

Village of Genoa, Ohio

Thomas E. Bergman, Mayor
Kevin M. Gladden, Village Administrator

CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS

FOR

2023 GENOA PAVING PROGRAM CASTLE RIDGE, PHASE I

DATE OF LETTING: FEBRUARY 13, 2023 11:00 AM EST

BID DOCUMENTS AVAILABLE:

Online at: genoaohio.org

OR

Genoa Administration Building
102 E 6th Street
Genoa, OH 43430

Phone: 419-855-7791
Email: kgladden@genoaohio.org

BIDS OPENED AT:

Genoa Administration Building
102 E 6th Street
Genoa, OH 43430

2023 Genoa Paving Program: Castle Ridge, Phase I

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2023 Genoa Paving Program, Castle Ridge Phase I

DOCUMENTS REQUIRED WITH BID

In order to be a successful bidder you **MUST** return the documents listed below. You may complete and return all forms if you wish as it will speed the award process if you are the successful bidder. However, you are only required to complete the following documents and submit them with your bid:

Proposal

Bid Guarantee and Contractor Bond

Non-Collusion Affidavit

Addenda (including acknowledgement sheet) if issued by the Village Administrator

INVITATION TO BID

Sealed bids will be received by the Village of Genoa at the Genoa Administration Building, 102 E 6th Street, Genoa, Ohio, 43430 until 11:00 AM EST, February 13, 2023, at which time bids will be opened for the **2023 GENOA PAVING PROGRAM, CASTLE RIDGE, PHASE I.**

Bids must be sealed and endorsed on the outside of the envelope with the name of the bidder and the project bid upon. Bids received after the scheduled bid opening date and time will neither be read nor considered. No bidder may withdraw their bid for a period of 60 days after the scheduled closing time for the receipt of bids.

The contract documents and specifications are on file at the office of the Village Administrator, 102 E 6th Street, Genoa, Ohio 43430. The documents may be obtained at the Village's website at genoaohio.org or by contacting the Village Administrator at 419-855-7791.

No proposal will be considered unless it is made on the blanks furnished by the Village. No bidder shall take any exception to any requirement of the specifications. Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein.

The owner intends and requires that this project be completed no later than **September 15, 2023.**

Each bid must be accompanied by a bid guaranty. The bid guaranty may be of two forms: 1) A Bid Guaranty and Contract Bond using the form in the Contract Documents, or 2) a certified check, cashier's check, or letter of credit in favor of the Village of Genoa, Ohio, in the amount of 10% of the bid. If the contract is awarded a Contract Bond will be required, which is a 100% payment and performance bond. The bid guaranty must meet all requirements of Section 153.54 of the Ohio Revised Code and the Instructions to Bidders.

All work shall be carried out in compliance with all federal, state, and local laws, rules, and regulations that apply to the work. Any project specification item in conflict with federal, state, or local law, rule, or regulation, shall be void.

The project falls under the State of Ohio Prevailing Wage requirements.

The Village of Genoa is not keeping a list of plan holders. The Village of Genoa reserves the right to reject any bids, and to waive any irregularities in a bid, or to accept that bid which in the judgment of the proper officials is to the best interest of the County.

In accordance with Ohio Revised Code Section 307.87, this shall serve as notification that this notice is available on the Village of Genoa website at genoaohio.org.

By the Order of the Council of the Village of Genoa
Kevin M. Gladden, Village Administrator

FOR PUBLICATION: January 15, 2023 | January 22, 2023

INSTRUCTIONS TO BIDDERS

1. **TIME OF RECEIVING BIDS.** Sealed proposals for the furnishing of all labor, material, and equipment for **GENOA PAVING PROGRAM, CASTLE RIDGE, PHASE I**, will be received by The Village of Genoa (hereinafter referred to as OWNER) at 102 E. 6th Street, Genoa, Ohio, 43430, until 11:00 AM EST, February 13, 2023 and at that time and place will be publicly opened and read aloud.
2. **PROPOSALS.** All proposals must be made upon blank forms provided by the Village Administrator (hereinafter referred to as ADMINISTRATOR). Any proposal may be considered informal and rejected which does not contain prices set opposite each of the several items, unit price and totals to be listed in respective columns, for which there is a quantity exhibited in the itemized proposal. In case of error in extension the ***unit price bid shall govern***. Proposals otherwise submitted or containing prices not asked for will be considered informal.
3. **IDENTIFICATION OF PROPOSALS.** All proposals, bid guarantees, and certified checks shall be enclosed in a sealed envelope marked – Proposal for:

2023 GENOA PAVING PROGRAM - CASTLE RIDGE, PHASE I

and addressed to the Village of Genoa. Proposals received after the time advertised for the opening of the bids will not be opened and will be returned to the bidder.

4. **COPIES OF BIDDING DOCUMENTS.** Complete sets of bidding contract documents including applicable plans and specifications are on file at the office of the Village Administrator, 102 E 6th Street, Genoa, Ohio, 43430. The documents may be obtained at the Village's website at genoahio.org, or by contacting the Village Administrator at 419-855-7791.
5. **MODIFICATION OF BID.** If a bidder wishes to modify their proposal, he or she may do so prior to the time fixed for opening of bids, by communicating their purpose to the OWNER prior to the opening.
6. **WITHDRAWAL OF BID.** If a bidder wishes to withdraw their bid, he or she may do so before the time fixed for the opening of bids, without prejudice to themselves by communicating their purpose in writing to the OWNER when their bid is reached it will be handed to them or to their authorized agent unopened.

No bidder may withdraw their bid for a period of 60 days after the scheduled closing time for the receipt of bids.

7. **PROPOSAL GUARANTEE.** Each bid must be accompanied by a bid guaranty in order to satisfy the requirements of the Ohio Revised Code Section 153.54. The bid guaranty may be in one of two forms:
 - A. A Bid Guaranty and Contract Bond, in the full amount of the bid, using the form in the contract documents. (The amount of the bond does NOT have to appear on this form.)

- B. A certified check, cashier's check, or letter of credit drawn on a solvent bank in favor of the OWNER, in the amount of ten percent (10%) of the bid. If the contract is awarded, a Contract bond will be required, which is one hundred percent (100%) payment and performance bond. No cash, bank money order, personal bond, or check will be accepted.

Ohio Revised Code Sections 9.311 (a) and 9.311 (b) requires that any bidder who submits a bid for rendering of services, or the supplying of materials or the construction of a structure, highway, or improvement shall submit a bid bond, performance bond, payment bond, or combination of such bonds, executed by a surety or surplus lines company approved by the Superintendent of Insurance of the State of Ohio. If the surety or surplus lines company is not approved by the State of Ohio, the bid shall be deemed non-responsive and shall be rejected.

Before the execution of the agreement, the successful bidder thereon shall furnish a contract bond with one or more solvent sureties satisfactory to the OWNER in the sum of 100%. The proposal guarantee of the successful bidder will be retained until they have executed the agreement and furnished the required contract bond, whereupon it will be returned. If they fail to execute the agreement and furnish the contract bond, their proposal will be forfeited. The proposal guarantee of any bidder whom the OWNER believe to have a reasonable chance of receiving the award, may be retained by the OWNER until the earlier of the seven (7) calendar days after the agreement is executed and the required contract security is furnished, or the sixty-first (61st) calendar day after the bid opening. Proposal guarantee(s) of other bidders will be returned within seven (7) days of the bid opening.

- 8. **FORFEITURE OF CERTIFIED CHECKS.** The bidder to whom the contract may be awarded shall attend at the office of the OWNER with the sureties offered by them within sixty (60) calendar days, after the date of opening, and upon receipt of notification by OWNER of the acceptance of their proposal and there sign the contract for work in triplicate. In case of failure to do so, the bidder will be considered as having abandoned the same and their check, or the amount of the certified check shall be forfeited to and become the property of the OWNER, and the bidder hereby agrees that the amount of said check shall be actual liquidated damages incurred by the OWNER, by reasons of their default. This paragraph referring to certified checks also includes bid bonds.
- 9. **SIGNATURE OF PROPOSAL.** Each proposal shall contain the full name of every person, firm, or corporation interested in the same and the addresses of each. When a firm bids, the name of each member shall be signed and the firm name added. When a corporate is the bidder, the bid must be submitted in the corporate name and be signed by the President, Vice President, or other corporate officer as authorized and accompanied by proof of authority to sign (sealed corporate resolution), and the signing shall state under the laws of what state the corporation is chartered. All names must be typed or printed below the signature.
- 10. **REJECTION OF PROPOSALS.** Reasonable evidence or grounds for supposing that any bidder is interested in more than one proposal will cause a rejection of all proposals in which he is interested. The Village of Genoa reserves the right to waive any or all proposals and to make the award in such a manner as is considered best for the interest of the Village of Genoa.

11. **DRUG-FREE WORKPLACE (DFWP) PROGRAM.** During the term of this contract, the Contractor and all Subcontractors shall be enrolled in and in good standing with the Drug- Free Workplace Program (DFWP) or a similar program approved by the Ohio Bureau of Workers Compensation. Contractors and Subcontractors must enroll in a certified program and provide verification within fifteen calendar days of the bid opening to be awarded the project or the bid will be deemed non-responsive. The Contractor shall insert in each of its Subcontracts a clause requiring all Subcontractors to comply with this requirement. The Village of Genoa is prohibited from entering into a contract when the prime or any subcontractor does not meet these requirements.
12. **EVIDENCE OF ABILITY.** To demonstrate their qualifications for the project, each bidder must be prepared to submit, within five (5) working days of request by OWNER, written evidence of the types set forth by the OWNER, such as financial data, previous experience in construction work similar to that covered by this contract, list of equipment available or that can be secured which will permit the work being carried out expeditiously, and evidence of authority to conduct business in the jurisdiction where the project is located.
13. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**
- A. Before submitting their bid, each bidder must:
 - 1. examine the contract documents thoroughly
 - 2. visit the site to familiarize themselves with local conditions that may in any manner affect the performance of the work, including delivering and handling of material for the work
 - 3. familiarize themselves with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work
 - B. Bidders must examine the contract, plans and specifications for the work and employ such means in prosecution of the work as will not cause interruption or interfere with any other contract.
 - C. The OWNER will not be responsible in any way for verbal answers to inquiries regarding the meaning of the drawings or specifications given prior to them awarding the contract. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy provided to each entity receiving a set of the above documents.
 - D. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Section.
14. **ESTIMATED QUANTITIES.** The quantities for unit-priced items in the Project Estimate hereinafter are approximate, being given as a uniform basis of any items of work during the progress of construction.
15. **LUMP SUM AND UNIT BID PROCESS.** Items shown in the Proposal as unit quantity/ price items shall be paid on an in-place quantity basis. All other items in the contract will be paid for at the lump sum bid prices as specified in the successful bidders proposal, included in the actual construction.
16. **SPECIFICATIONS.** Construction and materials shall be in accordance with specifications of Ohio Department of Transportation along with their additions and supplements, in force at date of Sale, unless otherwise noted in plans.

17. **TIME OF COMPLETION.** September 15, 2023.

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

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

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

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying the LPA Prevailing Wage Coordinator (PWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the PWC or other designated LPA representative, certified payrolls on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the PWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the LPA may terminate the contract and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

19. **WORKMEN'S COMPENSATION.** The attention of the bidder is particularly called to the fact that workmen's compensation insurance must be taken out by each and every contractor or subcontractor in accordance with Ohio laws.

20. **INSURANCE.** Each bidder shall take special notice of the insurance requirements as outlined in the documentation titled Insurance Guidelines, and included in this package. The Village of Genoa shall be listed as additional insured.

21. **CONTRACTOR CERTIFICATION.** Following the award of the contract, the successful bidder shall provide a completed Contractor Certification form, which is included with this package.

22. **SUBCONTRACTORS.**
 - A. If the supplementary conditions or specifications require the identity of certain subcontractors and other persons and organizations to be submitted to the OWNER in advance of the Notice to Award, the apparent low bidder, and any other bidder so requested, will, within seven (7) business days after the day of the bid opening, submit to the OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is required. This list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence or qualifications for each subcontractor, person and organizations as requested by the OWNER. If the OWNER, after due investigation, has reasonable objection to any proposed subcontractor, or other person or organization, he may before giving Notice of Award, request the apparent low bidder submit an acceptable substitute without an increase in his bid price.

 - B. The bidder shall not be required to employ any subcontractor, other person or organization against which he has reasonable objection.

 - C. After the award of contract, the winning bidder shall obtain a completed Subcontractor's Certification form from each subcontractor, person, or organization they intend to use and provide them to OWNER, with original signatures

23. **NON-COLLUSION AFFIDAVIT.** Each bidder shall complete a Non-Collusion Affidavit and **include it with their proposal.**
24. **HOLD HARMLESS.** Following the award of the contract, the successful bidder shall provide OWNER with a completed Hold Harmless Agreement, which is included with this package. Contractor shall indemnify and save harmless the OWNER and their agents and employees from and against all suits and actions of every name and description brought against the OWNER for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.
25. **NON-DELINQUENCY OF PERSONAL PROPERTY TAXES.** Following the award of the contract, the person making the bid shall provide an Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes, in accordance with Section 5719.042.
26. **FINDING FOR RECOVERY.** Bidders with an unresolved Finding For Recovery, as listed on the Ohio State Auditor's Website, will be disqualified from the bidding process.
27. **SALES TAXES.** The Village is exempt from Ohio Sales and Use taxes on the materials and equipment to be incorporated into the work. Said taxes shall not be included in the bid price. The contractor shall contact the Village Administrator's Office for completion of the tax- exempt forms required for the project. Forms are included with this package.
28. **W-9, TAXPAYER ID FORM.** Following the award of the contract, the successful bidder shall provide OWNER with a completed W-9 Form, which is included with this package.
29. **AWARD OF CONTRACT.**
- A. The OWNER reserves the right to waive any or all proposals and waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counter proposals.
 - B. In evaluating bids, OWNER shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested by the bid forms. They may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified herein. OWNER may conduct such investigations as they deem necessary to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the contract documents to the OWNER'S satisfaction, within the prescribed time. OWNER reserves the right to reject the bid of any bidder who does not pass any such evaluation to their satisfaction.
 - C. If a contract is to be awarded, it will be awarded to the lowest and best bidder whose evaluation by OWNER indicated to them that the award will be in the best interest of the Village of Genoa.
 - D. If the contract is to be awarded the OWNER will give the apparent successful bidder a Notice of Award within thirty (30) clays after the day of the bid opening.

30. QUESTIONS, INTERPRETATIONS AND ADDENDA. Pre-bid questions must be submitted using the enclosed 'Bid Project Inquiries' form and contain the following: Name of the Sender, Contractor or Company Name, Phone Number, Project Name, a detailed description of the question, including reference number or plan sheet numbers when applicable. Please submit one question per submission.

All questions about the true meaning or intent of the bidding documents are to be directed to the Village Administrator's Office no later than five (5) business days prior to the bid opening, via e-mail.

Interpretations or clarifications considered necessary by the Village Administrator in response to such questions will be issued by addenda no less than 72 hours prior to bid opening (excluding Saturdays, Sundays, and legal holidays), and placed on the OWNER'S website.

An addendum may also be issued by the Village Administrator to modify the bidding documents as deemed advisable by the OWNER. Any bidder may not rely upon any interpretation of the bidding documents by any means other than a written addendum.

Any/all addenda are available on the OWNER's website and it is the bidder's sole responsibility to obtain them from this site. All addenda must be acknowledged in your bid in order for your bid to be considered for award of a project. Acknowledgement means that the first page of an addendum must be included in your bid. Failure to incorporate changed quantities or items in your submission may, at the OWNER'S sole discretion, result in the rejection of your bid.

31. CONTRACT DOCUMENTS. The contract documents, including but not limited to the Bid Form, Instructions to Bidders, Instructions to Contractors, Invitation to Bid, all Addenda, the General Conditions, the Wage Rates and Technical Specifications as prepared by the Village Administrator are made a part of this Agreement hereto as if the contents of those contract documents were repeated in full herein.

INSTRUCTIONS TO CONTRACTORS

1. **PRECONSTRUCTION MEETING.** Prior to the start of any work for this project, a pre- construction meeting will be held between the Contractor, the Village Administrator, and the appropriate officials of the Village of Genoa to discuss the proposed conduct of the work. Subcontractors may also be required to attend.
2. **CONSTRUCTION PROGRESS SCHEDULE.** The Contractor shall provide a written construction progress schedule to the Village Administrator at the pre-construction meeting.
3. **CONTRACTOR TO CHECK DRAWINGS.** The contractor shall check all dimensions and quantities on the drawings given to him and shall notify the Village Administrator of all errors or omissions therein which he may encounter. He will not be allowed to take advantage of any error or omission in the contract documents as full instructions will be furnished should such error or omission be encountered and the CONTRACTOR shall carry out such instructions as of originally specified. The CONTRACTOR shall notify the OWNER of such errors or omissions prior to proceeding with the work.
4. **STEEL AND FUEL PRICE ADJUSTMENTS.** Price adjustments for steel and fuel will not be honored by this contract. Therefore the following ODOT Proposal Notes are excluded from this contract:
 - Fuel Price Adjustment (PN 520)
 - Steel Price Adjustment (PN 525)
5. **ASPHALT BINDER PRICE ADJUSTMENT.** ODOT Item 401.20 Asphalt Binder Price Adjustment will not be honored by this contract.
6. **MAINTENANCE OF TRAFFIC.** The Contractor shall maintain traffic at all times in accordance with the requirements of Specification Item 614, as outlined in the Construction and Maintenance Operation Section of the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways, current edition in effect at the time of contract award.
7. **SUSPENSION OF WORK.** For such period as necessary or during such time as the weather is unsuitable for doing the work, the OWNER may suspend the work, if in their opinion public need requires it. Upon any stoppage of work, all materials shall be safely placed so as not to obstruct or impede travel on the right of way.
8. **EXTENSION OF TIME.** In case of suspension of the work by the Village Administrator during a working season, the time within which the Contractor is required to complete the work shall be extended by as many days as the same was suspended, plus an additional ten days.

Two weeks before the date set for completion, if the Contractor believes that it will be impossible to complete their contract by the specified date, they shall make an application to the Village Administrator requesting an extension of time for completion. The request for extension will be reviewed by the Village Administrator. If an approval is so granted, the Village Administrator shall notify the Contractor and their Surety to file with the OWNER an extension of the bond.

9. **FAILURE TO COMPLETE BY SPECIFIED DATE.** If the CONTRACTOR fails to complete the contract by the date set for completion, the Contractor may pay all expenses incurred by OWNER after that date for inspection, supervision and all other similar engineering services in connection with the contract as well as liquidated damages assessed in accordance with 108.07 of the ODOT CMS.
10. **WORK SCHEDULE.** It is expected that all work for this project will be conducted during the work week (Monday through Friday less legal holidays). If the contractor wishes to work on a Saturday, Sunday or legal holiday, they must obtain prior written approval from the Village Administrator. The Village of Genoa reserves the right to deduct inspection costs for oversight conducted on these days from the final contract amount. This determination will be discussed with the contractor and agreed upon between both parties prior permission being granted.
11. **PAYMENT PROCEDURES.** Contractor shall provide the Village Administrator with a full, accurate, and detailed pay request for the labor performed and material furnished under the contract, with the amount due for each, on a schedule as agreed upon at the pre-construction meeting. Contractor shall submit with the pay requests original material tickets as support for unit priced items. All other payment procedures will be followed as outlined in the Ohio Revised Code, Chapter 153.
12. **STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.** The following section of these documents are hereby excluded from this contract and are not considered binding to the Owner; Article 5.06 Property Insurance; Article 5.07 Waiver of Rights; and Article 5.08 Receipt and Application of Insurance Proceeds.
13. **CHANGE ORDERS.** A change order will be processed prior to the final payment to balance any and all overages and nonperformance items. Change orders will still be processed throughout the course of the project, for new items, large quantity changes, or as determined by the Village Administrator.
14. **RETAINAGE.** Retainage will be withheld from payments to the contractor until the project is complete and passes final inspection (as outlined within the attached specifications). The amount withheld shall not exceed 8% of the first 50% of the total contract amount.
15. **PUBLIC RECORD.** Contractor records pertaining to this project may be subject to Ohio Public Records Law and therefore may be subject to availability for inspection upon request. Legal counsel should be sought for more specific definitions and information on limitations and/or exceptions.

DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

The Village of Genoa's Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract time from the Village of Genoa in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in question, and differences of opinion between the Village of Genoa's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the Village of Genoa. Disputes and claims by subcontractors and suppliers against the Village of Genoa, but not supported by the Contractor, will not be reviewed by the Village of Genoa.

Disputes and claims subject to review by the Village of Genoa include:

1. Interpretation of specifications, standard drawings, plans, proposals, working drawings, change orders, authorized by the Council of the Village of Genoa, and orders by Genoa personnel having authority over the project, provided that such orders have been authorized in accordance with Ohio Law.
2. Differing site conditions as defined in ODOT Construction and Material Specification (ODOT Spec.) 104.02.B., 2010 CMS
3. Cost and time incurred by:
 - A. Suspension of work pursuant to ODOT Spec. 104.02.C
 - B. Significant changes in character of work pursuant to ODOT Spec. 104.02D.
 - C. Utility interference with the work pursuant to ODOT Spec. 105.07 and Utility notes.
 - D. Extra work ordered pursuant to ODOT Spec. 104.02.F and the policy on Change Orders.
 - E. Acts or inaction of the Village of Genoa or other government agencies.
4. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in ODOT Spec. 108.06.
5. Other subjects mutually agreed upon by OWNER and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust the Village of Genoa's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in any appropriate Court located in Ottawa County, Ohio. The following procedures do not compromise the Contractor's right to seek relief in any appropriate Court located in Ottawa County, Ohio.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim Process. Village of Genoa personnel involved in second or third tier reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Village of Genoa personnel involved in a second or third tier review until a decision has been issued by the previous tier.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work:

At the discretion of the Village of Genoa the Contractor shall continue with all work, including that which is in dispute. The Village of Genoa will continue to pay for the work.

Step 1 (On-Site Determination):

The Village Administrator/Project Manager shall meet with the Contractor's Superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in ODOT Spec. 104.02G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Village Administrator/Project manager will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contract must either abandon or escalate the dispute to Step 2.

Step 2 (Dispute Resolution Committee):

Within seven (7) calendar days of receipt of Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the Village Administrator. The Village Administrator will assign the dispute a dispute number. The dispute number will consist of the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the Village Administrator.
2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension required.

4. A narrative of the disputed work or project circumstances at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstances alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documentation.

The Village of Genoa shall establish a Dispute Resolution Committee (DRC) which shall be responsible for hearing and deciding disputes at the Step 2 level. The DRC must include the Village Administrator and the Mayor of Genoa.

To prepare for the DRC meeting, the Village of Genoa will create a file on the dispute and assign a person to review and manage the dispute. This manager will advise the Construction Department on the status of the dispute.

The DRC shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The DRC will issue a written decision of Step 2 within fourteen (14) calendar days as of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

Step 3

If not resolved, go through the proper legal proceedings through the appropriate court located in Ottawa County, Ohio.

QUESTIONS, INTERPRETATION and ADDENDA

Pre-bid questions must be submitted using the enclosed 'Project Inquiries' form and contain the following: Name of the Sender, Contractor or Company Name, Phone Number, Project Name, a detailed description of the question, including reference numbers or plan sheet numbers when applicable. **Please submit one question per submission.**

All questions about the true meaning or intent of the bidding documents are to be directed to the Village Administrator no later than five (5) business days prior to the bid opening, via email. Please find the current Administrator's email at the Village's website, genoahio.org.

Interpretations or clarifications considered necessary by the Village Administrator in response to such questions will be issued by addenda, no less than seventy-two (72) hours, three (3) business days, prior to bid opening, and placed on the Village website, genoahio.org.

An addendum may also be issued by the Village Administrator to modify the bidding documents as deemed advisable by the OWNER. Any bidder may not rely upon any interpretation of the bidding documents by any means other than a written addendum.

Any and all addenda are available on the Village website and it is the bidder's sole responsibility to obtain them from this site. All addenda must be acknowledged in your bid in order for your bid to be considered for award of a project. Acknowledgement means that the first page of an addendum must be included in your bid. Failure to incorporate changed quantities or items in your submission may, at the OWNER'S sole discretion, result in the rejection of your bid.

Village of Genoa Administrator's Office

Kevin M. Gladden, Administrator

102 E 6th Street
Genoa, Ohio 43430

419-855-7791
kgladden@genoaohio.org

Project Inquiry Form

Project Name: _____

Inquirer's Name: _____

Company Name: _____

Phone: _____ Fax: _____

Email Address: _____

Inquiry: _____

PROPOSAL

Project: 2023 GENOA PAVING PROGRAM, CASTLE RIDGE PHASE I

Date of Letting: February 13, 2023

Completion Date: September 15, 2023

2023 GENOA PAVING PROGRAM, CASTLE RIDGE PHASE I						
Item	ODOT Ref	Item Description	Quantity	Unit	Unit Price	Total Price
1	202	MONUMENT ASSEMBLY REMOVED	7	EA		
2	203	EXCAVATION (16.5")	1,172	CY		
3	204	SUBGRADE COMPACTION	2,557	SY		
4	254	PAVEMENT PLANING, AS PER PLAN (AVERAGE DEPTH 0.63")	2,057	SY		
5	301	ASPHALT CONCRETE BASE, PG 64-22 (4.50")	639	TON		
6	304	AGGREGATE BASE (12" PLACED IN TWO 6" COURSES)	1,704	TON		
7	407	NON-TRACKING TACK COAT	856	GAL		
8	441	ASPHALT CONCRETE, SURFACE COURSE, TYPE 1 (449), PG64-22 (1.25")	452	TON		
9	441	ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 1 (449), PG64-22 (0.50")	149	TON		
10	614	MAINTAINING TRAFFIC	1	LS		
11	623	MONUMENT ASSEMBLY, TYPE 1 OR TYPE 2	7	EA		
12	623	MONUMENT SURVEYING	1	LS		
13	624	MOBILIZATION	1	LS		
TOTAL:						

PROPOSAL

Project: 2023 GENOA PAVING PROGRAM, CASTLE RIDGE PHASE I

Date of Letting: February 13, 2023

Completion Date: September 15, 2023

NOTE: All material and workmanship to conform with the specifications of the State of Ohio, Department of Transportation in force on date of contract, and will govern this improvement.

THE UNDERSIGNED, having carefully examined the site, plans, and specifications for this project, located in Ottawa County, propose to furnish all material, tools, and work necessary to complete the improvement in accordance with the project description, plans, and specifications included with and made a part of this bid. Further, unit prices are being submitted in the same designation as provided in the table above.

BIDDER/COMPANY

SIGNATURE

PRINTED NAME and TITLE

CITY STATE ZIP

CONTACT PHONE

BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____, as Principal and
(Name and Address)

_____, as Surety, and hereby
(Name of Surety)

Held firmly bound unto Village of Genoa, hereinafter called the Obligee, in the penal sum of the dollar amount of the bud submitted by the Principal to the Obligee on _____, to undertake the project known as: **2023 Genoa Paving Program, Castle Ridge Phase I.**

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals 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 ABOVE LINE IS LEFT BLANK, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ALTERNATIVES.ALTERNATIVELY, IF COMPLETED, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID, INCLUDING ALTERNATES, IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a Bid on the above referred to 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 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 will pay the Obligee the difference not to exceed ten percent 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 void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal and the Principal within ten 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, and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; 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; 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 modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it 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.

SIGNS AND SEALED This _____ day of _____, 20____.

PRINCIPAL:

Company Name

Street Address

City State Zip

Authorized Signature

Title

Printed Name

SURETY:

Company Name

Street Address

City State Zip

Authorized Signature

Title

Printed Name

SURETY AGENT'S ADDRESS:

Company Name

Street Address

City State Zip

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we,

(Firm Name)

(Address)

(City, State, and Zip Code)

as principal, shall indemnify and save harmless the Village of Genoa, Ohio, their agents and employees, from all suits and actions of every name and description brought against the Owner for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.

Witness our signature(s) for the above agreement this _____ day of _____, 20____.

PRINCIPAL _____

BY _____

TITLE _____

SIGNED IN THE PRESENCE OF:

ATTEST: _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

PROJECT NAME: 2023 Genoa Paving Program, Castle Ridge Phase I

NAME: _____

Being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of

(Name of Company)

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 the BID price of said BIDDER or of any other BIDDER, or 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 or 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 his 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 his general business.

Signed: _____

By: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Seal of Notary:

Notary Public

NON-DISCRIMINATION STATEMENT

ORC 153.59

Pursuant to Ohio Revised Code section 153.59, every contract for or on behalf of the state, or any township, county, or municipal corporation of the state, for the construction, alteration, or repair of any public building or public work in the state shall contain provisions by which the contractor agrees to both of the following:

THEREFORE, _____
Agrees to both the following:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and
- B. That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

IN AGREEMENT HEREOF:

By _____
(CONTRACTOR)

This the _____ day of _____, 20____.

By _____
(CONTRACTOR)

Name & Title _____
(PRINT NAME AND TITLE)

INSURANCE GUIDELINES

The Contractor shall, at his expense, furnish and maintain insurance in the form and amounts specified in subparagraphs one (1) through four (4) inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio. The Contractor shall not commence Work nor shall he permit any of his subcontractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment pursuant to the provisions of the Pre-Final and final estimates and payments section. Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after the receipt by the Contractor and the Owner of written notice of such proposed action from the Insurer.

The insurance specified in Subparagraphs 1, 2, 3 and 4 shall be written under the comprehensive general form of liability insurance contracts. The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.

In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract documents.

If the Contractor is required to repair or perform Work after the completion of the Work involved under this Contract, he shall either reinstate the insurance policies submitted for this Contract or obtain new policies in accordance with the requirements in this section.

1. Builders Risk: In addition to such fire and other physical damage insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, the Genoa Official and any other parties having an interest in the Project, as named insureds as their interests may appear; a builders' risk policy for fire, lightning, extended coverage hazards, vandalism, theft, and malicious mischief in the amount of one hundred percent (100%) of the value of the completed Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.
2. Workers' Compensation: The Contractor shall provide Workers' Compensation Insurance for all employees engaged in Work who may come within the protection of the Workers' Compensation law, and, where applicable, employer's General Liability Insurance for employees not so protected and shall require all Subcontractors to provide corresponding insurance.

The Contractor shall indemnify the Owner and the Genoa Official against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the Workers' Compensation law.

3. Contractor's Public Liability and Property Damage Liability insurance: Contractor's Public Liability Insurance providing a limit of not less than \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor's Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of damages to or destruction of property.

4. Contractor's Protective Public Liability and Property Damage Liability Insurance: Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by Subcontractors providing for coverage and limits corresponding to those described in Subparagraph 4.

NOTE: On projects having a bid over \$100,000.00 the insurance amounts for Item 3 above shall be \$3,000,000.00.

INDEMNITY OF THE OWNER BY THE CONTRACTOR

The Contractor agrees to indemnify the Owner and their respective officers, officials, employees and agents from any loss, damage or expense which any of them may suffer or incur as a result of the bodily injury, sickness, disease or death of any person, or the damage (including loss of use) of any property, arising from any negligent act or omission of the Contractor or any Sub-contractor or anyone employed by either of them.

DRUG FREE WORKPLACE PARTICIPATION

During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program C-DFWP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03 ("OBWC-approved DFWP").

If the Contractor provides Subcontractors that provide labor on the Project site, the Subcontractors shall be enrolled in and in good standing in the OBWC, DFWP, or an OBWC-approved DFWP.

1. Each Subcontractor shall require all lower-tier Subcontractors with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC, DFWP, or an OBWC-approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.
2. Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC, DFWP, or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.
3. Failure of a Subcontractor to require a lower-tier Subcontractor to be enrolled in and be in good standing in the OBWC, DFWP, or an OBWC--approved DFWP prior to the time that the lower-tier Subcontractor provides labor at the site shall result in the Subcontractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Subcontractor of the lower-tier Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.
4. Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Contracting Authority's approval and shall also submit written confirmation of the Subcontractor's enrollment on the Declaration of Subcontractors and Material Suppliers form to the Associate.

In addition to OBWC-approved DFWP Level I requirements, the Department requires each Contractor and Subcontractor that provides labor on the Site to perform random drug testing of 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Level I random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OB\VC - approved Level 2 testing. The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority, upon request.

In accordance with Executive Order 2007-01S, the Contractor, by signature on this bid certifies:

1. It has reviewed and understands Executive Order 2007-01S,
2. it has reviewed and understands the Ohio ethics and conflict of interest laws, and
3. will take no action inconsistent with those laws and this order.

The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

FINDINGS FOR RECOVERY AND PERSONAL PROPERTY TAX STATEMENT
Affidavit in Compliance with Sections 9.24 and 5719.042 of the Ohio Revised Code

STATE OF OHIO, COUNTY OF _____

Personally appeared before me the undersigned, as an individual or as a representative of

_____ (Vendor) for a contract for

_____ (Type of Product or Service) to be let by the

Village of Genoa, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code (O.R.C.) Sections 9.24 and 5719.042, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the Vendor:

1. This representation applies if the contract is estimated to exceed \$25,000.00 or if the aggregate of multiple contracts between the Village of Genoa and Vendor exceed \$50,000.00 within the fiscal year prior to the fiscal year within which this contract is being entered.

The Vendor affirmatively represents and warrants to the Village of Genoa that it is not subject to a finding for recovery under O.R.C. 9.24, or that it has taken appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. The Vendor agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the Village of Genoa hereunder immediately shall be repaid to the Village of Genoa or an action for recovery immediately may be commenced by the Village of Genoa for recovery of said funds.

2. This representation applies to any contract let by competitive bid (ORC 5719.042).

Vendor was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of the Village of Genoa.

CONTRACTOR: _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

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

PUBLIC NOTARY: _____

CERTIFIED COPY OF RESOLUTION

(Name of Company)

I hereby certify that I am the duly elected and acting Secretary of _____,
a Corporation duly organized and existing under the laws of the State of Ohio, that on the _____ day
of _____, 20____, the Board of Directors of said Corporation authorized and
approved a certain proposal to the Village of Genoa for the construction of certain improvements for the Village
of Genoa by said Corporation and any Contract resulting therefrom and empowered the _____
(insert title of officer) of said Corporation to execute said Proposal and Contract for, and in behalf of, said
Corporation; that said authority is not contrary to any provision in the articles of incorporation or code of
regulations or code of bylaws of said Corporation; that said authority has not been rescinded or modified; and
that _____ (name) is duly elected and acting _____ (insert title of
officer) of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on _____, 20____.

Secretary Signature

Secretary Printed Name

CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: Village of Genoa

DATE: _____

PROJECT NAME: 2023 Genoa Paving Program, Castle Ridge Phase I

1. The undersigned, having executed a contract with the Village of Genoa for the construction of the above-identified project, acknowledge that:

The Labor Standards provisions are included in the aforesaid contract;

Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section S.6(b) of the Regulations of the Secretary of Labor, Part S (29 CFR Part S) or pursuant to Section 3(a) of the Davis Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He certifies that:

- a. The legal name of the business address of the undersigned is:

- b. The undersigned is:

_____ (1) A Sole Proprietorship

_____ (2) A Corporation Organized In the State of _____

_____ (3) A Partnership

_____ (4) Other Organization, Describe: _____

c. The names, titles, and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

d. The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interests are (if none, so state):

NAME	TITLE	ADDRESS

e. The name, address, and trade classification of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	ADDRESS

DATE: _____ CONTRACTOR: _____

NAME: _____

WARNING: U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever... ..makes, passes, utters or publishes any statement, knowing the same to be false... ..shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

SUBCONTRACTOR AND MATERIAL SUPPLIER DECLARATION

The intent of this form is to confirm the companies submitted have been reviewed, appear to be responsible, and are proposing to provide the service/material goods listed in compliance with the Contract Documents.

Complete all required information for each Subcontractor and Material Supplier. Attach additional sheets as necessary. Second and third tier Subcontractors or Material Suppliers who will provide on site labor shall be identified as Subcontractors.

The apparent low bidder shall provide this list to the Village Administrator within seven (7) business days of the bid opening. Failure to comply may make the entire proposal void.

All work not listed below must be done by the bidder with their own forces unless written permission is secured from the Owner to do otherwise. Permission must be granted prior to commencement of work.

PROJECT NAME: 2023 Genoa Paving Program, Castle Ridge Phase 1

Subcontractor/Supplier?			
Company Name			
Street Address			
City/State/ZIP			
Telephone Number			
Fax Number			
Federal Tax ID			
Email Address			
Contact Person			
Service or Material			
Amount of Contract			

All subcontractors supplying on site labor (and subs of subs) are **REQUIRED** to be enrolled in the Ohio Bureau of Workers Compensation Drug Free Workplace Program. Enrollment will be verified by the Village of Genoa.

Signature

Date

SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING
WAGE REQUIREMENTS

TO: Village of Genoa

DATE: _____

PROJECT NAME: 2023 Genoa Paving Program, Castle Ridge Phase I

1. The undersigned, having executed a contract with _____
(Contractor of Subcontractor)
for _____ in the amount of \$ _____.
(Nature of Work)

In the construction of the above-identified project, certifies that:

- a. The Labor Standards provisions are included in the aforesaid contract;

 - b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis Bacon Act, as amended [40 U.S.C. 276a-2(a)]

 - c. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor in duplicate.
- a. The workmen will report for duty on or about _____.

 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He certifies that:
- a. The legal name and the business address of the undersigned is:
-

b. The undersigned is:

- _____ (1) A Sole Proprietorship
- _____ (2) A Corporation Organized In the State of _____
- _____ (3) A Partnership
- _____ (4) Other Organization, Describe: _____

c. The names, titles, and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

d. The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interests are (if none, so state):

NAME	TITLE	ADDRESS

e. The name, address, and trade classification of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	ADDRESS

DATE: _____ CONTRACTOR: _____

NAME: _____

WARNING: U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever... makes, passes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

NOTICE OF AWARD

TO: _____

PROJECT NAME: 2023 Genoa Paving Program, Castle Ridge Phase I

The Owner has considered the BID you submitted by you on February 13, 2023 (Bid Date) for the above described PROJECT in response to its Advertisement for Bids, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, if applicable, and additional documents as required within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will 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.

Dated this _____ day of _____, 20_____.

Village of Genoa

BY: _____

TITLE: _____

ACCEPTANCE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

Dated this _____ day of _____, 20_____.

BY: _____

NAME AND TITLE: _____

CONTRACT

THIS AGREEMENT, Made and entered into this _____ day of _____, 20____, at Genoa, Ohio by and between the Village of Genoa, State of Ohio, hereinafter the party of the first part and _____ of _____ or their successors, executors, administrators and assigns, hereinafter called the part of the second part.

WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be made by the part of the first part, part of the second part agrees to furnish all materials, appliances, tools, and labor and perform all the work required for the 2023 Genoa Paving Program, Castle Ridge Phase I, as per Proposal and Bid Documents dated January 15, 2023 in Genoa, Ohio in strict and entire conformity with the plans, profiles, and specifications hereto annexed, which are hereby made a part of this contract as fully and with the same effect as if they had been set forth at length in body of this agreement, and to the satisfaction and acceptance of the party of the first part, and to complete same on or before September 15, 2023.

The party of the second part further covenants and agrees that the following papers shall be bound with or accompany, and be an essential part of this contract: Notice to contractors, plans, specifications, contract, contract bond, approximate estimate and proposal.

In consideration of the premises the party of the first part hereby agrees to pay to the party of the second part for said work, when completed in accordance with the said plans, profiles, and specifications, the sum of _____ dollars (\$_____).

In Witness Whereof, the parties hereunto have set their hands and this _____ day of _____, 20____.

CONTRACTORS FOR SAID IMPROVEMENTS COMPANY:_____

SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

Village Solicitor

Village Administrator or Mayor

I hereby certify that sufficient funds are in the Village of Genoa Treasury,, and appropriated for the payment of the foregoing contract.

Village Fiscal Officer

NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT
ORC 1311.252

Notice is hereby given to all interested parties of the following information in relation to the public improvement described herein:

_____, (the "Affiant"), being duly sworn, states that:

1. Affiant is the Village Administrator of the Village of Genoa, 102 E 6th Street, Genoa, Ohio 43430, ("The Public Authority").
2. The Public Authority will be commencing a public improvement. The name, location, and a number, if any, used by the Public Authority to identify the improvement sufficient to permit the improvement to be identified is:

2023 Genoa Paving Program, Castle Ridge Phase I

3. The name and address of all principal contractors:
4. The following lists the names and addresses of the sureties for all the principal contractors:

Surety:

Agent:

5. The name and address of the representative of the public authority upon whom service may be made for the purpose of serving an affidavit pursuant to 1311.26 of the Revised code is:

Kevin M. Gladden, Village Administrator
102 E 6th Street, Genoa, Ohio 43430

Kevin M. Gladden, Administrator

SWORN TO before me and subscribed in my presence this _____ day of _____, 2023.

Public Notary

NOTICE TO PROCEED

TO: _____

DATE: _____

Project Name: 2023 Genoa Paving Program, Castle Ridge Phase I

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__ on or before _____, 20__ and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore **September 15, 2023**.

Village of Genoa, Ohio - Owner

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

(Contractor)

(Authorized Signature)

(Printed Name and Title)

on this date: _____

TAX EXEMPTION CERTIFICATE

WAIVER OF LIEN

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned hereby waives, releases and relinquishes any and all claims, demands or rights of lien for all work and labor done or performed, and/or material, machinery or fuel furnished by the undersigned on or before _____, 20__ in and for the construction, alteration or repair of: 2023 Genoa Paving Program, Castle Ridge Phase I.

SIGNED: _____

(Print Name and Title)

(Company Name)

Sworn to and subscribed before me this _____ day of _____, 20__.

Public Notary

Village of Genoa

Supplemental Specifications for Asphalt Concrete Pavement

General. The requirements of the 2019 Edition of the State of Ohio, Department of Transportation, Construction and Materials Specifications (ODOT C&MS) as well as any supplemental specifications listed in the contract documents shall apply to this project, except as modified herein. Item 448.02, Density, does not apply. In the event of any discrepancy between these supplemental specifications and ODOT's CMS, these Village of Genoa supplemental specifications will take precedence.

Mix Design. Prior to commencing asphalt production for the project, submit an ODOT approved Job mix Formula (JMF) to the Village for review. This JMF may have been developed specifically for this project and approved or may be one previously approved by ODOT. Along with the JMF the contractor is to submit the accompanying copy of the ODOT JMF approval letter. Work performed without an approved JMF prior shall not be paid for and may, at the Village's discretion, require removal and replacement at the Contractor's expense. Slag materials shall not be used on this project.

Asphalt Concrete Mixing Plant. Submit a copy of ODOT approval letter of plant calibration, to the Village representative, prior to beginning of production.

Price Adjustments. Price adjustments will not be made for asphalt binder, aggregate, fuel, or steel price fluctuations.

Guarantee. Guarantee for a period of one year from the date of completion of the work that it is free from all defects due to faulty materials and/or workmanship. Promptly make corrections as may be necessary by the reason of such defects. The Village will give notice of observed defects with reasonable promptness. If repairs, adjustments or other work which may be necessary by such defects are not made, the Village may do so and charge the Contractor the cost thereby incurred. The contract bond is required to be in full force and effect through the guarantee period.

Cold Joints. Contractor shall furnish and apply asphalt cement or longitudinal joint sealer on all surface course cold joints. Rubberized crack sealer shall not be used. This cost shall be considered incidental to the project and is not a separate pay item.

Feathering Joints. In areas where the surface is required to be feathered to meet an adjoining surface, coat the existing surface uniformly with a thin coat of asphalt binder. The Contractor may choose to mill a butt joint instead. There shall be no additional payment for this work.

Project Joints. After the paving operation is complete, within three business days the contractor shall furnish and apply asphalt cement along cold joints, gutter curb edges, butt joints, and along concrete collars. The Village of Genoa may instruct the contractor to apply asphalt cement along rough longitudinal joints. Costs shall be included in the unit price for surface course, there shall be no additional payment for this work.

Planing/Milling. Contractor shall remove millings/grinding from the road as quickly as possible. The contractor shall plan their planing/milling operation in such a fashion that millings will be removed from the road, or placed in a windrow for the planer to remove on a pass, before the millings dry out. The creation of large dust clouds in neighborhoods due to inefficient clean up will not be permitted.

Contractor shall pave the intermediate course within three (3) business days of milling.

Driveway and Mailbox Approaches. Do not use private driveways to turn around. Extend asphalt concrete into and between all driveways and mailbox approaches a minimum of four (4) feet as or directed by the Village representative. Prepare existing surfaces as directed. Place Item 617 Compacted Aggregate in driveways with excessive drop offs prior to the conclusion of each day's work as directed by the Village representative.

Continuous Operation. Paving is to be a continuous operation. Regulate the speed of the paver to eliminate stops between loads. Transverse joints shall be minimized or avoided all together. Locations of transverse joints shall be subject to Village of Genoa approval.

Ambient Temperature. Do not place asphalt concrete when the air temperature is less than sixty (60) degrees F° unless waived by the Village of Genoa representative on site.

Wet Surfaces. Do not place asphalt concrete on wet surfaces. In the event of rain during the paving operation, only those trucks in route immediately after the rain has started will be permitted to unload.

Garbage Pickup. The Village of Genoa contracts with Waste Management to pick up residents' garbage every Monday, unless there is a Waste Management observed holiday. Contractor shall not pave the surface course on the same day in which there is trash pickup on the project streets, unless the garbage has already been picked up before the surface course paving starts.

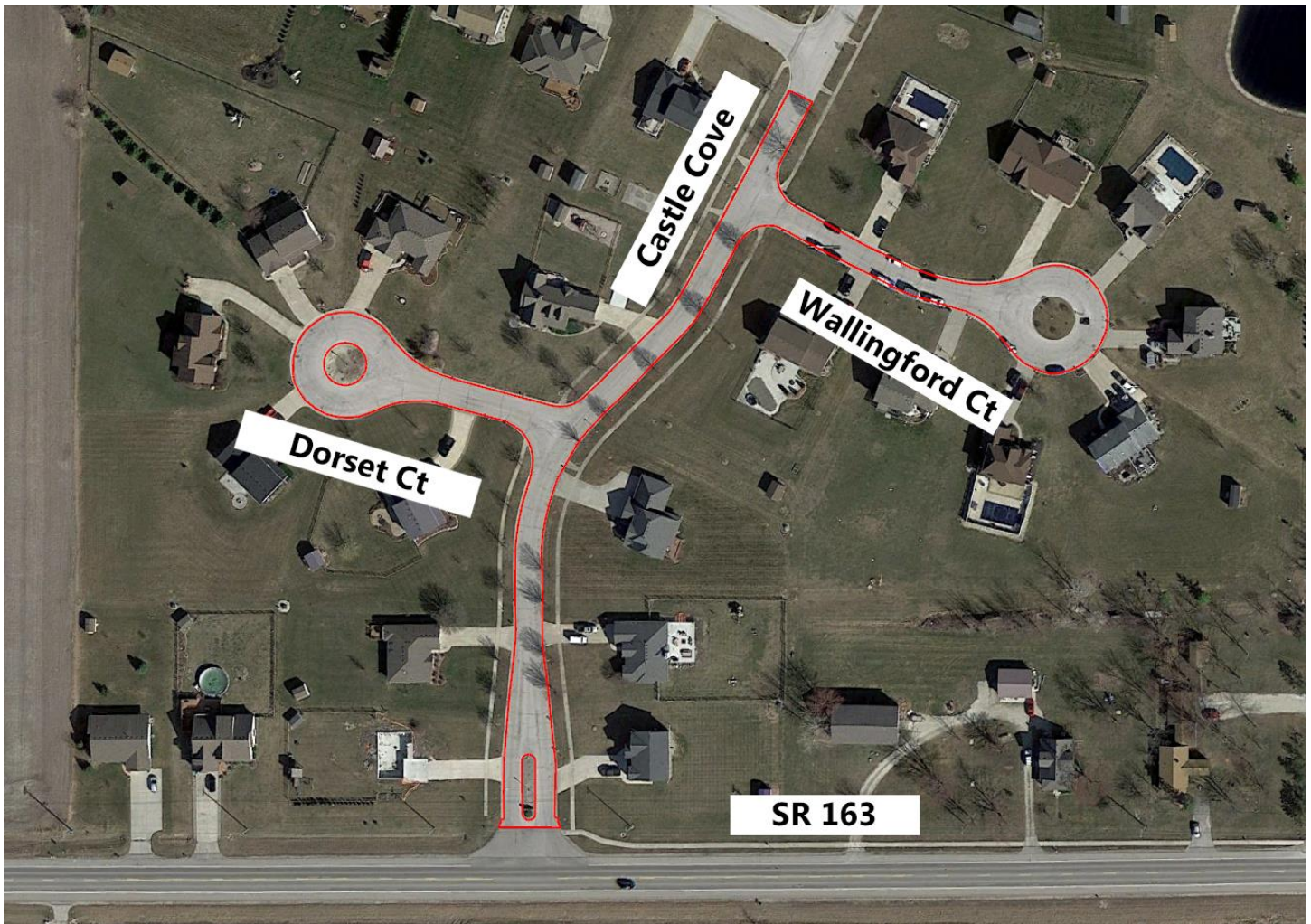
PROJECT DESCRIPTION

2023 GENOA PAVING PROGRAM, CASTLE RIDGE PHASE I

OVERVIEW: Planned scope of work includes resurfacing a section of Castle Cove, as well as all of Dorset Court, and Wallingford Court in the Castle Ridge Subdivision in Genoa, Ohio. Scope of work also includes approximately 2,557 SY of base repairs and planing along the gutter curb throughout the project area prior to resurfacing.

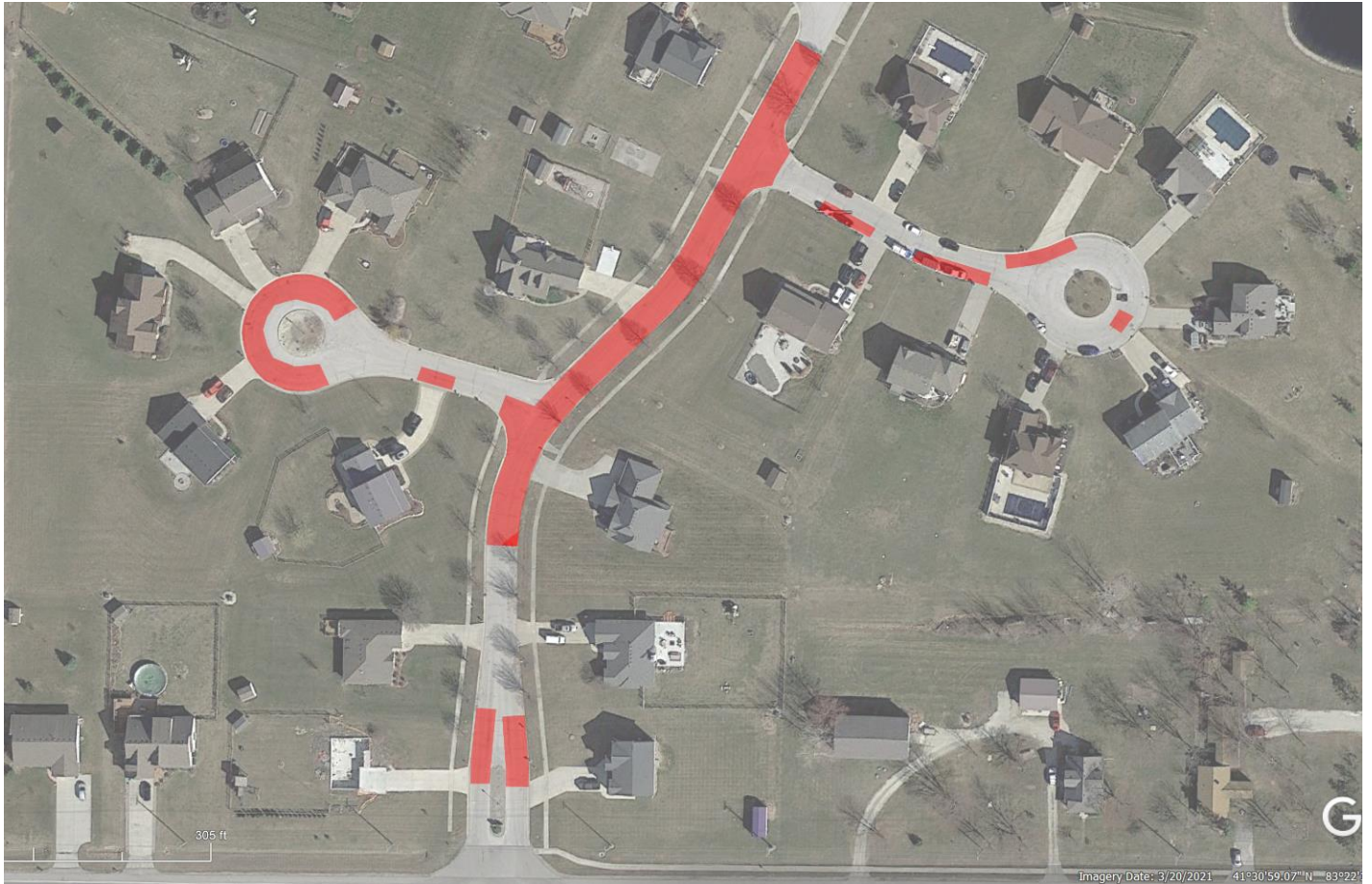
Anticipated commencement of work is 05/15/23 and anticipated completion of work is 09/15/23.

Project area to be resurfaced:



EXCAVATION, SUBGRADE COMPACTION, AGGREGATE BASE, ASPHALT CONCRETE BASE

Contractor to remove 16.5" on identified repair areas, approximately 2,557 SY. After rolling subbase, contractor shall furnish and install 12" #304, in two 6" lifts. Proof rolling costs should be included in aggregate bid item, this is not a separately paid item. Contractor to furnish and install 4.5" #301 Asphalt Concrete Base Course. This may be done in one lift. Finish grade to be flush with gutter curb, 2% slope to crown on full-width area. It is the intention of the Village of Genoa to mark all repairs a minimum of nine feet wide, "paver width," for efficient work.



Four core samples were taken in December 2022 and were as follows:

Core Sample Number	Asphalt Depth (Inches)	Aggregate Depth (Inches)
1	3.25	7.25
2	2.75	7.25
3	2.75	6.5
4	2.75	6.25

PAVEMENT PLANING, AS PER PLAN (AVERAGE DEPTH 0.63")

After #301 has been installed, contractor to mill along the gutter curb of the entire project area, removing 1.25" at curb and 0" on opposite side of the 6.5' mill drum. It is assumed the contractor will use a 6.5' mill, a contractor using a 4' mill will have to make two passes. For estimating purposes, an average depth of 0.63" was used. Village representative may elect to make two passes in the culs-de-sac areas for a more gradual cross slope.

There is approximately 2,848 LF of gutter curb edge to be milled. Approximately 72 tons of millings to be hauled away. The Village of Genoa will have a dump site available for these millings, if the contractor is not going to haul these millings somewhere else.

ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 1 (449), PG 64-22 (Average 0.50")

Contractor to furnish and install 0.5" leveling course on project area.

ASPHALT CONCRETE, SURFACE COURSE, TYPE 1 (449), PG 64-22 (1.25")

Contractor to furnish and install 1.25" surface course on project area. Contractor shall take great care to ensure that the finish grade is 0.5" above gutter curb grade, for positive drainage. Contractor to furnish and install AC along rough cold joints, gutter curb edges, butt joints, and along concrete collars.

MAINTENANCE OF TRAFFIC

Through traffic on Castle Cove must be maintained at all times. The Village of Genoa will notify the residents on Dorset Court and Wallingford Court that access to their driveways may be restricted during the day of base repair work, and during resurfacing.

MATERIAL QUANTITY ESTIMATES

Item Description	SY	Trackless Tack (0.08) (Gal)	Surf. Type 1 (1.25") (Tons)	Int. Type 1 (0.5") (Tons)	#301 (4.5") (Tons)	#304 (12") (Tons)
Surface Course	5,354	428	452	0	0	0
Int. Course	5,354	428	0	149	0	0
Repairs	2,557	0	0	0	639	1,705
TOTAL:		856	452	149	639	1,705