



City of Gahanna
Department of Public Service and Engineering
200 South Hamilton Road • Gahanna, OH 43230
614.342.4005 Phone • 614.342.4100 Fax • www.gahanna.gov

INVITATION FOR BID

STREETLIGHT MAINTENANCE

BID OPENING DATE: OCTOBER 26, 2018 AT 11:00AM, LOCAL TIME

JESS HOWARD ELECTRIC

Company Name Submitting Bid

16030 TAYLOR RD

Street Address

BLACKLICK, OH 43004

City, State, Zip

614-861-1300

Telephone Number

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Please Note: The following are only to be filled out after the Contract is awarded: Notice of Award, Notice of Award to Surety and Surety's Agent and Owner-Contractor Agreement.

NOTICE TO BIDDERS

Sealed bids will be received by the City of Gahanna, Ohio ("Owner") until **11:00am**, local time, on **October 26, 2018** at the office of the Director of Public Service and Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 or through the Owner's electronic bidding system for all labor, material and services necessary for **Streetlight Maintenance** ("Contract"), as more fully described in the Contract Documents. Bids received after this time will not be accepted. Bids will be opened publicly and read immediately thereafter.

The work for the Contract consists of maintenance and repair of the street lighting system owned and operated by the City of Gahanna. The work shall include but is not limited to replacing equipment (lamps, lens, photocells, ballasts, fuses, fuseholders, disconnect boxes, fixtures, poles, etc), locating and repairing cuts in underground cables, replacing or repairing defective cable, relocating underground cables as directed and performing other electrical repairs as needed. All work shall be performed in accordance with the Owner's approved streetlight specifications. The term of the Contract shall be for one (1) year, commencing January 1, 2019 and ending December 31, 2019 with the provision for four (4) separate renewals of one (1) year each upon written mutual agreement of both parties.

Contract Documents are available for review, without charge, at the office of the Director of Public Service and Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 during its normal business hours. Copies may be purchased for a non-refundable fee of \$25.00, payable to Owner.

All bids must be accompanied by a Bid Guaranty and Contract Bond in the amount of \$50,000 as described in the Information and Requirements for Bidders. If State or Federal Labor Standards Provisions and State Wage Decisions are applicable to this Contract it will be a part of the Contract Documents.

No bidder may withdraw its bid for a period of sixty (60) days after the bid opening. The Owner reserves the right to waive irregularities in bids, to reject any or all bids and to conduct such investigation as necessary to determine the lowest and best bidder for the Contract.

Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract to the bidder submitting the lowest and best bid. Direct questions about the Contract to the City of Gahanna Department of Public Service and Engineering at 614-342-4005.

Robert Priestas, Director of Public Service and Engineering

Advertise: October 11, 2018 and October 18, 2018

INFORMATION AND REQUIREMENTS FOR BIDDERS

Each bidder shall be responsible for submitting its bid in accordance with the instructions in this Information and Requirements for Bidders before the bid opening set forth in the Notice to Bidders.

BIDDER'S PLEDGE AND AGREEMENT. Each bidder acknowledges that this is a public Contract involving public funds and that the Owner expects and requires that each successful bidder adhere to the highest ethical and performance standards. Each bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner, (b) it will use its best efforts to cooperate with the Owner and at all times will act with professionalism and dignity in its dealings with the Owner, (c) it will assign only competent supervisors and workers to the Contract, each of whom is fully qualified to perform the tasks that are assigned to him or her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

CONTRACT DOCUMENTS. The Contract Documents consist of the following documents: Notice to Bidders, Information and Requirements for Bidders, Supplemental Specifications, Prevailing Wage Rates (if applicable), Contractor's Qualification Statement, Subcontractors List, Corporate Affidavit, Contractor's Personal Property Tax Affidavit, Noncollusion Affidavit, Escrow Waiver, Bid Certification, Bid Guaranty and Contract Bond (including Power of Attorney, Surety Financial Statement and Certificate of Compliance for Ohio), Bid Form, Clarifications (if issued), Addenda (if issued), Notice of Award, Notice of Award to Surety and Surety's Agent, Owner-Contractor Agreement, Certificate of Insurance and State of Ohio Bureau of Worker's Compensation Insurance Certificate.

A complete set of the Contract Documents is available for review, without charge, at the office of the Director of Public Service and Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 during its normal business hours. Copies may be purchased for a non-refundable fee of \$25.00, payable to Owner. Bidders shall use a complete set of the Contract Documents in preparing bids. The Owner does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Contract Documents. The Owner, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Contract and does not confer a license or grant for any other use.

EXAMINATION OF CONTRACT DOCUMENTS. Each bidder shall have a competent person carefully and diligently review each part of the Contract Documents and immediately bring to the attention of the Owner any conflicts, inconsistencies, errors or omissions therein. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.

By submitting its bid, each bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least five (5) business days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the bidder (a) will provide the labor, equipment or materials of the better quality or greater quantity of work and/or (b) will comply with the more stringent requirements. The bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner. Furthermore, the bidder shall not, at any time after the execution of the Contract, be

compensated for a claim alleging insufficient data, incomplete Contract Documents or incorrectly assumed conditions regarding the nature or character of the work, if no request was made by the bidder prior to the bid opening.

Each bidder shall have a competent person carefully and diligently inspect and examine the entire site for the Contract and the surrounding area, including all parts of the site applicable to the work for which it is submitting its bid, including location, condition and layout of the site, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the bidder shall not be entitled to any change order, additional compensation or additional time on account of such conditions that could not have been discovered by such an investigation.

Each bidder will be deemed to have actual knowledge of all information provided or discussed at any pre-bid meeting.

ADDENDA. The Owner reserves the right to issue addenda changing, altering or supplementing the Contract Documents prior to the time set for receiving bids. Addenda may be issued to clarify bidders' questions and/or to change, alter or supplement the Contract Documents.

Any explanation, interpretation, correction or modification of the Contract Documents will be issued in writing in the form of an addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall not be legally binding. All addenda shall become a part of the Contract Documents and must be submitted with the bid.

If a bidder contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner. Bidders shall submit written questions to the Owner in sufficient time in advance of the bid opening to allow sufficient time for the Owner to respond. The Owner shall in its sole discretion determine whether or not an addendum will be issued.

All addenda will be issued, except as hereafter provided, and emailed (unless a different delivery method is requested) to persons who have obtained Contract Documents for the Contract, at least seventy-two (72) hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays. If any addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required unless otherwise noted in the addendum. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents.

Copies of each addendum will be sent only to the bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Supplemental Specifications are maintained. Bidders are responsible for acquiring issued addenda in time to incorporate them into their bid. Bidders should contact the Owner prior to the bid opening to verify the number of addenda issued. If a bidder fails to submit all addenda with their bid, the bid of such bidder will be deemed to be responsive only if (a) The bid received clearly indicates that the bidder received the addendum, such as where the addendum added another item to be bid upon and the bidder submitted a bid on that item; or (b) The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality or delivery of the item bid upon.

PREPARATION OF BIDS. The following bid documents must be completed and submitted at the time of the bid opening: Contractor's Qualification Statement, Subcontractors List, Corporate Affidavit, Contractor's Personal Property Tax Affidavit, Noncollusion Affidavit, Escrow Waiver, Bid Certification, Bid Guaranty and Contract Bond (including Power of Attorney, Surety Financial Statement and Certificate of Compliance for Ohio), Bid Form, Clarifications (if issued) and Addenda (if issued). Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected.

Where unit prices are requested in the Bid Form for the Contract on which the bidder submits a bid, the bidder should quote a unit price. Unless otherwise expressly provided in the bid documents, such unit prices shall include all labor, materials, services and all other expenses necessary for the timely and proper installation of the item or completion of services for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Owner determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

The bidder shall take precautions to fill in all blank spaces, in ink, typewritten or electronically, in words and/or figures. The wording on the Bid Form shall be used without change, alteration or addition. Unit prices shall govern in the case of a discrepancy. Mathematical errors will be subject to correction. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.

If State Labor Standards Provisions and State Wage Decisions are applicable to the Contract as defined in Section 4115.03 of the Ohio Revised Code, the bidder awarded the Contract and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Contract not less than the rate of wages fixed for the Contract under Section 4115.04 of the Ohio Revised Code. Additionally, the bidder awarded the Contract and all of its subcontractors, regardless of tier, will comply with all other provisions of Chapter 4115 of the Ohio Revised Code. Where Federal prevailing wage rates apply the bidder awarded the Contract and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Contract not less than the rate of wages fixed for the Contract under the applicable federal law.

ALTERNATES. The Owner may request bids on alternates. If the Owner requests bids on alternates, the bidder should include the cost of the alternates requested on its Bid Form. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.

The bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to the Contract with the funds available. The bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the industry in the State of Ohio. The bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of the Contract until the bids are received and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The bidder understands that the award to the bidder submitting the lowest and best bid will be based on the lowest base bid plus selected alternates, and may result in an award to a bidder other than the bidder that submitted the lowest base bid.

If, during the progress of the work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

BONDS AND GUARANTEES. The bidder shall furnish a Bid Guaranty, in the form of a bond in the name of or payable to the order of the Owner in the amount of fifty thousand dollars (\$50,000), and submit the Bid Guaranty and Contract Bond form included in the Contract Documents. AIA Bid Bond forms are not acceptable. Alternate bid guaranty forms are not acceptable.

The amount on the Bid Guaranty and Contract Bond form may be left blank indicating it is for the full amount of fifty thousand dollars (\$50,000). If an amount is inserted, it must equal fifty thousand dollars (\$50,000). If an amount is inserted, the failure to state an amount equal to or greater than fifty thousand dollars (\$50,000) shall make the bid non-responsive. In addition, failure to include scope of work in the correct space on the Bid Guaranty and Contract Bond form may make the bid non-responsive.

The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves and sound investments. These criteria will be deemed to be met if the Surety currently has an AM Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the Owner, in its sole discretion.

All bonds shall be signed by an authorized agent of an acceptable Surety and by the bidder. The name, address, telephone number and fax number of the Surety and the Surety's Agent should be typed or printed on each bond. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio and a financial statement of the Surety. Failure to include the Bid Guaranty in such form may make the bid non-responsive.

MODIFICATION OF BIDS. A bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's Representative prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

SUBMITTAL AND OPENING OF BIDS. Sealed bids will be received by the Owner until the bid opening at the office of the Director of Public Service and Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 or through the Owner's electronic bidding system for all labor, materials and services necessary for the Contract. Bids received after this time will not be accepted. Bids will be opened publicly and read immediately thereafter.

If a bidder is submitting a paper bid, the bid must be enclosed and delivered in a sealed opaque envelope addressed to the Director of Public Service and Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 with the bidder's name, bidder's address and title of the Contract plainly printed in the upper left

hand corner. If a bidder is using a third party (e.g. Federal Express) to deliver its bid, the sealed opaque envelope, with the previously defined notation provisions, containing the bid must be enclosed in the third party's packing envelope plainly marked with the notation 'Bid Enclosed – Deliver Immediately' along with the title of the Contract.

If a bidder is submitting an electronic bid via the Owner's electronic bidding system, the bid must be submitted via Bid Express at www.bidexpress.com. Vendors new to the City's electronic bidding system will need to register with Bid Express and create an account.

The bid opening shall be extended one (1) week if any addenda is issued within a seventy-two (72) hour period prior to the bid opening, excluding Saturdays, Sundays and legal holidays, with no further advertising of bids required unless otherwise noted in the addendum. It is the sole responsibility of the bidder to ensure that their bid is received in the proper time before the bid deadline.

WITHDRAWAL OF BIDS. A bidder may withdraw its bid at any time for any reason prior to the bid opening. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening. No bidder may withdraw its bid for a period of sixty (60) days after the bid opening. All bids shall remain valid and open for acceptance for a period of at least sixty (60) days after the bid opening; provided, however, that a bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:

- (a) The price bid was substantially lower than the other bids.
- (b) The reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor or material.
- (c) The bid was submitted in good faith.
- (d) The bidder provides written notice to the Owner within two (2) business days after the bid opening for which the right to withdraw is claimed.

If a bid is withdrawn under this provision, the Owner may award the Contract to another bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

METHOD OF AWARD. All bids shall remain valid and open for acceptance for a period of at least sixty (60) days after the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.

The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. In addition, the Owner reserves the right to disqualify bids, before

or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the bidder.

Subject to the right of the Owner to reject any, part of any, or all bids, the Owner will award the Contract to the bidder submitting the lowest and best bid. The factors the Owner may consider in determining the lowest and best bid include the factors set forth below. The Owner, in its sole discretion, may consider and give such weight to these criteria as it deems appropriate.

(a) The bidder's work history. The bidder should have a record of consistent customer satisfaction and of consistent completion of contracts, including contracts that are comparable to or larger and more complex than the Owner's Contract. If the bidder's management operates or has operated another company, the Owner may consider the work history of that company in determining whether the bidder submitted the lowest and best bid.

The Owner may consider the bidder's prior experience on other contracts with the Owner, including the bidder's demonstrated ability to complete its work on these contracts in accordance with the Contract Documents and expeditiously, and will also consider its ability to work with the Owner as a willing, cooperative and successful team member.

The bidder authorizes the Owner and its representatives to contact the owners on contracts on which the bidder has worked and authorizes and requests such owners to provide the Owner with a candid evaluation of the bidder's performance. By submitting its bid, the bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or the employees of any of them as a result of or related to such candid evaluation, the bidder will indemnify and hold harmless such owners and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and the employees of each of them.

(b) The bidder's financial ability to complete the Contract successfully and expeditiously without resort to its Surety.

(c) The bidder's prior experience with similar work on comparable or more complex contracts or projects.

(d) The bidder's prior history for the successful and timely completion of contracts, including the bidder's history of filing and having claims filed against it.

(e) The bidder's equipment and facilities.

(f) The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully.

(g) The bidder's compliance with federal, state and local laws, rules and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws and Ohio ethics laws.

(h) The foregoing information with respect to each of the subcontractors and suppliers that the bidder intends to use on the Contract.

(i) The bidder's participation in a drug-free workplace program acceptable to the Owner, and the bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.

By submitting its bid, the bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

(j) The Owner's prior experience with the bidder's Surety.

(k) The bidder's interest in the Contract as evidenced by its attendance at any pre-bid meetings or conferences for bidders.

(l) The bidder's ability to self-perform the work on the Contract with the bidder's own forces.

(m) Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Supplemental Specifications.

By submitting its bid, the bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the bidder or any person or association on its behalf challenges such determination in any legal proceeding, the bidder shall indemnify and hold the Owner and its employees and agents harmless from any claims included in or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees or agents that arise out of or are related to such challenge.

The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner. Failure to award and execute the contract by the City within sixty (60) days after the bid opening invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the contract is extended by mutual consent by written agreement between the City or its representatives and the bidder whose bid the City accepts, and with respect to whom the City subsequently awards and executes a contract.

EXECUTION OF CONTRACT. Within 10 days after award of the Contract, the successful Bidder shall execute and deliver to the Owner the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), Certificate of Insurance and a valid State of Ohio Bureau of Worker's Compensation Insurance Certificate. The award of the Contract notwithstanding, the successful bidder shall have no property interest or rights under the Owner-Contractor Agreement until such time as the Owner-Contractor Agreement is executed by the successful bidder and the Owner.

STATE SALES AND USE TAXES. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful bidder purchases for incorporation into the Contract will be exempt from state sales and use taxes if the successful bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

COMPLIANCE WITH APPLICABLE LAWS. By submitting a bid for the Contract, the bidder acknowledges that it is in compliance with applicable federal, state and local laws and regulations, including, but not limited to, the following:

(a) Equal Employment Opportunity/Nondiscrimination. The bidder agrees that if it is awarded the Contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The bidder further agrees that neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the Contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code or color.

(b) Ethics Laws. The bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

SUPPLEMENTAL SPECIFICATIONS

The Supplementary Specifications included herein are specifically applicable to this Contract, previous customs or practices to the contrary notwithstanding. If there are any conflicts, inconsistencies, errors or omissions between the Supplemental Specifications and other specifications contained within the Contract Documents, the Contractor (a) will provide the labor, equipment or materials of the better quality or greater quantity of work and/or (b) will comply with the more stringent requirements.

DEFINITIONS. Whenever the "Owner" is used or implied in these Supplementary Specifications ("Specifications,") it shall refer to the City of Gahanna, Ohio (the "City"). Whenever the word "Council" is used or implied in these Specifications, it shall refer to the Council of the City. Whenever the word "Director" is used or implied in these Specifications, it shall refer to the Director of Public Service and Engineering of the City, or his or her authorized assistants, acting within the scope of the duties assigned to them. Whenever the word "Contractor" is used or implied in these Specifications, it shall refer to the Contractor, Partnership or firm of Contractors or its or their agent or agents, including Subcontractors, acting on its or their behalf, undertaking the Contract under these Specifications.

AUTHORITY OF DIRECTOR. The Director shall have full power and authority to do any or all of the following things:

(a) Interpret Specifications, etc. To interpret the meaning of specifications when necessary and to decide all questions that may arise relative to the fulfillment of the obligations under the Contract Documents.

(b) Judge of Quality. To be the sole judge of the quality and fitness of all material and workmanship; to supervise all tests; to inspect all work and material; and to condemn any work or material which, in his or her judgment, does not fully conform to the Specifications.

(c) Power to Condemn. To condemn faulty work or material at any time prior to the acceptance of the work, notwithstanding that it may have been previously overlooked or may have become damaged after previous inspection, even though it may have been estimated or paid for. Any condemned work shall be promptly resolved by the Contractor without payment and any condemned material shall be removed from the premise by the Contractor and not returned to any part of the work.

(d) Precautions Against Damage. To require additional precautions against damage to the work or any public or private property. This power shall not, however, relieve the Contractor of any responsibility for providing proper safe guards, or for any such damage or accident.

(e) Extra Work. To sign and give orders for extra work, pursuant to the Contract Documents.

(f) Remove Employees. To order the Contractor to remove from the Contract any employee who is disorderly or disrespectful or who persistently does careless or unsatisfactory work.

(g) Reject Work. To reject work if any provision of the Contract Documents or Specifications is being violated.

(h) Assistants. To deputize assistants and inspectors to act for him or her in any of his or her powers and duties and such assistants and inspectors shall exercise all powers of the Director within the limits of the specific authority given by him or her to each.

(i) Amount and Quality. To determine the amount and quality of the several kinds of work which are to paid for thereunder, including extra work.

(j) Violation of Contract. To notify the Contractor and/or Owner in writing of any violation of the Contract.

(k) Extension of Time. To determine the proper length of any extension of time provided for under the Contract Documents.

(l) Defective Work. On the basis of on-site observations, shall endeavor to guard the Owner against apparent defects and deficiencies in the work by the Contractor; but does not guaranty the performance of the Contractor and is not responsible for work means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the work. The Director is not responsible for the Contractor's failure to execute the work in accordance with the Contract Documents and shall not be responsible for defects or omissions in the work result of the Contractor's employees or that of any other person and entities responsible for performing any of the work result as contained in the Contract Documents.

DIRECTOR TO GIVE INSTRUCTIONS. It is mutually agreed that wherever in the Contract Documents the words "as directed", "as required", "permitted", "approval", "suitable", "ordered", "proper", "satisfactory" or words of similar import are used, they shall be understood to refer to the instructions and judgment of the Director as applied to each particular case.

LICENSING OF CORPORATIONS. The Contractor shall abide by the statutory requirements of the State of Ohio relative to Licensing of Corporations organized under the laws of any other state.

LICENSES. The Contractor shall procure at its own expense and maintain in full force and effect during the life of the Contract, all licenses required by the city, state and federal governments relative to the performance of the terms and conditions set forth herein.

WORKMANSHIP AND SAFETY REQUIREMENTS. All work performed by the Contractor, or any of their agents or employees, in connection with the Contract shall be done in a competent, professional, and courteous manner. The Contractor shall comply with all current federal laws and regulations, including but not limited to the Occupational Safety and Health Act during the conduct and performance of work under the Contract. All federal OSHA standards must be enforced by the Contractor. The Contractor shall be solely responsible for all federal, state and local safety requirements, together with exercising precautions at all times for the protection of persons (including employees) and property. It is also the sole responsibility of the Contractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the Contract.

PERMITS, LAWS AND REGULATIONS. The Contractor shall keep fully informed of all existing and future ordinances or resolutions of the Owner, and of all municipal, state and national laws in any manner affecting the work herein specified and shall at all times comply with such resolutions or ordinances and laws. The Contractor shall take out all permits legally required at its own expense, and shall pay all fees and charges incident to prosecution and completion of the work.

EQUIPMENT AND PERSONNEL. The Contractor must provide and maintain in full operation at all times during the term of the Contract all equipment and personnel to perform the work required by the

Contract. Each vehicle must have the Contractor's name clearly visible. The Owner reserved the right to inspect the Contractor's equipment at any time during the term of the Contract. The Contractor must obtain permission from the Owner before stock piling any equipment or material on public property.

CONTRACT TERM. The term of the Contract shall be for one (1) year, commencing January 1, 2019 and ending December 31, 2019 with the provision for four (4) separate renewals of one (1) year each upon written mutual agreement of both parties.

WORK TO BE COMPLETE. The intent of these Specifications is to provide for the work herein outlined to be full and complete in every detail for the purposes designated, and the Contractor hereby agrees to furnish everything necessary for such work, notwithstanding any omissions or errors in the Contract Documents.

SCOPE OF WORK. The Contractor shall be responsible for maintenance and repair of the street lighting system owned and operated by the City of Gahanna. The work shall include but is not limited to replacing equipment (lamps, lens, photocells, ballasts, fuses, fuseholders, disconnect boxes, fixtures, poles, etc), locating and repairing cuts in underground cables, replacing or repairing defective cable, relocating underground cables as directed and performing other electrical repairs as needed. All work shall be performed in accordance with the Owner's approved streetlight specifications. The City reserves the right and authority to assign work contemplated by this Contract to City employees.

MAINTENANCE AND REPAIR TIME. The contractor shall contact the Owner a minimum of once each week to obtain a report of lights in need of maintenance or repair. Maintenance and repairs must be made within 48 hours of notification unless unavoidable circumstances prohibit completion, in which case the Owner must be notified. Following the completion of maintenance and repairs, the Contractor is required to submit accurate log sheets or work orders documenting all work completed and parts used.

BUCKET TRUCK. The contractor shall utilize the Owner's bucket truck whenever it is available, thereby eliminating this line item charge listed in the Bid Form for such situations.

PARTS AND MATERIALS. When possible, all parts and materials will be furnished by the Owner. This includes but is not limited to luminaires (including ballast housing, reflector with socket and prismatic glass optical assembly), ballasts, light emitting diodes (LEDs), fuses, light poles and banner arms. It is the Contractor's responsibility to notify the Owner at 614-342-4005 when parts and materials are low. In cases where the Owner is unable to purchase the necessary parts and materials the Contractor may bill at said percentage listed in the Bid Form, upon mutual agreement of both parties.

TRAFFIC. A minimum of one-lane, two-way traffic shall be maintained at all times. All lanes on major roads shall remain open during the hours of 7:00am to 9:00am and 4:00pm to 6:00pm, Monday through Friday. Ingress and egress to private driveways shall be maintained at all times. All traffic control devices, including lights, signs and barricades shall be constructed, erected and maintained in accordance with the Ohio Manual of Traffic Control for Construction and Maintenance. The cost of all lights, signs, and barricades necessary to maintain the aforementioned condition shall be included in the bid for the various items as set forth in the Contract Documents.

RESTORATION AND CLEANUP. It is the intent of the Owner to keep inconvenience to the property owners to an absolute minimum. All work prescribed and described in these Supplemental Specifications is situated in improved areas. Any street signs, landscaping or other features removed during

construction, maintenance and/or repairs by the Contractor must be restored by the Contractor in a timely manner. The cost for removing and replacing street signs, landscaping or other features shall be included in the bid for the various items as set forth in the Contract Documents. All work is to continue on a uniform basis and on schedule, particularly the restoration and cleanup of disturbed areas after construction, maintenance and/or repairs. Disturbed areas such as sidewalks and curb ramps must be clearly marked by the Contractor until the work can be completed.

SUPERVISOR CONTACT. An electrician supervisor shall be available at all times for requests and emergency responses. If the supervisor will not be available an alternate contact must be provided to the Owner 24 hours prior to the supervisor's absence.

PRE-CONTRACT CONFERENCE. A pre-contract conference involving the Owner, the Contractor and all available Subcontractors will be held, if necessary, prior to the start of the work.

INSPECTION. Whenever any work is in progress an assistant and/or inspector shall be appointed by the Director to inspect the same, and it will be the duty of such assistant and/or inspector to see that all materials used and work performed shall be strictly in accordance with the Contract Documents. The inspection of the work shall not relieve the Contractor from any of the obligations under the Contract Documents and defective work shall be made good, and unsuitable materials will be rejected notwithstanding such work and materials have been previously overlooked by the Director and accepted or estimated for payment. The Contractor shall follow up on any complaints within twenty-four (24) hours from the time the complaint was received.

CITY INCOME TAX TO BE WITHHELD. The Contractor shall withhold all city income tax due or payable under the provisions of Chapter 161 of the Codified Ordinances of Gahanna (as amended) for wages, salaries and commission paid to its employees and further agrees that any of its Subcontractors shall be required to agree to withhold any such city income tax due under said Ordinance for services performed under the Contract. In order to comply with this section and to avoid delay in receiving payment for work performed under the Contract, it will be necessary that said Contractor complete and file an Income Tax Business Registration form, if it is not already registered with the City of Gahanna Department of Finance.

PAYMENT FOR SERVICES. The Owner agrees to pay the Contractor for services rendered and deemed satisfactory under the Contract once each month, following receipt of an itemized invoice. All invoices should be sent to: Department of Public Service and Engineering, City of Gahanna, 200 S Hamilton Rd, Gahanna, OH 43230. The Owner agrees to pay the Contractor the amount due within thirty (30) days of receipt of each itemized invoice.

DAMAGE TO PROPERTY. All damage caused by the carrying out the work under the Contract, to any public or private property of any nature whatsoever, whether above or under the ground, shall be made good to the satisfaction of the Owner of the same, at the expense of the Contractor.

NON-APPROPRIATION CLAUSE. In the event funds for the Contract are not appropriated by the Council, then the Owner-Contractor Agreement will automatically be cancelled without recourse to the Owner.

WORKERS' COMPENSATION INSURANCE. The Contractor shall take out and maintain during the life of the Contract, adequate workers' compensation insurance for all its employees employed at the work site. The Contractor shall require any Subcontractor similarly to provide workers' compensation insurance to

the latter's employees, unless such employees are covered by the Contractor. In case any class of employees engaged in hazardous work under the Contract at the work site is not protected under the workers' compensation statute, the Contractor and Subcontractor shall provide suitable insurance for the protection of its employees not otherwise protected. The Contractor is required to submit a Workers' Compensation Certificate signed by the Ohio Industrial Commission to the Owner, showing that the Contractor has paid its industrial insurance premium up award.

LIABILITY INSURANCE REQUIRED. The Contractor shall furnish proof to the Owner of public liability insurance. The amount of such public liability insurance shall be adequate to provide full coverage for any one occurrence of not of not less than \$1,000,000 for personal injury to any one person and a total of not less than \$1,000,000 for personal injury to all persons involved. The amount of such property damage insurance shall be adequate to provide full coverage for any one occurrence of not less than \$1,000,000 and a total of not less than \$1,000,000 for all occurrences.

Umbrella excess liability insurance to extend existing policies to the required limits shall be accepted. The City of Gahanna shall also be named as an additional insured. The certificate shall contain a provision that coverage afforded under the policy will not be canceled unless at least thirty (30) days prior written notice has been given to the Owner.

INDEMNIFICATION. To the fullest extent permitted by laws and regulations, and in addition to any other obligations of the Contractor under the Contract or otherwise, the Contractor shall indemnify and hold harmless the Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the performance of the Contract, but only to the extent caused by any breach of contract, negligent act or omission of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of its officers, directors, members, partners, employees, agents, consultants or subcontractors by any employee, or the survivor or personal representative of such employee, of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall defend, at their own cost and expense, each and every suit or action brought against the Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them by reason thereof, until the Contract has been completed.

TERMINATION OF CONTRACT. The Owner, at their sole discretion, may at any time declare the Contract, or any portion thereof, terminated due to any of the following circumstances:

(a) If the work to be done under the Contract shall be abandoned by the Contractor, or if the Contract shall be assigned or the work under the Contract sublet by the Contractor, otherwise than herein specified;

(b) or if before the completion of the work under the Contract, the Contractor shall become financially unable to meet their current obligations or shall become bankrupt or shall make a general assignment for the benefit of the creditors or shall have a receiver appointed for them or to take charge of their affairs or shall have their property levied upon or taken in execution or under attachment;

(c) or if, at any time, the Owner shall be in the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is violating any of the conditions or agreements of this Contract, or is executing the same bad faith or is not fulfilling the terms thereof, or is not making progress in the execution of the work as to indicate its completion within the same time specified in the Contract, or within the time to which the completion of the Contract may have been extended by the Owner.

If it is determined that the Contract, or any portion thereof, is to be terminated, a written notice will be served to the Contractor. A copy will also be given to the surety or the authorized agent of the surety.

Upon the service of such notice, the Contractor shall discontinue the work or such part thereof as the Owner shall designate, whereupon the surety may, at its option, assume this Contract or the portion thereof on which the Owner has ordered the Contractor to discontinue work and proceed to perform the same and may, with the written consent of the Owner, sublet the work or portions of same taken over, provided, however, that the surety shall exercise its option if at all, within two weeks after written notice to discontinue work has been served upon the Contractor and upon the surety of its authorized agent. The surety, in such event, shall take the Contractor's place in all respects and will be paid by the Owner for all work performed by it in accordance with the terms of the Contract and if the surety, under the provisions hereof, shall assume said entire Contract, all monies remaining due to the Contractor at the time of Contractor's default, shall thereupon become due and payable to the surety as the work progresses, subject to all the terms of the Contract.

In the event the Owner has ordered the Contractor to discontinue work on the Contract, the Owner shall have the absolute right, without liability on the part of the Owner to the Contractor or their surety, to continue and complete the Contract herein described. The surety and the Contractor shall then be jointly and severally liable for all expenditures made by the Owner to complete the said Contract expecting and providing that the surety shall not be liable for any amount over the obligation of its bond.

Any and all balances of payments due to the Contractor by the Owner shall be forfeited to the Owner and the Contractor agrees that they shall lose all right, title, and interest to the said balances, excepting and providing that the said balances shall be used, after forfeiture, for a set off to the benefit of the Contractor and the Contractor's surety on the expenditures of the Owner to complete this Contract.

General Info

Total:

Number

Streetlight Maintenance

Deadline

10/26/2018 11:00 AM EDT

Vendor

Jess Howard Electric Company

Submitted

10/26/2018 09:05 AM EDT

Signed by

CHRISTY GUTRIDGE

Opened

10/26/2018 11:01 AM EDT By jennifer.hamilton@gahanna.gov

Description

Streetlight Maintenance Contract

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

No

VENDOR RESOURCES

Vendor Resources Page

Informational page containing instructional videos for vendors.

BidExpress Customer Support Team

Customer support contact. Available Monday-Friday from 7:00am-8:00pm eastern time.

ATTACHMENT LIST

Notice to Bidders.pdf
Notice to Bidders

Information and Requirements for Bidders.pdf
Information and Requirements for Bidders

Supplemental Specifications.pdf
Supplemental Specifications

CONTRACTOR'S QUALIFICATION STATEMENT

The bidder is required to state the following in full detail as will enable the Director of Public Service and Engineering and Council of the City of Gahanna to judge its responsibility, experience, skill and financial standing to meet the obligations of the Contract.

ORGANIZATION.

(a) Number of years your organization has been in business as a Contractor.

(b) Number of years your organization has been in business under its present business name. List any other or former names your organization has operated under.

(c) If your organization is a corporation, list the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name and Treasurer's name. If not applicable, state "not applicable."

(d) If your organization is a partnership, list the following: date of organization, type of partnership (if applicable) and name(s) of general partner(s). If not applicable, state "not applicable."

(e) If your organization is individually owned, list the following: date of organization and name of owner. If not applicable, state "not applicable."

(f) If the form of your organization is other than those listed above, describe it and name the principals. If not applicable, state "not applicable."

LICENSING.

(a) List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

(b) List jurisdictions in which your organization's partnership or trade name is filed.

EXPERIENCE.

(a) List the categories of work that your organization normally performs with its own forces.

(b) List all details of any work your organization has failed to complete. If none, state "none."

(c) List any Claims that your organization or any of its officers have initiated, any Claims initiated against your organization or any of its officers, any mediation or arbitration proceedings or lawsuits related to any contract your organization or any of its officers have been involved in or is currently involved in, or any judgements or awards outstanding against your organization or any of its officers within the last five (5) years. Please give details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome. If none, state "none."

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

(d) List any officer or principal of your organization that has ever been an officer or principal of another organization when it failed to complete a contract within the last five (5) years. Please give details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed. If none, state "none."

(e) List contracts your organization has in progress with an original contract sum of more than \$100,000.00, giving the name of contract, owner and its telephone number, design professional and its telephone number if applicable, contract amount, percent complete and scheduled completion date. State total amount of work in progress and under contract. If none, state "none."

(f) Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the contract sum is fifty percent (50%) or more of the bid amount for this Contract, including add alternates: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number.

Note: If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

(g) Provide the following information for each contract your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's contract: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number.

Note: If there are more than five (5) of these contracts, only provide information on the most recent five (5) contracts, including current contracts.

(h) State the average annual amount of contracts your organization has performed during the last five (5) years.

(i) If any of the following members of your organization's management, president, chairman of the board, or any director, operates or has operated another company during the last five (5) years, identify the member of management and the name of the company. If none, state "none."

(j) If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

(k) If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If not applicable, state "not applicable."

(l) List the education, training and experience for each person who will fill a management role on the Contract, including without limitation the Contract Executive, Contract Manager and Contract Superintendent. For each person listed, include with the other information the last three contracts on which the person worked and the name and telephone number of the owner.

REFERENCES.

(a) List all trade references.

(b) List all bank references.

(c) List the name of your surety bonding company along with the name and address of your surety agent.

FINANCING.

(a) Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses), net fixed assets, other assets, current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes) and other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

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

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

(d) State if the organization whose financial statement is attached will act as guarantor of the Contract.

CERTIFICATION.

The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

Company Name

Signature

Date

Printed Name and Title

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

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

Notary Public

My Commission Expires: _____

Seal:

CONTRACTOR'S QUALIFICATION STATEMENT

The bidder is required to state the following in full detail as will enable the Director of Public Service and Engineering and Council of the City of Gahanna to judge its responsibility, experience, skill and financial standing to meet the obligations of the Contract.

ORGANIZATION:

(a) Number of years your organization has been in business as a Contractor: *

73

(b) Number of years your organization has been in business under its present business name. List any other or former names your organization has operated under. *

73

(c) If your organization is a corporation, list the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name and Treasurer's name. If not applicable, state "not applicable." *

Corporation; September 1955; Ohio; Jonathan F. Howard, President; William C. Walt, Vice President; F.A. Bolton Secretary; Brian Barwick Treasurer

(d) If your organization is a partnership, list the following: date of organization, type of partnership (if applicable) and name(s) of general partner(s). If not applicable, state "not applicable." *

not applicable

(e) If your organization is individually owned, list the following: date of organization and name of owner. If not applicable, state "not applicable." *

not applicable

(f) If the form of your organization is other than those listed above, describe it and name the principals. If not applicable, state "not applicable." *

not applicable

LICENSING:

(a) List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. *

OHIO; ELECTRICAL; LICENSE #18390

(b) List jurisdictions in which your organization's partnership or trade name is filed. *

OHIO; ELECTRICAL; LICENSE #18390

EXPERIENCE:

(a) List the categories of work that your organization normally performs with its own forces. *

AIRPORTS, TRAFFIC, DESIGN BUILDS, WATER PLANTS, FIRE ALARM, STREET LIGHTING, TENANT BUILD OUT

(b) List all details of any work your organization has failed to complete. If none, state "none." *

NONE

(c) List any Claims that your organization or any of its officers have initiated, any Claims initiated against your organization or any of its officers, any mediation or arbitration proceedings or lawsuits related to any contract your organization or any of its officers have been involved in or is currently involved in, or any judgements or awards outstanding against your organization or any of its officers within the last five (5) years. Please give details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome. If none, state "none." *

NONE

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

(d) List any officer or principal of your organization that has ever been an officer or principal of another organization when it failed to complete a contract within the last five (5) years. Please give details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed. If none, state "none." *

N/A

(e) List contracts your organization has in progress with an original contract sum of more than \$100,000.00, giving the name of contract, owner and its telephone number, design professional and its telephone number if applicable, contract amount, percent complete and scheduled completion date. State total amount of work in progress and under contract. If none, state "none." *

Project & Work:

Gender Road Phase 4, Canal Winchester
Furnish material, labor and equipment for the installation of the traffic signals and street lighting as per the contract specifications.

Contract Sum: \$ 675,028.70

Owners Representative and Phone Number:

Strawser Paving Company
Corey Brown
330-397-7506

Engineer/Architect Representative and Phone Number

EMH&T
Michael Brehm
614-775-4500

Project & Work:

Beech Road South Infrastructure Furnish material, labor and equipment for the installation of the electrical conduits and cable, traffic signal installation to include pedestrian signals and radar protection.

Contract Sum: \$ 696,277.41

Owners Representative and Phone Number:

Nickolas Savko & Sons Inc.
Marty Savko Jr.
614-451-2242

Engineer/Architect Representative and Phone Number

EMH&T
Jim Nolen
614-775-4500

Project & Work:

Braun Place Roadway Improvements

Furnish material, labor and equipment for the installation of the electrical, communications conduits along with the street lighting poles and luminaires.

Contract Sum: \$ 243,563.64

Owners Representative and Phone Number:

Holland Construction Services
Steve Teipe
614-277-8870

Engineer/Architect Representative and Phone Number

Advanced Civil Design
James Whitacre
614-428-7750

Project & Work:

Grandview Yard Public Block I & L Infrastructure Improvements

Furnish material, labor and equipment for the installation of the conduit and wire for the completion of the street lighting for the infrastructure improvements.

Contract Sum: \$ 139,605.51

Owners Representative and Phone Number:

George J. Igel and Company
Cole Palmer
937-726-8869

Engineer/Architect Representative and Phone Number

EMH&T
Travis Eifert
614-775-4500

11/02/2018 11:02:00 AM

(f) Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the contract sum is fifty percent (50%) or more of the bid amount for this Contract, including add alternates: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number. *

Project: Franklin County Emergency Management and Homeland Security Tornado Siren Maintenance
Location: Franklin County
Type of Service: Maintenance and repair of all tornado sirens.
Total Contract: Unknown-contract set forth by established rates.
Start/Stop: 5-13-18 to 5-14-21
Contact: Steve Smith
Phone: 614-724-0807

Project: Solid Waste Authority of Central Ohio
Contract for General Electrical Services
Location: 4239 London-Groveport Road Grove City, OH 43123
Type of Service: Electrical Maintenance
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 7-20-18 to 7-31-18
Contact: Jerry Compston
Phone: 614-871-5100

Project: City of Gahanna Street Light Maintenance
Location: Gahanna, OH
Type of Service: Electrical maintenance of street lights and traffic signals.
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 1-1-18 to 12-31-18
Contact: Grant Crawford
Phone: 614-342-4053

Project: State of Ohio State Term Contract for Electrical Services
Location: Statewide Ohio
Type of Service: Electrical Maintenance
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 11-1-18 to 1-31-19
Contact: Peggy Canada
Phone: 614-644-1786

Project: City of Bexley Street Light and Traffic Signal Maintenance
Location: Bexley, OH
Type of Service: Electrical maintenance of street lights and traffic signals.
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 1-1-18 to 12-31-18
Contact: Andy Bashore
Phone: 614-235-8694

Project: City of Circleville Traffic Signal Maintenance
Location: Circleville, OH
Type of Service: Maintenance and repair of all traffic signals
Total Contract: Unknown-contract set forth by established rates.
Start/Stop: 1-1-18 to 12-31-18
Contact: Dane Patterson
Phone: 740-447-8247

Project: City of Grove City Street Light and Traffic Signal Maintenance
Location: Grove City, OH
Type of Service: Electrical maintenance of street lights and traffic signals.
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 1-1-18 to 12-31-18
Contact: Joe Weber
Phone: 614-937-4759

Note: If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

(g) Provide the following information for each contract your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's contract: name of contract, scope of work, contract sum, name of owner's representative and owner's telephone number. *

Project: Franklin County Emergency Management and Homeland Security Tornado Siren Maintenance
Location: Franklin County
Type of Service: Maintenance and repair of all tornado sirens.
Total Contract: Unknown-contract set forth by established rates.
Start/Stop: 5-13-18 to 5-14-21
Contact: Steve Smith
Phone: 614-724-0807

Project: Solid Waste Authority of Central Ohio
Contract for General Electrical Services
Location: 4239 London-Groveport Road Grove City, OH 43123
Type of Service: Electrical Maintenance
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 7-20-18 to 7-31-18
Contact: Jerry Compston
Phone: 614-871-5100

Project: City of Gahanna Street Light Maintenance
Location: Gahanna, OH
Type of Service: Electrical maintenance of street lights and traffic signals.
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 1-1-18 to 12-31-18
Contact: Grant Crawford
Phone: 614-342-4053

Project: State of Ohio State Term Contract for Electrical Services
Location: Statewide Ohio
Type of Service: Electrical Maintenance
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 11-1-18 to 1-31-19
Contact: Peggy Canada
Phone: 614-644-1786

Project: City of Bexley Street Light and Traffic Signal Maintenance
Location: Bexley, OH
Type of Service: Electrical maintenance of street lights and traffic signals.
Total Contract: Unknown-contract set for the by established rates.
Start/Stop: 1-1-18 to 12-31-18
Contact: Andy Bashore
Phone: 614-235-8694

Note: If there are more than five (5) of these contracts, only provide information on the most recent five (5) contracts, including current contracts.

(h) State the average annual amount of contracts your organization has performed during the last five (5) years. *

\$28,000,000.00

(i) If any of the following members of your organization's management, president, chairman of the board, or any director, operates or has operated another company during the last five (5) years, identify the member of management and the name of the company. If none, state "none." *

NONE

(j) If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none." *

NONE

(k) If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If not applicable, state "not applicable." *

NOT APPLICABLE

(I) List the education, training and experience for each person who will fill a management role on the Contract, including without limitation the Contract Executive, Contract Manager and Contract Superintendent. For each person listed, include with the other information the last three contracts on which the person worked and the name and telephone number of the owner. *

ROGER HOUSEHOLDER
JOURNEYMAN, ELECTRICIAN, JOB FOREMAN, SUPERINTENDENT

WORK EXPERIENCE

Jess Howard Electric
1990 – Present Project Manager
Two years' experience in service department work as Journeyman.
Twenty-eight years' experience in Commercial, Industrial and Electrical.
Installation as Job Foreman / Superintendent.
One-year line man work.

EDUCATION

- Apprenticeship School, Completed as Journeyman
- Eastland Vocational, Adult Training for Control Wiring
- State Fire Alarm Training, completed, licensed
- Competent Training classes - Supervision, Safety
- CPR Certified
- First Aid Certified
- Personal Training Record

RELATED EXPERIENCE

- City of Genoa – Power Distribution Line Work
- Wright Patterson Logistics Command Center switchgear and power distribution replacement
- City of Wilmington Waste Water Treatment Plant
- Nestles Control Systems Renovations
- Housing Urban Development (HUD) Complex rewiring in Zanesville and Columbus
- Martin Marietta Uranium Enrichment Plant
- Morse Road Water Treatment Plant
- Franklin County Corrections Center II
- London Corrections Facility
- Construction of Deer Creek State Lodge and Cabins
- Alum Creek Waste Water Treatment Facility control wiring
- Newark Air Force Base fire alarm renovation
- State Mental Health Facility renovation and demolition
- Newark Air Force Base substation and power distribution

REFERENCES:

(a) List all trade references. *

NAPA – Columbus
Phone: 877-558-9287
5959 Collections Center Drive
Chicago, IL 60693

Advanced Auto Parts
Phone: 614-864-2315
PO Box 742063
Atlanta, GA 30374

Consolidated Electrical Distribution
Phone: 614-445-8871
2101 S. High Street Fax: 614-445-7165
Columbus, OH 43207

Graybar Electric
Phone: 614-486-4391
1200 Kinnear Road Fax: 614-486-0117
Columbus, OH 43212

Loeb Electric
Phone: 614-294-6351
915 Williams Avenue
Columbus, OH 43212

(b) List all bank references. *

Chase Bank
Phone: 614-248-4489
Eric Imertejis
100 E. Broad Street
Columbus, OH 43215

(c) List the name of your surety bonding company along with the name and address of your surety agent. *

Overmyer Hall Associates
1600 W Lane Ave
Suite 200
Columbus OH 43221
Amy Perdue
614-453-4406

FINANCING:

(a) Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses), net fixed assets, other assets, current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes) and other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). **(To upload - Refer to Financial Statements Upload area after the Contractor's Qualification Statement of this solicitation).**

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

REA & Associates, 9775 Perimeter Dr Suite 200, Dublin OH 43017; 3/7/2018

(c) State if the attached financial statement for the identical organization is named on page one. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary). *

Federal Insurance Company

(d) State if the organization whose financial statement is attached will act as guarantor of the Contract. *

Yes

CERTIFICATION:

The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

Company Name: *

Jess Howard Electric Co.

Signature: *

Jonathan F. Howard

Date: *

10/26/2018

Printed Name and Title: *

Jonathan F. Howard, President

CONTRACTOR'S QUALIFICATION STATEMENT (FINANCIAL STATEMENT UPLOAD)

Name	Omission Terms	Submitted File
Financial Statement Upload Financial Statement Upload		Financial.pdf
1 Required Document		



Rea & associates *a brighter way*

March 7, 2018

To the Board of Directors
Jess Howard Electric Company
Blacklick, Ohio 43004

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Jess Howard Electric Company, which comprise the balance sheets as of December 31, 2017 and 2016, the related statements of operations and comprehensive income, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Jess Howard Electric Company as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Rea & Associates, Inc.

Rea & Associates, Inc.
Dublin, Ohio

CPAs and business consultants
An independent firm associated with Moore Stephens

5775 Patterson Drive, Suite 200 | Dublin, OH 43017-3224 | T: 614.890.4726 | F: 614.880.0150
www.reaandassociates.com

JESS HOWARD ELECTRIC COMPANY

BALANCE SHEETS
AS OF DECEMBER 31, 2017 AND 2016

ASSETS

	2017	2016
CURRENT ASSETS:		
Cash and cash equivalents	\$ 2,123,808	\$ 3,458,118
Investments in marketable securities	7,532,432	6,943,676
Accounts receivable, net	4,855,979	5,607,101
Supply inventories	1,173,223	1,116,234
Costs and estimated earnings in excess of billings on uncompleted contracts	653,288	525,971
Prepaid expenses	58,096	-
Prepaid income taxes	126,936	-
Total current assets	<u>16,523,762</u>	<u>17,651,100</u>
PROPERTY AND EQUIPMENT, net	3,773,745	2,495,386
OTHER ASSETS:		
Notes receivable - officers	89,013	178,025
Cash value of life insurance	309,618	295,750
Deposits	700	700
Total other assets	<u>399,331</u>	<u>474,475</u>
Total assets	<u>\$ 20,696,838</u>	<u>\$ 20,620,961</u>

	2017	2016
CURRENT LIABILITIES:		
Accounts payable	\$ 1,434,599	\$ 1,542,414
Current portion of long-term debt	161,843	91,344
Billings in excess of costs and estimated earnings on uncompleted contracts	1,063,986	1,488,354
Accrued payroll and related expenses	650,343	749,711
Accrued taxes	12,500	264,267
Total current liabilities	<u>3,323,271</u>	<u>4,136,090</u>
LONG-TERM LIABILITIES:		
Deferred income tax	534,700	628,400
Long-term portion of debt	1,435,004	1,529,597
Total long-term liabilities	<u>1,969,704</u>	<u>2,157,997</u>
Total liabilities	5,292,975	6,294,087
SHAREHOLDERS' EQUITY:		
Common stock- stated value \$.25 per share; 60,000 shares authorized, 37,082.265 issued and 30,078.258 outstanding	9,270	9,270
Treasury stock, 7,004.007 shares, at cost	(1,912,094)	(1,912,094)
Retained earnings	16,906,950	15,995,130
Accumulated comprehensive income	399,737	234,568
Total shareholders' equity	<u>15,403,863</u>	<u>14,326,874</u>
Total liabilities and shareholders' equity	<u>\$ 20,696,838</u>	<u>\$ 20,620,961</u>

The accompanying notes are an integral part of these financial statements.

JESS HOWARD ELECTRIC COMPANY

STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
CONTRACT REVENUES	\$ 26,027,812	\$ 30,345,533
COST OF CONTRACT REVENUES	<u>23,426,637</u>	<u>27,032,741</u>
Gross profit	2,601,175	3,312,792
GENERAL AND ADMINISTRATIVE EXPENSES	<u>1,906,451</u>	<u>2,217,026</u>
Income from operations	694,724	1,095,766
OTHER INCOME (EXPENSE):		
Interest and dividend income	195,102	182,894
Interest expense	(55,277)	(53,593)
Gain on sale of investments	28,118	1,823
Gain on sale of fixed assets	2,447	-
Miscellaneous income	41,101	71,747
Total other income	<u>211,491</u>	<u>202,871</u>
Total income before income taxes	906,215	1,298,637
INCOME TAX (BENEFIT) EXPENSE	<u>(5,605)</u>	<u>412,509</u>
Net income	911,820	886,128
OTHER COMPREHENSIVE INCOME:		
Unrealized holding gain	165,169	119,573
Total comprehensive income	<u>\$ 1,076,989</u>	<u>\$ 1,005,701</u>

The accompanying notes are an integral part of these financial statements.

SUBCONTRACTORS LIST

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

NONE

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

CORPORATE AFFIDAVIT

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

State of _____,

County of _____, ss:

_____ being first duly sworn, deposes and says that he or she is Secretary of _____ a corporation organized and existing under and by virtue of the laws of the state of _____ and having its principal office at _____ (Address), _____ (City), _____ (County), _____ (State).

Affiant further says he or she is familiar with the records, minutes, books and by-laws of the _____ (Name of Corporation).
Affiant further says that _____ (Name of Officer), _____ (Title) of the Corporation is duly authorized to sign the Contract for the _____ (Contract) for said Corporation by virtue of _____ (state whether a provision of by-laws or a resolution of the Board of Directors), _____ (if by resolution, give date of adoption).

Signature

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

Notary Public

My Commission Expires: _____

Seal:

CORPORATE AFFIDAVIT

Optional: Vendor is not required to complete.

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

State of: *

Ohio

County of (ss): *

Franklin

being first duly sworn, *

F. A. Bolton

deposes and says that he or she is Secretary of

Jess Howard Electric Co.

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

Ohio

and having its principal office at

(Address), *

6630 Taylor Road

(City), *

Blacklick

(County), *

Franklin

(State). *

Ohio

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

(Name of Corporation). *

Jess Howard Electric Co.

Affiant further says that

_____ (Name of Officer), *

Jonathan F. Howard

_____ (Title) *

President

_____ of the Corporation is duly authorized to sign the Contract for the

_____ (Contract) *

City of Gahanna Street Light Maintenance

_____ for said Corporation by virtue of _____ (state whether a provision of by-laws or a resolution of the Board of Directors), *

Resolution of the Board of Directors

_____ (if by resolution, give date of adoption).

1/9/2004

Signature: *

F. A. Bolton

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

State of _____,

County of _____, ss:

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

1. I am the _____ (Title) of _____ (Contractor).
2. The Contractor's offices are located at _____

3. I am the Contractor's duly authorized representative for making this affidavit.
4. Effective this _____ day of _____, 20____, the Contractor:

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

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

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

Affiant Signature

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

Notary Public

My Commission Expires: _____

Seal:

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

State of: *

Ohio

County of (ss): *

Franklin

_____, **Affiant, ***

Jonathan F. Howard

being first duly sworn, deposes and says:

1. I am the (Title): *

President

of (Contractor): *

Jess Howard Electric Co.

2. The Contractor's offices are located at: *

6630 Taylor Road, Blacklick OH 43004

3. I am the Contractor's duly authorized representative for making this affidavit.

4. Effective this _____ day: *

26

of _____: *

October

20_____: *

18

the Contractor:

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

County:

Amount (include total amount, with penalties and interest thereon):

County:

Amount (include total amount, with penalties and interest thereon):

County:

Amount (include total amount, with penalties and interest thereon):

County:

Amount (include total amount, with penalties and interest thereon):

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

Signature: *

Jonathan F. Howard

NONCOLLUSION AFFIDAVIT

State of _____,

County of _____, ss:

_____, Contractor, being first duly sworn, deposes and says that he or she is _____ (sole owner, a partner, president, secretary, etc.) of _____ (company name), the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner awarding the Contract to anyone interested in the proposed Contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in its general business.

Signature

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

Notary Public

My Commission Expires: _____

Seal:

NONCOLLUSION AFFIDAVIT

State of: *

Ohio

County of (ss): *

Franklin

Contractor, *

Jonathan F. Howard

being first duly sworn, deposes and says that he or she is

_____ *

president

of

_____ *

(company name), *

Jess Howard Electric Co.

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner awarding the Contract to anyone interested in the proposed Contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in its general business.

Signature: *

Jonathan F. Howard

ESCROW WAIVER

_____ (Contractor), agrees to abide by City of Gahanna Ordinance No. 0077-2017. Pursuant to such ordinance and the City's home rule authority, Contractor waives the requirements of Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code that an escrow account be established relating to the Contract and that interest be paid on retainage.

Signature

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

Notary Public

My Commission Expires: _____

Seal:

ESCROW WAIVER

Contractor, *

Jess Howard Electric Co.

agrees to abide by City of Gahanna Ordinance No. 0077-2017. Pursuant to such ordinance and the City's home rule authority, Contractor waives the requirements of Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code that an escrow account be established relating to the Contract and that interest be paid on retainage.

Signature: *

Jonathan F. Howard

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

Know all persons by these presents, that we, the undersigned _____ (Contractor) as principal and _____ (Surety Company) as surety are hereby held and firmly bound unto the City of Gahanna, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____, 20____, to undertake the _____ (Contract).

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____).

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____.

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

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

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

just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20_____.

Principal

Signature

Printed Name and Title

Surety

Signature

Printed Name and Title

Surety's Address

Surety's Telephone Number

Surety's Fax Number

Surety's Agent

Surety Agent's Address

Surety Agent's Telephone Number

Surety Agent's Fax Number

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

Know all persons by these presents, that we, the undersigned _____ (Contractor) *

Jess Howard Electric Co.

as principal and _____ (Surety Company) *

Federal Insurance Company

as surety are hereby held and firmly bound unto the City of Gahanna, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on

_____ (Month & Day), * 20____ (Year), *
October 26 18

to undertake the _____ (Contract). *

Street light maintenance

The penal sum referred to herein shall be the dollar amount of the principal's bid to _____ \$:
the obligee, incorporating any additive or deductive alternates made by the principal
on the date referred to above to the obligee, which are accepted by the obligee. In no
case shall the penal sum exceed the amount of _____ dollars (in words).

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates.
Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add alternates, in
dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly
and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day: * of _____: * 20____: *
26th October 18

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

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day: * of _____: * 20 _____: *

26th October 18

Principal *
Jess Howard Electric Co.

Signature *
Jonathan F. Howard

Printed Name and Title *
Jonathan F. Howard, President

BID GUARANTY AND CONTRACT BOND (ATTACHMENT LIST)

Surety Signature Page
Contact information and signatures of surety company and surety agent

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

Know all persons by these presents, that we, the undersigned Jess Howard Electric Co. (Contractor) as principal and Federal Insurance Company (Surety Company) as surety are hereby held and firmly bound unto the City of Gahanna, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on October 26, 2018, to undertake the Streetlight Maintenance (Contract). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____).

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 26th day of October, 2018.

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

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

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

just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 26th day of October, 2018

Jess Howard Electric Co
Principal

Signature

Jonathan F. Howard, President
Printed Name and Title

Federal Insurance Company

Surety

Signature

Amy M. Perdue, Attorney-In-Fact
Printed Name and Title

202B Halls Mill Road, Whitehouse Station, NJ 08889-1600

Surety's Address

513-651-6009

Surety's Telephone Number

513-721-0095

Surety's Fax Number

Overmyer Hall Associates

Surety's Agent

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Surety Agent's Address

614-453-4400

Surety Agent's Telephone Number

614-326-0132

Surety Agent's Fax Number

PLEASE ATTACH THE FOLLOWING TO THIS SHEET:

1. Power of Attorney
2. Certificate of Compliance for Ohio
3. Surety Financial Statement

BID GUARANTY AND CONTRACT BOND (SURETY UPLOADS)

Name	Omission Terms	Submitted File
Surety Signature Page (refer to attachment listed above) Contact information and signatures of surety company and surety agent		Surety.pdf
Power of Attorney Power of attorney		Power of Attorney.pdf
Surety Financial Statement Surety financial statement		Financial Statement.pdf
Certificate of Compliance for Ohio Certificate of compliance for Ohio		Cert of Comp.pdf
4 Required Documents		

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jack Kehl, Gregory R. Overmyer, Amy M. Perdue and Stephanie M. White of Columbus, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 27th day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316386
Commission Expires July 16, 2018

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 26th day of October, 2018



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3258
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kaslich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 03/12/2018

Effective 04/02/2018

Expires 04/01/2019

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FEDERAL INSURANCE COMPANY

of Indiana 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)

Accident & Health	Ocean Marine
Aircraft	Other Liability
Allied Lines	Private Passenger Auto - Liability
Boiler & Machinery	Private Passenger Auto - No Fault
Burglary & Theft	Private Passenger Auto - Physical Damage
Commercial Auto - Liability	Surety
Commercial Auto - No Fault	Workers Compensation
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Fire	
Glass	
Group Accident & Health	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Homeowners	

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2017 that it has admitted assets in the amount of \$21,770,040,155, liabilities in the amount of \$14,473,362,298, and surplus of at least \$7,296,677,857.

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

Jillian Froment, Director



FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2017

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ (78,340)	Outstanding Losses and Loss Expenses.....	\$ 10,545,326
United States Government, State and Municipal Bonds	7,063,387	Unearned Premiums.....	2,087,124
Other Bonds.....	5,366,068	Ceded Reinsurance Premiums Payable.....	739,431
Stocks	134,041	Provision for Reinsurance	57,140
Other Invested Assets.....	<u>1,006,599</u>	Other Liabilities.....	<u>1,044,341</u>
TOTAL INVESTMENTS	<u>13,491,755</u>	TOTAL LIABILITIES	<u>14,473,362</u>
Investments in Affiliates:		Capital Stock.....	20,980
Chubb Investment Holdings, Inc.	3,890,677	Paid-In Surplus.....	3,209,193
Great Northern Insurance Company	557,388	Unassigned Funds	<u>4,066,505</u>
Vigilant Insurance Company.....	327,316		
Chubb Indemnity Insurance Company.....	171,786	SURPLUS TO POLICYHOLDERS	<u>7,298,678</u>
Chubb National Insurance Company	171,493		
Chubb European Investment Holdings, SLP .	119,836		
Other Affiliates	76,806		
Premiums Receivable	1,594,780		
Other Assets	<u>1,368,203</u>		
TOTAL ADMITTED ASSETS	<u>\$ 21,770,040</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 21,770,040</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2017, investments with a carrying value of \$558,430,596 were deposited with government authorities as required by law.

State, County & City of New York, -- ss:

Dawn M. Chloros, Assistant Secretary of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2017 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2017.
Subscribed and sworn to before me
this March 1, 2018.

Jeanette Shipsey
Notary Public

Jeanette Shipsey
JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros
Assistant Secretary

BIDDER CERTIFICATION

Having carefully reviewed the Information and Requirements for Bidders, Supplemental Specifications and other Contract Documents for the Contract including having also received, read and taken into account any Addenda and likewise having inspected the site and the conditions affecting and governing the Contract, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications for all work necessary to complete the Contract in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Information and Requirements for Bidders, Supplemental Specifications, Prevailing Wage Rates (if applicable), Bid Guaranty and Contract Bond, this Bid Certification, Bid Form and all other Contract Documents. The unit prices shown in the Bid Form, together with quantities shown shall determine the total amount of the bid. If there is an error made, unit prices shown shall govern. The City reserves the right to waive any irregularities of the bidding process, and to make any mathematical corrections as required. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

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

The bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

(a) The bidder acknowledges that this is a public Contract involving public funds and that the Owner expects and requires that each successful bidder adhere to the highest ethical and performance standards. The bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner, (b) it will use its best efforts to cooperate with the Owner and at all times will act with professionalism and dignity in its dealings with the Owner, (c) it will assign only competent supervisors and workers to the Contract, each of whom is fully qualified to perform the tasks that are assigned to him or her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

(b) The bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the divisions of the Specifications that are not directly applicable to the work on which the bidder is submitting its bid. By submitting its bid, the bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least five (5) business days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the bidder (a) will provide the labor, equipment or materials of the better quality or greater quantity of work and/or (b) will comply with the

more stringent requirements. The bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.

(c) The bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Contract and the surrounding area, including all parts of the site applicable to the work for which it is submitting its bid, including location, condition and layout of the site, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the bidder shall not be entitled to any change order, additional compensation or additional time on account of such conditions that could not have been discovered by such an investigation.

(d) The bidder represents that the bid contains the name of every person interested therein and is based upon the standards specified by the Contract Documents.

(e) The bidder and each person signing on behalf of the bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the base bid, any unit prices, lump sum items and any alternate bids in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such base bid, any unit prices, lump sum items or alternate bids with any other bidder; (b) unless otherwise required by law, the base bid, any unit prices, lump sum items or alternate bids in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder who would have any interest in the base bid, any unit prices, lump sum items or alternate bids; (c) no attempt has been made or will be made by the bidder to induce any other person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Certification are true and correct.

(f) The bidder will execute the form of Owner-Contractor Agreement in the form included with the Contract Documents, if the Contract is awarded on the basis of this bid, and if the bidder does not execute the Contract form for any reason, other than as authorized by law, the bidder and the bidder's Surety are liable to the Owner.

(g) The bidder certifies that upon the award of the Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Contract site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

(h) The bidder agrees to furnish any information requested by the Owner or the Owner's authorized representative to evaluate that the bidder is the best bidder and that the bid is responsive to the specifications.

(i) The bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

(j) The bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

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

Legal Name of Bidder

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

Name and Title of Person Legally Authorized to Bind Bidder to a Contract

Address

Telephone Number

Fax Number

Federal Tax ID Number

Signature

Date

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name and Address

Name and Address

Name and Address

Name and Address

BIDDER CERTIFICATION

Having carefully reviewed the Information and Requirements for Bidders, Supplemental Specifications and other Contract Documents for the Contract including having also received, read and taken into account any Addenda and likewise having inspected the site and the conditions affecting and governing the Contract, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications for all work necessary to complete the Contract in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Information and Requirements for Bidders, Supplemental Specifications, Prevailing Wage Rates (if applicable), Bid Guaranty and Contract Bond, this Bid Certification, Bid Form and all other Contract Documents. The unit prices shown in the Bid Form, together with quantities shown shall determine the total amount of the bid. If there is an error made, unit prices shown shall govern. The City reserves the right to waive any irregularities of the bidding process, and to make any mathematical corrections as required. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

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

The bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

(a) The bidder acknowledges that this is a public Contract involving public funds and that the Owner expects and requires that each successful bidder adhere to the highest ethical and performance standards. The bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner, (b) it will use its best efforts to cooperate with the Owner and at all times will act with professionalism and dignity in its dealings with the Owner, (c) it will assign only competent supervisors and workers to the Contract, each of whom is fully qualified to perform the tasks that are assigned to him or her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

(b) The bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the divisions of the Specifications that are not directly applicable to the work on which the bidder is submitting its bid. By submitting its bid, the bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least five (5) business days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the bidder (a) will provide the labor, equipment or materials of the better quality or greater quantity of work and/or (b) will comply with the more stringent requirements. The bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.

(c) The bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Contract and the surrounding area, including all parts of the site applicable to the work for which it is submitting its bid, including location, condition and layout of the site, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the bidder shall not be entitled to any change order, additional compensation or additional time on account of such conditions that could not have been discovered by such an investigation.

(d) The bidder represents that the bid contains the name of every person interested therein and is based upon the standards specified by the Contract Documents.

Legal Name of Bidder: *

Jess Howard Electric Co.

Bidder is: *

corporation

Name and Title of Person Legally Authorized to Bind Bidder to a Contract: *

Jonathan F. Howard, President

Address: *

6630 Taylor Rd, Blacklick OH 43004

Telephone Number: *

(614) 861-1300

Fax Number:

(614) 861-1830

Federal Tax ID Number: *

31-4405752

Signature: *

Jonathan F. Howard

Date: *

10/26/2018

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name and Address:

BID FORM

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

For items the City designates as alternate, enter a negative value if it is to be deducted from the Base Bid. Otherwise the item(s) will be included as an addition to the base bid. If opting out of bidding an alternate item, insert the words "No Bid" in the blank.

REF #	ITEM #	DESCRIPTION	UNIT	BID PRICE
1	1	Electrician	hourly rate	\$
2	2	Laborer	hourly rate	\$
3	3	Technician, Bench	hourly rate	\$
4	4	Backhoe	hourly rate	\$
5	5	Bucket Truck*	hourly rate	\$
6	6	Cable Tracer	hourly rate	\$
7	7	Digger Truck	hourly rate	\$
8	8	Platform Truck	hourly rate	\$
9	9	Service Pickup, Truck or Van	hourly rate	\$
10	10	Trencher	hourly rate	\$
11	11	Parts and Materials (at cost plus percentage to the City)*	percent	%

* see Supplemental Specifications for further detail

BID FORM (INSTRUCTIONS)

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

For items the City designates as alternate, enter a negative value if it is to be deducted from the Base Bid. Otherwise the item(s) will be included as an addition to the base bid. If opting out of bidding an alternate item, check mark the box in the optional column located to the left of the item to insert the words "No Bid".

BID FORM (SERVICES)

\$347.00

REF #	ITEM #	DESCRIPTION	BID PRICE	Extension
1.0	1.0	Electrician	\$61.00	\$61.00
2.0	2.0	Laborer	\$54.00	\$54.00
3.0	3.0	Technician, Bench	\$54.00	\$54.00
4.0	4.0	Backhoe	\$31.00	\$31.00
5.0	5.0	Bucket Truck (see Supplemental Specifications for further detail)	\$26.00	\$26.00
6.0	6.0	Cable Tracer	\$16.00	\$16.00
7.0	7.0	Digger Truck	\$42.00	\$42.00
8.0	8.0	Platform Truck	\$26.00	\$26.00
9.0	9.0	Service Pickup, Truck or Van	\$21.00	\$21.00
10.0	10.0	Trencher	\$16.00	\$16.00
				Total: \$347.00

BID FORM (PARTS AND MATERIALS)

Parts and Materials (at cost plus percentage to the City). See Supplemental Specifications for further detail.

Percent % *

15%

NOTICE OF AWARD

Company Name Date

Contract

The Owner has considered the bid submitted by you for the above-described work in response to the Legal Notice dated _____, 20____ and _____, 20_____.

You are hereby notified that your bid has been accepted for items in the amount of _____ dollars (\$_____).

You are required by the Information and Requirements for Bidders to execute the Contract and furnish the required documents within ten (10) calendar days from the date of this notice to you. If you fail to execute said Contract within ten (10) days from the date of this notice, Owner may, at its discretion, exercise its rights with respect to your bid guaranty and be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Robert Priestas, Director of Public Service and Engineering

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Company Name

Signature Date

Printed Name and Title

NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

Date: _____

RE: Notice of Award of Contract

Sent by Regular U.S. Mail

Surety's Name: _____

Surety's Address: _____

City, State Zip: _____

Surety Agent's Name (including name of agent who signed bond): _____

Surety Agent's Address: _____

City, State Zip: _____

To Whom It May Concern,

You are notified that your principal, _____,
has been awarded a contract for _____
in the amount of _____ dollars
(\$_____), by the City of Gahanna.

Thank You,

Robert Priestas, Director of Public Service and Engineering

OWNER-CONTRACTOR AGREEMENT

This document is an agreement between the City of Gahanna, Ohio ("Owner") and _____ ("Contractor")
_____ ("Contractor")
for the work described in the Contract Documents related to the _____ ("Contract")
_____ ("Contract")
and is effective the date the Agreement was signed by the Owner. The Owner and the Contractor agree
as set forth in the following sections:

CONTRACT DOCUMENTS. The Contract Documents consist of the following documents: Notice to Bidders, Information and Requirements for Bidders, Supplemental Specifications, Prevailing Wage Rates (if applicable), Contractor's Qualification Statement, Subcontractors List, Corporate Affidavit, Contractor's Personal Property Tax Affidavit, Noncollusion Affidavit, Escrow Waiver, Bid Certification, Bid Guaranty and Contract Bond (including Power of Attorney, Surety Financial Statement and Certificate of Compliance for Ohio), Bid Form, Clarifications (if issued), Addenda (if issued), Notice of Award, Notice of Award to Surety and Surety's Agent, Owner-Contractor Agreement, Certificate of Insurance and State of Ohio Bureau of Worker's Compensation Insurance Certificate.

CONTRACT SUM (ALSO CALLED CONTRACT PRICE). The lump sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the work and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents for the Contract. The Contract Sum includes all federal, state, county, municipal and other taxes imposed by law, including but not limited to any sales, use, commercial activity and personal property taxes payable by or levied against the Contractor on account of the work or the materials incorporated into the work. The Contractor will pay any such taxes. The Contract Sum includes the base bid and alternates, if any, identified in the Contract Documents.

The Owner reserves the right to cancel the Agreement if either the funds for the Contract are not appropriated by the Council of the City of Gahanna or the Contractor fails to meet the obligations or specifications under the Contract.

MODIFICATION. Unless otherwise specifically set forth in this Agreement, no modification or waiver of any of the terms of this Agreement, or of any other Contract Documents, will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms by the Owner. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable or in violation of any laws, statutes, ordinances or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations or understandings.

COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

In witness whereof, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

OWNER

City of Gahanna, Ohio
200 S Hamilton Rd, Gahanna, OH 43230

Thomas R Kneeland, Mayor _____
Date

CONTRACTOR

Company Name and Address

Signature _____
Date

Printed Name and Title

It is hereby certified that funds required to meet the cost of the Contract have been or will be, prior to the ordering of any materials or services, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

Joann Bury, Director of Finance _____
Date

Approved as to form of Contract and Contract Bond.

Shane Ewald, City Attorney _____
Date