

BID FORM

1.01 BID SUBMITTED BY:

BUILDERSCAPE, INC.
(Contractor)

Date bid submitted: MAY 18, 2018

1.02 DELIVER TO:

DIRECTOR OF PARKS and RECREATION

200 S. HAMILTON ROAD

LANHANNA, OHIO 43230

Attention: JEFFREY BARR

1.03 Having carefully reviewed the Information and Requirements for Bidders, Drawings, Specifications and other Contract Documents for the Project entitled _____ including having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
<u>1</u>	<u>5/1</u>
<u>2</u>	<u>5/8</u>
<u>3</u>	<u>5/15</u>
_____	_____

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Information and Requirements for Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (EJCDC C-700, 2013) (as modified), Drawings, Project Specifications, and all other

Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

1.05 BONDS AND CONTRACT: If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Information and Requirements for Bidders.

1.06 COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to substantially complete its Work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

NOTE C: If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.

[Balance of Page Intentionally Left Blank]

2.01 BID:

Include the cost of all labor and material for the contracts listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deletion, the amount shall be a deduction). If there is difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid package, 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 package.

Bid Tab

Name of Project: Ward 1 Park ST-1060

Contractor: Builderscape, Inc.

Address: 7500 Industrial Parkway

Plain City, OH 43064

Bid Opening: Friday, May 11, 2018

Phone Number: 614-889-2533

Ward 1 Park ST-1060

Bid Item	Spec Item	Description	Unit	Qty	Labor	Material	Unit Price	Bid Price
SITE DEMOLITION								
1		Remove Existing Asphalt Drive	SY	1,000	\$ 8.25		\$ 8.25	\$ 8,250.00
2		Remove Existing Concrete Curb	LF	150	\$ 5.50		\$ 5.50	\$ 825.00
3		Remove Existing Concrete Walk	SY	20	\$ 24.75		\$ 24.75	\$ 495.00
4		General Site Clearing/Removal	Allow	1	\$15,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
SITE EARTHWORK								
5		Cut and Fill	CY	1,000	\$ 6.60		\$ 6.60	\$ 6,600.00
6		Rough Grading	SY	8,000	\$ 1.05		\$ 1.05	\$ 8,400.00
7		Fine Grading	SY	8,000	\$ 1.27		\$ 1.27	\$ 10,160.00
SITE CIVIL / DRAINAGE								
8		4" Underdrains	LF	550	\$ 4.40	\$ 3.30	\$ 7.70	\$ 4,235.00
9		6" Underdrains	LF	300	\$ 4.40	\$ 3.85	\$ 8.25	\$ 2,475.00
10		6" Underdrain Clean Out	Each	3	\$ 550.00		\$ 550.00	\$ 1,650.00
11		12" Storm Sewer	LF	52	\$ 14.49	\$ 22.05	\$ 36.54	\$ 1,900.08
12		15" Storm Sewer	LF	500	\$ 18.00	\$ 22.05	\$ 40.05	\$ 20,025.00
13		Catch Basin (ODOT No. 2-2B)	Each	3	\$ 330.00	\$ 935.00	\$ 1,265.00	\$ 3,795.00
14		Catch Basin (ODOT No. 6)	Each	1	\$ 330.00	\$ 1,045.00	\$ 1,375.00	\$ 1,375.00
15		Outlet Control Orifice Plate	Each	1	\$ 110.00	\$ 247.50	\$ 357.50	\$ 357.50
16		Bioretention Area East (Excluding Planting)	Allow	1	\$ 5,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00
17		Bioretention Area Parking Lot (Excluding Planting)	Allow	1	\$15,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
STORMWATER POLLUTION PREVENTION PLAN								
18		Silt Fence	LF	2,150	\$ 1.00	\$ 1.00	\$ 2.00	\$ 4,300.00
19		Inlet Protection	Each	9	\$ 33.00	\$ 66.00	\$ 99.00	\$ 891.00
20		Construction Entrance	Allow	1	\$ 770.00	\$ 990.00	\$ 1,760.00	\$ 1,760.00
21		Concrete Washout Area	Allow	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
SITE UTILITIES								
22		1-1/2" Water Service Line	LF	350	\$ 14.58	\$ 11.00	\$ 25.58	\$ 8,953.00
23		Water Meter	Each	1	\$ 2,750.00	\$ 1,650.00	\$ 4,400.00	\$ 4,400.00
24		Backflow Preventer	Each	1	\$ 550.00	\$ 2,750.00	\$ 3,300.00	\$ 3,300.00

Bid Tab

Name of Project: Ward 1 Park ST-1060

Contractor: Builderscape, Inc.

Address: 7500 Industrial Parkway

Plain City, OH 43064

Bid Opening: Friday, May 11, 2018

Phone Number: 614-889-2533

25	Water Meter/Backflow Preventer Enclosure	Allow	1	\$ 880.00	\$ 7,150.00	\$ 8,030.00	\$ 8,030.00
26	Electric Service Line	LF	350	\$ 10.00	\$ 15.00	\$ 25.00	\$ 8,750.00
27	Site Lighting Poles (Including Foundations)	Each	8	\$ 3,000.00	\$ 6,000.00	\$ 9,000.00	\$ 72,000.00
28	Electric Pull Box	Each	1	\$ 300.00	\$ 300.00	\$ 600.00	\$ 600.00
29	Electric Conduit (3", including trenching)	LF	300	\$ 10.00	\$ 10.00	\$ 20.00	\$ 6,000.00
30	Electric Conduit (4", including trenching)	LF	150	\$ 10.00	\$ 10.00	\$ 20.00	\$ 3,000.00
31	Proposed Utility Frame/Meter Stand	Allow	1	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
32	6" Sanitary Sewer Service	LF	330	\$ 45.00	\$ 31.00	\$ 76.00	\$ 25,080.00
33	Sanitary Service Cleanout	Each	1	\$ 110.00	\$ 275.00	\$ 385.00	\$ 385.00
	SITE HARDSCAPE						
34	Concrete Curb - Straight (C.O.C. STD. DWG. 2000)	LF	900	\$ 14.85	\$ 7.48	\$ 22.33	\$ 20,097.00
35	Concrete Curb - Mountable (C.O.C. STD. DWG. 2030)	LF	70	\$ 16.78	\$ 8.42	\$ 25.20	\$ 1,764.00
36	Asphalt Concrete Surface Course, Type 1, (448), PG 64-22	CY	75	\$ 48.25	\$ 152.28	\$ 200.53	\$ 15,039.75
37	Asphalt Concrete Intermediate Course, Type 1, (448)	CY	75	\$ 48.25	\$ 136.88	\$ 185.13	\$ 13,884.75
38	7" Thick Roller Compacted Concrete	SY	1,750	\$ 11.00	\$ 15.00	\$ 26.00	\$ 45,500.00
39	Subgrade Compaction	SY	1,750	\$ 0.75	\$ 0.75	\$ 1.50	\$ 2,625.00
40	Tack Coat	SY	1,750	\$ 0.50	\$ 0.44	\$ 0.94	\$ 1,645.00
41	Cement Stabilized Subgrade, 12 inches deep	SY	100	\$ 10.00	\$ 10.00	\$ 20.00	\$ 2,000.00
42	Pavement Marking (Parking Lot)	LF	900	\$ 0.40	\$ 0.28	\$ 0.68	\$ 612.00
43	Pavement Marking (Crosswalk)	LF	160	\$ 10.22	\$ 1.76	\$ 11.98	\$ 1,916.80
44	Concrete Walk (4" concrete, 4" compacted aggregate)	SF	6,600	\$ 4.57	\$ 2.86	\$ 7.43	\$ 49,038.00
45	Asphalt Walk (3" asphalt, 6" compacted aggregate)	SY	540	\$ 19.17	\$ 20.98	\$ 40.15	\$ 21,681.00
46	Curb Ramp (C.O.C. STD. DWG. 2319)	Each	4	\$ 440.00	\$ 220.00	\$ 660.00	\$ 2,640.00
	BUILDINGS / STRUCTURES						
47	Restroom Building Foundation	Allow	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
48	Rectangular Rapid Flashing Beacon	Each	2	\$ 3,000.00	\$ 7,500.00	\$ 10,500.00	\$ 21,000.00
49	Handicap Parking Sign	Each	2	\$ 300.00	\$ 276.50	\$ 576.50	\$ 1,153.00
50	Traffic Signs	Each	2	\$ 300.00	\$ 276.50	\$ 576.50	\$ 1,153.00
	SITE LANDSCAPING						
51	Deciduous Tree - Green Mountain Sugar Maple (3" Cal.)	Each	5	\$ 160.00	\$ 278.00	\$ 438.00	\$ 2,190.00
52	Deciduous Tree - Thornless Honeylocust (3" Cal.)	Each	6	\$ 160.00	\$ 259.00	\$ 419.00	\$ 2,514.00
53	Deciduous Tree - Black Gum (3.5" Cal.)	Each	4	\$ 200.00	\$ 405.00	\$ 605.00	\$ 2,420.00

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- 1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
- 2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the

better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional.

3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.
4. The Bidder represents, understands and agrees that a) the Change Proposal and Claim procedures in the Modified Standard General Conditions are material terms of the Contract Documents, b) if it has a Change Proposal or Claim, it will have its personnel provide complete and accurate information to complete and submit the Change Proposal and / or Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Change Proposal or Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Change Proposal or Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices, Lump Sum Items, or Alternate

bids with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices, Lump Sum Items, or Alternate bids; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.

7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: BUILDERSCAPE, INC.

BIDDER IS (check one):

sole proprietor partnership corporation other legal entity

CORPORATE AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation)

State of Ohio
County of UNION ss:

Chris R. MATTHEWS, being duly sworn, deposes and says that he or she is Secretary of Builderscape, Inc, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at: 7500 INDUSTRIAL PIKWAY (Address), PLAIN CITY, OH 43064 (City), UNION (County), OHIO (State).

Affiant further says that he is familiar with the records, minute books and by-laws of BUILDERSCAPE, INC. (Name of Corporation).

Affiant further says that RONALD E. MATTHEWS (Name of Officer) CEO (Title) of the Corporation is duly authorized to sign the Contract for the WARD 1 PARK (Project) for said Corporation by virtue of PROVISION OF BY LAWS

(State whether a provision of by-laws or a resolution of the Board of Directors),
(If by resolution, give date of adoption.)

[Signature]
(Signature)

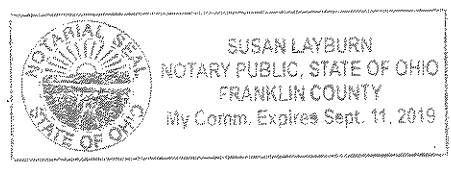
Sworn to before me and subscribed in my presence this 17 day of May, 2018.

Notary Public in and for Franklin (County)

My commission expires 9-11-19

Seal of Notary

[Signature]



ESCROW WAIVER

WARD 1 PARK ST-1060

In accordance with a certain Contract between the City of Gahanna Ohio, and contractor Builderscape, it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established as is required pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on retainage.

Signed:

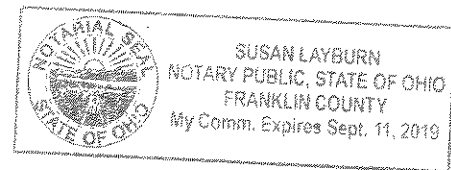
Ronald E. Matot CEO
Signature

Sworn to before me and subscribed in my presence this 17 day of May, 2018.

Susan Layburn
Notary Public

My Commission Expires: 9-11-19

Seal:



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

State of Ohio

County of Franklin, ss:

RONALD E. MATTHEWS, Affiant, being first duly sworn, deposes and says:

1. I am the CEO of BUILDERSCAPE, INC.
[title] [contractor]
2. The Contractor's offices are located at 7500 INDUSTRIAL PKWY
PLAIN CITY, OH 43064
3. I am the Contractor's duly authorized representative for making this affidavit.
4. Effective this 17 day of MAY, 2018, the

Contractor:

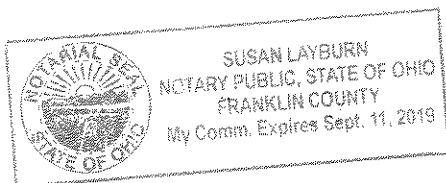
is charged with delinquent personal property taxes on the general list of personal property as set forth below:

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

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

Ronald E. Matthews
(Affiant)

Sworn to and subscribed this 17 day of May, 2018



Susan Layburn
(Notary Public)

My commission expires 9-11, 2019

NONCOLLUSION AFFIDAVIT

State of Ohio
County of Franklin ss:

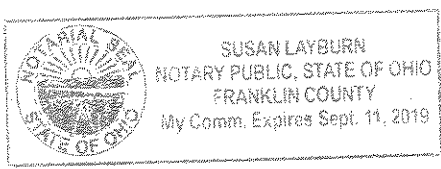
Bid Identification: WARD 1 PARK ST- 1060

CONTRACTOR Ronald E. Matthews, being first duly sworn, deposes and says that he is CEO (ole owner, a partner, president, secretary, etc.) of Builderscape, Inc 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 any one 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.

Signed: Ronald E. Matthews CEO

Subscribed and sworn to before me this 17 day of May, 2018.

My commission expires 9-11-19 Seal of Notary



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.

SIGNATURE

Dated at this 17 day of May, 2018.
Name of Organization: Bilderscope, Inc.
By: RONALD E. MATTHEWS [PRINT NAME]
Signature: Ronald E. Matthews
Title: CEO

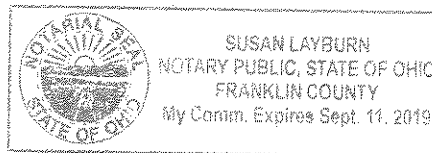
RONALD E. MATTHEWS, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 17 day of May 2018

Susan Layburn
Notary Public

My Commission Expires: 9-11-19

SEAL



NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Ronald E. Matt
Name
CEO
Title

DATE SIGNED: 5/17/18

SIGNATURE: Ronald E. Matt
ADDRESS: 7500 Industrial Pkwy
Plain City, Ohio 43064
TELEPHONE: 614-889-2533
FAX: 614-873-3633
FEDERAL TAX I.D. # 20-053-7419

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

Address

N/A.

Name

Address

Name

Address

Name

Address

Name

Address

END OF SECTION



CITY OF GAHANNA

ADDENDUM #1

WARD 1 PARK ST-1060


1. The bid date for this project has been revised from Friday May 4, 2018 at 11:00 a.m. to Friday May 11, 2018 at 11:00 a.m.
2. There will be a pre-bid meeting held at the City of Gahanna Committee Room on Monday May 7, 2018 at 8:30am.

Please attach with sealed proposal due on **May 11, 2018 @ 11:00 AM**

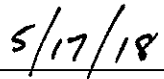
ADDENDUM #1 is hereby acknowledged:

 **CEO**

Signature and Title



Company Name



Date

Issued: 5/1/2018



CITY OF GAHANNA

ADDENDUM #2

WARD 1 PARK ST-1060

1. The bid date for this project has been revised from Friday May 11, 2018 at 11:00 a.m. to Friday May 18, 2018 at 11:00 a.m.

Please attach with sealed proposal due on **May 18, 2018 @ 11:00 AM**

ADDENDUM #2 is hereby acknowledged:

Ronald E. Smith **CEO**
Signature and Title

Builderscape, Inc.
Company Name

5/17/18
Date

Issued: 5/8/2018



CITY OF GAHANNA

ADDENDUM # 3

WARD 1 PARK ST-1060

Issued herewith are the following modifications:

1. **SHEET G-101:**
 - Add sheet C-404: PROPOSED GRADING PLAN (PLAYGROUND AREA) in Index of Drawings
 - Add Outlet Control Orifice Plate Standard Detail
2. **SHEET C-101:**
 - Existing tree to be removed.
3. **SHEET C-302:**
 - Revised sections based on additional bioretention cell. Bioretention Sections act as a “typical section”. Estimated quantities updated.
4. **SHEET C-401:**
 - Further clarification of bioretention cells related to top of castings for catch basins, invert elevations.
 - Storm sewer line from Catch Basin (ODOT #2-2B) point location E to Catch Basin (ODOT #2-2B) point location G has been changed from 12” to 15” diameter.
 - Additional bioretention cell (2,585 S.F.) has been added at the eastern property line.
 - One (1) additional Catch Basin (ODOT #2-2B) for new bioretention area.
 - Sixty (60’) feet of additional 6” underdrain
 - One (1) additional cleanout
5. **SHEET C-403:**
 - Further clarification of proposed grading of bioretention cell.
6. **SHEET C-404:**
 - Additional sheet showing proposed grading of new bioretention cell to the east.
7. **SHEET C-405:**
 - Sheet name changed
 - One (1) additional inlet protection

8. **SHEET C-406:**

- Sheet name changed

9. **SHEET L-103:**

- Location/materials of new bioretention cell shown.

10. **SHEET L-204:** Changes to landscaping include the following:

- Total number of Norway Spruce is **7**. Reduced from 10 in bid documents.
- Total number of Colorado Blue Spruce is **11**. Reduced from 12 in bid documents.
- Double Knock Out Rose has been changed to Goldflame Spirea. Quantity of 44 is unchanged.
- New plantings for additional Bioretention Cell:
 - ✦ Marsh Marigold – **295** additional
 - ✦ Purple Coneflower – **90** additional
 - ✦ Winterberry Holly – **7** additional
 - ✦ Peppermint – **72** additional
 - ✦ Sweet Basil – **90** additional
 - ✦ Switch Grass – **48** additional

11. **SHEET L-301:**

- Additional planting soil for new bioretention cell added – 190 C.Y.
- Additional mulch for new bioretention cell – 24 C.Y.

12. **SHEET E-101:**

- Added sheet to Bid Documents

13. **SHEET E-102:**

- Added sheet to Bid Documents

14. **ENGINEER'S ESTIMATE** has been revised to \$736,964.85

Please attach with sealed proposal due on **May 18, 2018 @ 11:00 AM**

ADDENDUM #3 is hereby acknowledged:

 **CEO**
Signature and Title


Company Name

5/17/18
Date

CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED TO: CITY OF GAHANNA
200 S. HAMILTON RD.
GAHANNA, Ohio 43230

SUBMITTED BY:

NAME: BUILDERSCAPE, INC. / RONALD E. MATTHEWS CEO

ADDRESS: 7500 INDUSTRIAL PKWY
PLAINCITY, OHIO

PRINCIPAL OFFICE: 43064

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT:

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

15+ YEARS

1.2 How many years has your organization been in business under its present business name?

15+ YEARS

1.2.1 Under what other or former names has your organization operated?

NONE

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 2003

1.3.2 State of incorporation: Ohio

1.3.3 President's name: CHRIS R. MATTHEWS

1.3.4 Vice President's name(s): CEO. RONALD E. MATTHEWS

1.3.5 Secretary's name: CHRIS R. MATTHEWS

1.3.6 Treasurer's name: JERUE B. MATTHEWS

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

N/A.

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

N/A.

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. CITY OF COLUMBUS - 606316

2.2 List jurisdictions in which your organization's partnership or trade name is filed. CITY OF COLUMBUS - HIC - L00425

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces. EXCAVATING, SITEWORK, HARDSCAPES, LANDSCAPING, SEEDING, SITE FURNISHINGS, IRRIGATION, DEMO, CONCRETE

3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.) None.

3.2.1 Has your organization ever failed to complete any work? No.

3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, had any Claims initiated against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the 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. No.

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

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed. **-NO**
- 3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.
- 3.4.1 State total amount of work in progress and under contract:
- 3.5 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 Project, including add alternates. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number
WESTERVILLE CITY HALL PH. 1	\$749,001	NATHAN LANG 740-501-8013	JIM NOLAN - EMH&T 614-402-1199
WESTERVILLE CITY HALL PH. 2	\$647,316	NATHAN LANG 740-501-8013	JIM NOLAN - EMH&T 614-402-1199
HANBY PARK DEVELOPMENT	\$320,613	LAUREA BALL 614-615-3908	→
LIVINGSTON PARK IMPROVEMENTS	\$900,000	COLUMBUS PARKS & REC.	
AMVETS, GLENWOOD HARRISON WEST	\$610,000	JEFF ANDERSON 614-645-3307	

3.5.1 Provide the following information for each project 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 project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects. **SEE 3.5**

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

3.5.2 State average annual amount of construction work your organization has performed during the last five years. **5-6 MILLION**

3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company. **N/A**

3.5.4 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**

3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable." **N/A**

3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner. **Will Provide IF AWARDED CONTRACT.**

4. REFERENCES

4.1 Trade References: — Will Provide if Awarded Contract

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement

5.1.1 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).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsubsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Please Attach the Following to This Sheet:

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

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

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Builderscape, Inc. ("Contractor") as principal and Philadelphia Indemnity 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 May 18th, 2018, to undertake the construction of developing a 7-acre parcel of land into a neighborhood park related to the Ward 1 Project ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ Dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 18th day of May, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the 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 project 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 18th day of May, 2018.

Builderscape, Inc.

PRINCIPAL

By:

Printed Name & Title: RONALD E. MATTHEWS CEO

Philadelphia Indemnity Insurance Company

SURETY

By:

Printed Name & Title: Abbie L. Doll

Attorney-in-Fact

Surety's Address: One Bala Plaza, Ste. 100

Bala Cynwyd, PA 19004-1403

Surety's Telephone Number: (610) 617-7900

Surety's Fax Number: (610) 617-7940

Haughn & Associates, Inc.

SURETY'S AGENT

Surety's Agent's Address: 6050 Tain Dr.

Dublin, OH 43017

Surety's Agent's Telephone Number: (614) 789-6800

Surety's Agent's Fax Number: (614) 789-6822

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

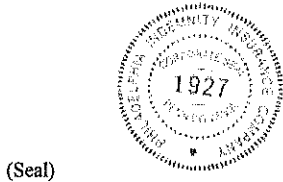
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Abbie L. Doll, Barry C. Fonarow, Brian F. Haughn, Chad M. Dougherty, Steven Glocckner and Amber Sheffield its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$100,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

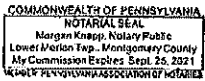
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of May, 2018.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

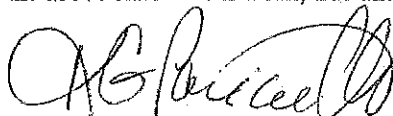
**Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)**

	As of December 31,	
	2016	2015
Admitted Assets		
Bonds (fair value \$6,366,973 and \$6,007,876)	\$ 6,256,540	\$ 5,821,420
Preferred stocks (fair value \$61,596 and \$64,498)	60,425	62,617
Common stocks (cost \$73,723 and \$104,587)	71,273	88,259
Mortgage loans	358,530	154,042
Real estate	3,518	-
Other invested assets (cost \$210,393 and \$194,804)	216,318	196,159
Receivables for securities	2,527	-
Derivatives	-	185
Cash, cash equivalents and short-term investments	44,778	32,936
Cash and invested assets	<u>7,013,909</u>	<u>6,355,618</u>
Premiums receivable, agents' balances and other receivables	781,505	734,983
Reinsurance receivable on paid losses	23,669	25,869
Accrued investment income	77,957	67,892
Receivable from affiliates	5,883	393
Net deferred tax asset	177,984	174,553
Other assets	93	2,200
Total admitted assets	<u>\$ 8,081,000</u>	<u>\$ 7,361,508</u>
Liabilities and Capital and Surplus		
Liabilities:		
Net unpaid losses and loss adjustment expenses	\$ 3,856,578	\$ 3,514,230
Net unearned premiums	1,449,732	1,342,996
Reinsurance payable on paid loss and loss adjustment expenses	13,357	11,618
Ceded reinsurance premiums payable	72,331	63,634
Commissions payable, contingent commissions and other similar charges	249,225	240,901
Federal income taxes payable	13,273	11,612
Accrued expenses and other liabilities	92,865	36,426
Payable to affiliates	12,467	11,824
Provision for reinsurance	642	554
Payable for purchased securities	49,033	80,193
Total liabilities	<u>\$ 5,809,503</u>	<u>\$ 5,313,988</u>
Capital:		
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
Surplus:		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	1,880,926	1,656,949
Total surplus	<u>2,266,997</u>	<u>2,043,020</u>
Total capital and surplus	<u>2,271,497</u>	<u>2,047,520</u>
Total liabilities and capital and surplus	<u>\$ 8,081,000</u>	<u>\$ 7,361,508</u>


The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
 Kimberly A. Kessleski, Notary Public
 Lower Merion Twp., Montgomery County
 My Commission Expires Dec. 18, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



 Karen Gilmer-Pauciello, EVP & CFO



 Kimberly Kessleski, Notary

Sworn to before me this 2nd day of June 2017.

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

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 03/16/2018

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

of Pennsylvania 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)

All Other A & H	Multiple Peril - Homeowners
Allied Lines	Noncancellable A & H
Boiler & Machinery	Nonrenew- Stated Reasons (A&H)
Burglary & Theft	Ocean Marine
Collectively Renewable A & H	Other Accident only
Commercial Auto - Liability	Other Liability
Commercial Auto - No Fault	Private Passenger Auto - Liability
Commercial Auto - Physical Damage	Private Passenger Auto - No Fault
Credit Accident & Health	Private Passenger Auto - Physical Damage
Fidelity	Surety
Fire	
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

PHILADELPHIA INDEMNITY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2017 that it has admitted assets in the amount of \$8,653,171,302, liabilities in the amount of \$6,336,802,111, and surplus of at least \$2,316,369,191.

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

Handwritten signature of Jillian Froment.

Jillian Froment, Director

