00	Wayne Hypes Dunn Engineers 304-342-3436
Winifrede Hollow Sewer Ext ED LAMBERT SCOTT PARK	Chelyan WV PSD	S & S Engineers	\$4,297,000.00	Jessie Parker S & S Engineers 304-342-7168

William Street Booster Pump Station City of Ashland, KY

City of Ashland

\$225,932 Ryan Eastwood
City of Ashland Eng
1700 Greenup Avenue
Ashland, KY 41101
606-327-2008

MARK LINKFIELD
JOSH FIELDS

2011-2015 COMPLETED PROJECTS

Brandt SS Phase 2

Miami County Commission LJB

\$2,069,399 Jake Barbour
LJB, Inc.
P.O. Box 20246
Dayton, OH 45420
937-259-5000

BRIAN CONNOLLY
JEFF FIELDS

Tackerville Sewer Contract #2

Syracuse Racine Sewer Triad Engineering

\$916,207.00 Jack Ramsey
Triad Engineering
4980 Teays Valley Road
Scott Depot, WV 25560
304-755-0721

JEFF CAMPBELL
JOSH FIELDS

Racine PS Upgrade Contract #3

Syracuse Racine Sewer Triad Engineering

\$1,899,653.00 Jack Ramsey
Triad Engineering
4980 Teays Valley Road
Scott Depot, WV 25560
304-755-0721

JEFF CAMPBELL/ MARK LINKFIELD
JOSH FIELDS

East Milford Storm System

City of Milford, OH Milford Engineer

\$671,863.00 William White
City of Milford
745 Center Street
Milford, OH 45150
513-248-5098

ED LAMBERT
JEFF FIELDS

Indian Lookout Trunk Line

Clermont County, Ohio Clermont County

\$665,421.00 Matt Smith, P.E.
Clermont County Engineering
4400 Haskell Lane
Batavia, OH 45103

BRIAN CONNOLLY
SCOTT PARK

513-732-8091

North Ironton Sewer Separation ED LAMBERT JOSH FIELDS	City of Ironton, OH	E.L. Robinson Engineer	\$271,961.00	Michael Williams E.L. Robinson 415 Center Street Ironton, OH 45638 740-532-2411
Water System Improvements BRIAN CONNOLLY SAMANTHA FIELDS	City of Athens, OH	Athens City Engineer	\$765,903.00	Jessica Adine City of Athens 30 Curran Drive Athens, OH 45701
St Rt 132 SS Extension ROGER COX JEFF FIELDS	Warren County Commission	Warren County Engineer	\$699,683.00	Dave Walling Warren County Engineer 406 Justice Drive Lebanon, OH 45036 513-695-1250
Neffs Sewer Project BRIAN CONNOLLY JOSH FIELDS	Belmont County Commission	Street Engineering	\$2,882,394	William Street Street Engineering 67660 Warnock St Claresville, OH 43950 740-695-6481
Pomeroy Water Improvements JEFF CAMPBELL SAMANTHA FIELDS	Village of Pomeroy OH	ME Companies	\$1,051,914	Keith Doll, P.E. ME Companies 635 Brooksedge Blvd Westerville, OH 43081 614-818-4900
Court St Pump Station Rehab WILLIAM DALTON JOSH FIELDS	City of Charleston, WV	Burgess & Niple	\$496,960	Tony Fish City of Charleston Eng 105 McFrand Street Charleston, Wv 25301 304-348-8106

Pomeroy Sewer Project BRIAN CONNOLLY SAMANTHA FIELDS	Village of Pomeroy OH	ME Companies	\$2,488,551	Keith Doll, P.E. ME Companies 635 Brooksedge Blvd Westerville, OH 43081 614-818-4900
Logan County PSD Cont #2 MARK LINKFIELD JOSH FIELDS	Logan County PSD, WV	E.L. Robinson	\$3,398,878	Rick Robert, P.E. E. L. Robinson Engineering 5088 Washington St. West Charleston, WV 25313 304-776-7473
Belle Valley Sewer Project BRIAN CONNOLLY SAMANTHA FIELDS	Noble County Comm, OH	ME/IBI Group	\$2,019,935	Randy Stoll ME/IBI Group 635 Brooksedge Blvd Westerville, OH 43081 614-818-4900
Wastewater Collection System BRIAN CONNOLLY SAMANTHA FIELDS	Village of Cumberland, OH	GGC Engineers	\$2,796,450	Bill Newton GGC Engineers 148 North High Street Gahanna, OH 43230 614-471-7310
Dunbar Wastewater Contract #2 ED LAMBERT/BILL DALTON DAVID HANKINS	City of Dunbar, WV	Ghosh Engineering	\$3,443,674	Paul Ghosh Ghosh Engineering 4710 Chimney Drive, Suite A Charleston, WV 25302 304-343-5300
Tri-State Airport Water System MARK LINKFIELD JOSH FIELDS	City of Kenova, WV	The Thrasher Group	\$749,715	Johnathon Carpenter The Thrasher Group 300 Association Drive Charleston, WV 25311 304-343-7601
CSO Improvements 2 BO COX	Village of New Boston	Strand Associates	\$372,618	Laura Singleton Strand Associates 325 W Main St, Suite 710

DAVID HANKINS

Louisville, KY 40202
502-583-7020

Merwin Hills Sewer Improvements City of Columbus

City Engineer

\$820,656

Jonathan Lee
City of Columbus
910 Dublin Road
Columbus, OH 43215
614-645-8276

SETH HILL
SAMANTHA FIELDS

Mad River Watermain Replacement Montgomery County Comm Montgomery Co Enviro

\$2,449,350.00

Ed Schlaack
Montgomery County Enviro Svc
1850 Spaulding Road
Dayton, OH 45432
937-781-2632

BILL DALTON
SAMANTHA FIELDS

South Main Street Improvements City of Pataskala

Stantec Consulting Grp

\$2,210,311.90

Jessica McClory
1500 Lake Shore Dr, Ste 100
Columbus, OH 43204
614-486-4383

ED LAMBERT/BILL DALTON
JOSH FIELDS

ODOT 150361

ODOT

ODOT

\$490,179.00

Dave Bame, P.E.
ODOT-District 9
650 Eastern Avenue
Chillicothe, OH 45601
740-773-2691

BO COX
JOSH FIELDS

Eastside Neighborhood

City of Columbus

City of Columbus

\$1,444,917.60

City of Columbus
910 Dublin Rd
Columbus, OH 43215
614-645-6951

ED LAMBERT
SAMANTHA FIELDS

Green Twp Phase 1 Contract C Gallia County Commissioners Stantec Consulting Grp

\$1,367,885

Gary Silcott, P.E.
Stantec Consulting Group
1311 W Hunter Street
Logan, OH 43138
740-380-2828

SETH HILL
SAMANTHA FIELDS

PROJECTS CURRENTLY BONDED OR UNDER CONSTRUCTION

<u>PROJECT DESCRIPTION</u>	<u>OWNER</u>	<u>ENGINEER</u>	<u>CONTRACT AMOUNT</u>	<u>CONTACT INFO</u>	<u>% COMP</u>
Ole Sterling Water Main BILL DALTON, SUPER SAMANTHA FIELDS, P.M.	Montgomery Co, OH	Mongomery Co Engineer	654,737	David Hodgson Mont. Co. Eng. Svc 1850 Spaulding Road Dayton, OH 45432 937-781-2660	78%
Miamiville Sewer Extension ED LAMBERT, SUPER SAMANTHA FIELDS, P.M.	Clermont Co., OH	Clermont Co Engineers	\$741,697	Kevin Kappers, E.I. 4400 Haskell Lane Batavia, OH 45103 513-732-8091	69%
Water Line Improvements JEFF CAMPBELL, SUPER JOSH FIELDS, P.M.	Grandview Hgts, OH	Burgess & Niple	\$1,798,950	Michael Spielberg, P.E. 5085 Reed Road Columbus, OH 43220 614-459-7272	40%
Allen Rd Waterline Project DAVE MEYERS, SUPER JOSH FIELDS, P.M.	Fairfield Co., OH	AECOM	\$2,075,543	Tony Vogel Fairfield Co. Utilities 6670 Lockville Road Carroll, OH 43112 740-652-7120	53%
CSO Improvements 1-2016 BO COX, SUPER JOSH FIELDS, P.M.	New Boston, OH	Strand Associates	\$1,051,258	John Herriford, P.E. 629 Washington Street Columbus, IN 47201 812-372-9911	49%

COMPANY OWNED EQUIPMENT FOR PROJECT USE

All Equipment is owned or being purchased (no current leases)

EXCAVATORS

2016 Komatsu PC 300
2014 DOOSAN 85
2012 KUBOTA 80
2011 KOBELCO 140
2004 KOMATSU 300
2004 KOMATSU 228
2006 VOLVO 235
2002 KOBELCO 135
1999 KOBELCO 235
1997 SAMSUNG 280
1996 JOHN DEERE 792

2015 DOOSAN 85
2008 KOBELCO 235
2006 JCB 8080
2010 KOBELCO 140
2006 KOMATSU 228
2005 VOLVO 460
2002 KOBELCO 135
2000 CAT 320
1997 SAMSUNG 450
1996 JOHN DEERE 690

RUBBER TIRE LOADERS

2003 KAWASAKI 60
1997 SAMSUNG 120
1997 CAT IT-28
1990 JOHN DEERE 644

1997 SAMSUNG 120
1997 JOHN DEERE 624
1996 SAMSUNG 120

DOZERS

2005 CAT DNS
1994 CASE 650

1994 CASE 850
1994 CASE 450

MISC EQUIPMENT

BACKHOES
TRENCHERS
HORIZONTAL BORE MACHINES
CAMPACTON EQUIPMENT
TOOL TRUCKS
OFFICE AND STORAGE TRAILERS
TRAFFIC CONTROL EQUIPMENT
SAWS AND COMPRESSORS

DIRECTIONAL DRILL
PAVERS AND ROLLERS
DUMP TRUCKS
SEED/MULCHING EQUIPMENT
TRAILERS
TRENCH PROTECTION AND BOXES
LINE TESTING EQUIPMENT

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 the 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 of 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 of 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 vender. 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)

(Date)

[Handwritten Signature]
Joshua Fields, President
Fields Excavating Inc.
(Name and Title of Signer, Please type)
(Firm Name)

10-20-16

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.

Joshua Fields 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, K Davis Inc.		PROJECT NAME Village of Ashville Sanitary Sewer Improvements 2016 (part B)	
ADDRESS 605 West Brentwood, Gibsonburg, OH 43421		CONTRACT NO.	
TELEPHONE NO. (419) 307-0305		EMAIL ADDRESS keindavisinc@yahoo.com	
PRIME CONTRACTOR NAME Fields Excavating, Inc.			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
#53 & #54	Supply of pipe materials	\$ 99,500.00	
Currently certified as an MBE or WBE under EPA's DBE Program? <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Neither			
 Prime Contractor Signature		President Title/Date 10-20-16	
 Subcontractor Signature		President Title/Date 10-20-2016	

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.

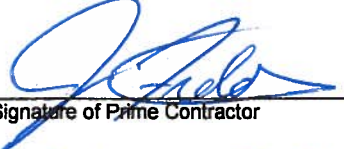
FORM 1B
Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Summary

BID/PROPOSAL NO.	PROJECT NAME <i>Village of Ashville Sanitary Sewer Improvements 2016 (Part B)</i>
NAME OF PRIME BIDDER/PROPOSER <i>Fields Excavating, Inc.</i>	E-MAIL ADDRESS <i>jjf@fields-excavating.com</i>
ADDRESS <i>177 Twp Rd 191, Kitts Hill, OH 45645</i>	
TELEPHONE NO. <i>740-532-1780</i>	FAX NO. <i>740-532-6677</i>

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)
<i>K Davis Inc 605 West Brentwood Gibsonburg, OH 43431 (419) 307-0305 kedndavis inc@yahoo.com</i>	<i>pipe supplier</i>	<i>\$ 99,500.00</i>	<i>MBE and WBE</i>

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

Joshua Fields

 Print Name

10-20-16

 Date

President

 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.



Signature

Date

Joshua Fields, President

Name and Title of Authorized Signatory, Please Print or Type

Fields Excavating, 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 Lawrence

Joshua Fields 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.

[Signature]
AFFIANT

Sworn to and subscribed before me this 20th day of October, 20 16

[Signature]
NOTARY PUBLIC IN AND FOR

[Signature] County, Ohio

My Commission expires _____, _____, 20_____



SHANNON R. DALTON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lawrence County
My Comm. Exp. 3/23/17

END OF SECTION 00 4519

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SECTION 00 4529

PERSONAL PROPERTY TAX DISCLOSURE AFFIDAVIT

STATE OF Ohio

COUNTY OF Lawrence

I, Joshua Fields, President,
(Name) (Office or Title)
of the Fields Excavating, 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 Village of 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 [~~Lawrence~~], State of Ohio, except as herein stated:

Pickaway

(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.

Fields Excavating Inc.
Corporation or Business

Signed: [Signature]

Title: President

Subscribed and sworn before me, a Notary Public, this 20th day of October, 2016

[Signature]
Notary Public in and for

Lawrence County, Ohio

My Commission expires _____ 20__ (SEAL)



SHANNON R. DALTON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lawrence County
My Comm. Exp. 3/23/17

END OF SECTION 00 4529

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ISSUED AS ATTACHMENT TO ADDENDUM NO. 1 DATED 10/06/16

SECTION 00 4550

OPWC GOVERNMENTAL REQUIREMENTS

PART 1 GENERAL

1.1 OHIO PUBLIC WORKS COMMISSION

- A. The contract work described in the Contract Documents is being funded in part with a loan and funds grant from the Ohio Public Works Commission (OPWC). All requirements of the OPWC 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. OPWC Proposal Notes (9 pages).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4550

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OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 6/16)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying

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or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

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CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See <http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? ___ Yes No

*expired 9-3-16
Renewal Appl.
Sent*

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? Yes ___ No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? ___ Yes No

>>> If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

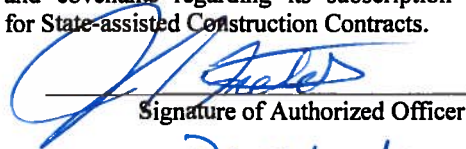
(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants ? Yes No

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BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.



Signature of Authorized Officer 10/20/16 Date

President

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.



Department of Administrative Services
Equal Opportunity Division

**Approved
Conditional**

CERTIFICATE OF COMPLIANCE

Fields Excavating, Inc.
177 Twp Rd 191
Kitts Hill, OH 45645

Effective Dates: 3/7/2016 through 09/03/2016

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues Fields Excavating, Inc. a Conditional Certificate of Compliance. The Conditional Certificate shall be in force for 180 days from the date of issuance.

Please be advised that as a holder of a Conditional Certificate of Compliance, the Division shall monitor and evaluate Fields Excavating, Inc.'s efforts to establish a more diverse work force in order to comply fully with the State of Ohio's specific requirements of work-site diversity on state funded construction projects.

Finally, be also advised that at the time Fields Excavating, Inc. applies for consideration of a new certification, the Division will fully evaluate not only Fields Excavating, Inc.'s efforts to establish a required diverse workforce, but also the actual results in establishing such a workforce.

A handwritten signature in black ink, appearing to read "Gregory L. Williams".

Gregory L. Williams
Deputy Director
State EEO Coordinator

Service, Support, Solutions for Ohio Government

The State of Ohio is an equal opportunity employer.

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228
Phone 614-466-8380 | FAX 614-728-5628 | Web: www.das.ohio.gov/eod

John Kasich, Governor
Robert Blair, DAS Director
Gregory L. Williams, Deputy Director

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the

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Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.

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5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the

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contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

"APPENDIX C" OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.



Department of Administrative Services
Equal Opportunity Division

NOTE: Received on 10/24/2016

**Approved
Conditional**

CERTIFICATE OF COMPLIANCE

Fields Excavating, Inc.
177 Twp Rd 191
Kitts Hill, OH 45645

Effective Dates: 10/21/2016 through 04/19/2017

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues Fields Excavating, Inc. a Conditional Certificate of Compliance. The Conditional Certificate shall be in force for 180 days from the date of issuance.

Please be advised that as a holder of a Conditional Certificate of Compliance, the Division shall monitor and evaluate Fields Excavating, Inc.'s efforts to establish a more diverse work force in order to comply fully with the State of Ohio's specific requirements of work-site diversity on state funded construction projects.

Finally, be also advised that at the time Fields Excavating, Inc. applies for consideration of a new certification, the Division will fully evaluate not only Fields Excavating, Inc.'s efforts to establish a required diverse workforce, but also the actual results in establishing such a workforce.

A handwritten signature in blue ink, appearing to read "Gregory L. Williams", is positioned above the printed name and title.

Gregory L. Williams
Deputy Director
State EEO Coordinator

Service, Support, Solutions for Ohio Government

The State of Ohio is an equal opportunity employer.

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John Kasich, Governor
Robert Blair, DAS Director
Gregory L. Williams, Deputy Director