

Project Number: EL-1-2025

Program: Street Levy

County: Columbiana

Road Names: Various

Type: Resurfacing

**CITY OF
EAST LIVERPOOL**

Robert J. Smith, Mayor

EXACT ODOT PREQUALIFICATION NAME AND STREET ADDRESS MUST APPEAR BELOW

Submitted By: _____

Street: _____

City: _____

State: _____ **Zip Code:** _____

Contact Person: _____

Phone: _____

Federal Tax ID Number: _____

LEGAL NOTICE

Sealed bids will be received for the City of East Liverpool 2025 Street Paving Program by the City of East Liverpool, at the Office of the Mayor, City Hall Building, 126 West Sixth Street, East Liverpool, Ohio 43920 until 1:30 PM, Eastern Standard Time, Thursday, July 24, 2025, and then immediately thereafter opened and read aloud at said location for the following:

Project Number: EL-1-2025
Program: Street Paving
Construction Type: Pavement Resurfacing

Complete specifications are on file and available at: eastliverpool.com/city-department/mayors-office

For purposes of notifying bidders of addendums, upon downloading the documents, the bidder is required to contact the East Liverpool Planning Department at 330-385-5394 or email Planningdirector@eastliverpool.com to share necessary contact information for the bidders list.

Engineers estimate for this project \$ 316,680.00

Sealed bid envelopes shall be marked: **“Project Number: EL-1-2025, Street Paving. Be sure to include your name and address of the bidder also on the outside of the envelope.”**

Each bid must be accompanied by either: 1) a Bid Bond equal to Ten Percent (10%) of the bid amount, with a surety satisfactory to the owner; or, 2) by Certified Check, Cashier's Check, or Letter of Credit upon a solvent bank in the amount of not less than Ten Percent (10%) of the bid amount in favor of the owner. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the Bond.

Each bidder must submit evidence of experiences on projects of similar size and complexity. The Owner intends and requires that this project be completed no later than November 1, 2025.

Attention of bidders is called to all requirements contained in the bid documents, particularly to the Federal Labor Standards Provisions, Davis-Bacon Wages, insurance requirements, EEO provisions, including submission of a copy of bidder's EEO Policy/Affirmative Action Plan, and the requirement for a payment bond/performance bond of One Hundred Percent (100%) of the contract price.

Bidder may not withdraw its bid within Sixty (60) Days after date of bid opening. The owner reserves the right to waive any informalities or to reject any or all bids.

By order of:
Robert J. Smith, Mayor

ADVERTISE: The Review July 9, and July 16, 2025

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The following pages shall be added to the Contract upon award. Do not complete the following pages at this time.

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SECTION A
INSTRUCTIONS TO BIDDER

ITEM 1: RECEIPT AND OPENING OF BIDS:

The City of East Liverpool (herein called "Owner") invites bids on the bid forms attached hereto, all blanks of which must be appropriately completed. Bids will be received by the Owner at the office of: Mayor, City Hall Building, 126 West Sixth Street, East Liverpool, Ohio 43920 until 1:30 PM, Eastern Standard Time, Thursday, July 24, 2025, and then immediately thereafter opened and read aloud.

The envelope containing the bids must be sealed, addressed to: City of East Liverpool, 126 West Sixth Street, East Liverpool, Ohio 43920; and designated as: **"Project Number: EL-1-2025, Street Paving"**.

The Owner may consider informal any bid NOT prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within Thirty (30) days after the actual date of the scheduled bid opening.

ITEM 2: PREPARATION OF BID:

Each bid submitted must include, A) Bid on the prescribed bid form; B) Bid bond, a certified check or letter of credit; C) Non-collusion affidavit; and D) Statement on delinquent taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted. In case of discrepancies between written words and figures, the written word price shall govern.

Each bid must be submitted in a sealed envelope bearing A) name of the bidder; B) bidder's address; and C) name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope, addressed as specified in the bid form.

ITEM 3: TELEGRAPHIC MODIFICATION:

Any bidder may modify said bid by telegraphic communication at any time prior to the scheduled closing time of receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtraction, or other modification so that the final price or terms will not be known by the Owner until the sealed bid is opened.

ITEM 4: METHOD OF BIDDING:

The owner invites bids as indicated in the bid form. IF the lowest total responsive bid received exceeds the amount of funds available to finance the Contract, the Owner may: a) reject all bids; b) augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders; c) take the base bid less a number of items as listed on the proposal forms as to produce a

net amount which is within available funds.

ITEM 5: METHOD OF AWARD - LOWEST QUALIFIED BIDDER:

If at the time this Contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by Owner as available to finance the Contract, the Contract will be awarded on the base bid only.

ITEM 6: OBLIGATIONS OF BIDDER; PRE-EXAMINATION OF PROJECT SITE:

At the time of the opening of bids, it will be presumed that each bidder will have completed the following:

- a) Thorough review of project contract documents (including all addenda). Failure of a bidder to examine all forms, plans, or any other documents or omission of required information shall in no way relieve the bidder from any obligation in respect to their submitted bid.
- b) Inspection of the entire site of the proposed work to ascertain all circumstances and conditions affecting the construction, cost, and progress of the work, assuming all patent and latent risks associated therewith.
- c) Review all measurements and dimensions at the project site(s).
- d) **ALTHOUGH MEASURES ARE TAKEN TO CONTROL QUALITY OF RELEASED DOCUMENTS, ERRORS IN REPRODUCTION AND COLLATING SOMETIMES OCCUR. IT IS THE RESPONSIBILITY OF BIDDER TO CHECK CONTEXT OF PROJECT CONTRACT DOCUMENTS FOR ACCURACY AND IMMEDIATELY ADVISE WITH QUESTIONS OF ANY POSSIBLE DISCREPANCIES IDENTIFIED BY BIDDER.**

ITEM 7: QUALIFICATIONS OF BIDDER:

Owner may make any investigation, as Owner deems necessary, of bidder's qualifications to determine the ability of bidder to perform the work described in the Contract. At Owner's request, bidder shall furnish Owner any and all information required by Owner to conduct said review. Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out obligations of the Contract and to complete the work contemplated therein.

ITEM 8: BID SECURITY / BONDS:

- a) Each Bid must be accompanied by a BID BOND, payable to the Owner, duly executed by bidder as principal and having as surety thereon a surety company in the amount of Ten Percent (10%) of the bid. A certified check may be used in lieu of a bid bond.
- b) As soon as bids have been compared, Owner will return all bonds except the Three (3) lowest responsible bidders. When the Contract Agreement is executed, the bonds of the remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

ITEM 9: LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon the bidder's failure or refusal to execute and deliver the contract and bonds required within Five (5) days after bidder has received notice of bidder's bid acceptance, shall forfeit to Owner, as liquidated damages for such failure or refusal, the security deposited with bidder's bid.

ITEM 10: LIQUIDATED DAMAGES FOR DELAY IN TIME OF COMPLETION:

Bidder agrees to commence work on or before the date of commencement to be specified in the "Notice to Proceed", and to fully complete the project within the designated number of consecutive calendar days thereafter, also specified in the "Notice to Proceed". Bidder agrees to pay, as liquidated damaged, the sum of **Three Hundred Dollars (\$300.00)** for each consecutive calendar day thereafter as provided in the general conditions of contract.

ITEM 11: CONDITIONS OF WORK:

Bidder must understand fully the conditions relating to the construction of the project and the employment of labor. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

ITEM 12: ADDENDA AND REQUESTS FOR INTERPRETATIONS:

No verbal interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder. Every request for interpretation must be in writing, addressed to the Owner: c/o Planning Director, 126 West Sixth Street, East Liverpool, Ohio 43920. To be given consideration, requests for such interpretation must be received at least Five (5) days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or emailed to all prospective bidders (at the respective addresses or emails furnished for such purposes), not later than Three (3) days prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bidder's bid as submitted. All addenda so issued shall become part of the Contract documents.

ITEM 13: SECURITY FOR FAITHFUL PERFORMANCE / SURETY BOND:

Upon award of bid, simultaneously with the contractor's delivery of the executed contract, contractor shall furnish a surety bond(s) as security for faithful performance of the contract and for payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract, as specified in the general conditions of the contract. The surety on such bond(s) shall be a duly authorized surety company satisfactory to the Owner.

ITEM 14: POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

ITEM 15: WATER SUPPLY:

Any water needed for construction purposes, as well as the expense of having water conveyed about the work, must be provided by contractor, the cost of which shall be included in the unit prices stipulated for the various items of the work to be done under the Contract. Bid shall reflect costs for any and all water needs for the project. The source, quality and quantity of water furnished shall at all times, be satisfactory to Owner.

ITEM 16: SIGNATURE OF BIDDERS:

The firm, corporation, partnership or individual name of bidder must be originally signed in ink and where so indicated and required. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized and the seal of any corporation duly affixed. In the case of a partnership, the signature of at least one (1) of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the term "doing business as" or "sole owner". Bidder shall further state in the bid proposal the name and address of each person or corporation with an interest therein.

ITEM 17: NOTICE OF SPECIAL CONDITIONS AND SPECIFICATIONS:

Attention of bidder is particularly called to those parts of the Contract, documents and specifications which deal with the following:

- a. Insurance requirements
- b. Federal Labor Standards Provisions, including current Davis-Bacon Wage Rates reported as of Seven (7) days prior to Bid Submission
- c. Requirement for a payment bond and a performance bond for 100% of Contract price
- d. Requirement that all subcontractors must be pre-approved by the Owner
- e. Time for completion and liquidated damage requirements
- f. Safety standards
- g. Contractor's responsibility to obtain permits
- h. Affirmative Action and Equal Opportunity provisions

ITEM 18: ADDITIONAL OBLIGATIONS OF BIDDER UPON CONTRACT AWARD:

Upon Award of the Contract, but prior to execution of the final Agreement and Notice to Proceed, Contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice of Award
- b. Signed Contract
- c. Insurance Certificate(s) and/or policy(s)
- d. Performance Bond(s)
- e. Certification of Bidder regarding Equal Employment Opportunity (If over \$10,000)
- f. Certification(s) by all proposed subcontractors regarding Equal Employment Opportunity (If over \$10,000)
- g. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- h. Subcontractor(s) Certification(s) Concerning Labor Standards and Prevailing Wage Requirements

ITEM 19: FOREIGN CORPORATION/ CONTRACTOR; LAWS OF OHIO:

The definition of a Foreign Corporation/Contractor is a corporation/contractor incorporated under the laws of another state other than Ohio. No Contract shall be entered into with a foreign corporation or contractor until the Ohio Secretary of State has certified that such corporation or Contractor is authorized to do business in Ohio; until (if bidder so awarded the Contract is an individual or partnership) said individual or partnership has filed with the Ohio Secretary of State a Power of Attorney designating the Ohio Secretary of State as its agent for the purpose of accepting Service of Summons in any action brought under Section 153.05 of the Ohio Revised Code, or under Sections 4123.01 through 4123.94, inclusive of the Revised Code.

ITEM 20: INSURANCE COVERAGE / HOLD HARMLESS:

Bidder receiving Award of Contract, shall produce satisfactory evidence that there is personal liability and property damage insurance in force for entire period of the Contract, plus Ninety (90) days beyond the date of completion of the work. Said insurance coverage shall be in the amounts specified to save the Owner harmless from all claims for damages which may be caused to persons or property by Contractor's workmen or equipment. The cost of the premium for liability and property damage insurance as well as worker's compensation coverage shall be included in the bid total. The contractor shall be held liable for any and all damages whatsoever.

ITEM 21: RESTORATION & PROTECTION OF PROPERTY CORNERS:

Bidder acknowledges that, if awarded the Contract, contractor will be required as follows:

- a. Final payment will not be authorized until the contractor has removed all materials, equipment and all other debris from the project site.
- b. At the conclusion of the project, contractor must leave the work site and any or all adjacent roadways or adjoining areas in an acceptable manner or condition, satisfactory to Owner.
- c. Contractor shall cooperate in protecting and preserving any cornerstones, monuments, and any property markers that are within any roadway and/or within the limits of this project site. The contractor shall not start any grading or resurfacing until the project Architect/Engineer has referenced any and all known cornerstones, monuments or property markers in the area within the project site. Monuments, cornerstones and property markers unexpectedly encountered shall be protected, referenced and preserved in the same manner. Relocation work needed shall be performed under the supervision of an Ohio registered professional surveyor.
- d. The cost for repair, redetermination of location and replacement of any cornerstone, monument, or property marker within any roadway and/or within the limits of this project, which are damaged, destroyed or made inaccessible during the progress of the project work by the contractor or contractor's employees, in violation of these provisions, will be a charge deductible from any estimate payable on account of the work.

ITEM 22: STORAGE AND STOCKPILING OF MATERIALS:

All construction, as proposed along any City, Township, County, State, Federal roads, including storage and stockpiling of materials is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the contractor's responsibility to secure these work agreements, if deemed necessary. Copies of any work agreements shall be delivered to the project engineer and the Owner prior to any work beginning on the affected property.

ITEM 23: WORKDAYS AND PROGRESS SCHEDULES:

Contractors will be required to inform the project engineer as to the progression of work and the construction schedule. The successful bidder shall submit a work schedule for the project work engineer's approval prior to any work being done. Daily work shall be scheduled between normal working hours as approved by the project engineer.

ITEM 24: ADDITIONAL WORK:

Work that is not included in the construction documents shall not be performed, without the expressed written approval of the project engineer and Owner. The specifications and drawings for the project are complementary and are for the complete interpretation of the project work.

ITEM 25: MAINTENANCE OF TRAFFIC DURING PROJECT CONSTRUCTION:

Bidder acknowledges that during the project construction, contractors shall be responsible for maintaining traffic. No roadways shall be closed without approval of the Owner. All traffic control devices shall be supplied, erected and maintained by the contractor in accordance with all current requirements and or regulations of the Ohio Department of Transportation

ITEM 26: WORK STOPPAGE:

The project engineer, or any duly designated Inspector, shall have the authority to stop work whenever unsatisfactory work is being done by the contractor, until such time an agreement is reached between the project engineer and the contractor to correct the unsatisfactory work.

ITEM 27: WORK TO BE COMPLETED:

The successful bidder shall provide all required labor, construction equipment, materials, tools, safety equipment, supplies and transportation to satisfactorily complete this Project. The decision of the project engineer on all work shall be final and the contractor shall have no recourse.

ITEM 28: SUBCONTRACTS/SUBCONTRACTORS:

Bidder is specifically advised that any person, firm, or other party, to whom it proposes to award a subcontract under this Contract MUST:

- a. Be acceptable to Owner.
- b. Submit certification by proposed subcontractor regarding Equal Employment Opportunity. Approval of any proposed subcontractor. Award cannot be given by the Owner without proposed subcontractor submission of current certifications and/or any other evidence showing that compliance with any reporting requirements. Although bidder is not required to attach proposed subcontractors requested certifications to the bid proposal, bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract award.
- c. Owner reserves the right to reject any subcontractor prior to the notice to proceed.

ITEM 29: PERFORMANCE - DEFECTIVE MATERIAL:

All materials, equipment and appurtenances of any kind required for completion of the project work, in accordance with the intent of specifications, shall be completely satisfactory and acceptable regarding operation, performance and capacity. No approval, verbal or written, of any drawings, descriptive data or samples of such material, equipment and/or appurtenances, shall relieve contractor of responsibility to turn over a complete installation to the Owner in perfect working order and in complete conformance with drawings and specifications, for completion of the project. Any material, equipment or appurtenances, the operation, capacity or performance of which does not comply with requirements of drawings and specifications, or which is damaged prior to acceptance by the project engineer, will be held to be defective material and shall be removed and replaced with proper and acceptable materials, equipment and/or appurtenances or put in proper and acceptable working order, satisfactory to Owner.

ITEM 30: ONE (1) YEAR WARRANTY:

Unless otherwise indicated in Contract documents, upon completion of the project, contractor shall submit a single warranty stating that all portions of the project under the Contract are in accordance with Contractor requirements, perfect as to materials and workmanship for a period of One (1) year from date of final acceptance. Contractor shall further warrant that during the One (1) year period Contractor will repair all defective work and replace all defective materials furnished or installed under the contract, without cost to Owner.

ITEM 31: REMOVAL OF EQUIPMENT - \$300.00 PER DAY FINE:

Once the contractor's equipment has been moved to the project site and work has commenced, NO equipment shall be removed, until it is no longer needed to complete the proposed project. Failure to comply with this provision of the Contract will result in a Three Hundred Dollars (\$300.00) per day penalty to be deducted from contractor's payment.

ITEM 32: ITEMIZATION OF QUANTITIES:

Quantities itemized in Bids are approximate. The contractor shall be responsible for all final quantities.

ITEM 33: SUBMITTALS OF ODOT APPROVED ASPHALT MIX:

Material that has not been pre-approved by Owner shall not be installed. All submittals shall be in the required number of copies and in the format as directed.

ITEM 34: RECORD DRAWINGS:

As part of these requirements, a complete set of "as built" certified record drawings shall be prepared and delivered to the project engineer. **(Not applicable to this project).**

ITEM 35: TIME OF COMPLETION:

Bidder must commence work within **seven (7) days** from the date of the notice to proceed and bidder must complete work within the designated number of calendar days allotted for this project. All work must be completed by the date of completion.

ITEM 36: OHIO LAWS AND REGULATIONS:

Bidder's attention is called to all applicable Ohio state and local laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction and in effect at the time of this project. All laws, rules and regulations shall apply to the Contract throughout and will be deemed to be included and made part of this Contract as through fully written herein.

ITEM 37: CONFLICTING CONDITIONS RESOLUTION:

In the event of a conflict in terms, conditions, or requirements, the terms of the notice to bidders, instructions to bidders and all federal requirements shall prevail.

SECTION B

GENERAL CONTRACT CONDITIONS

ITEM 1: CONTRACT AND CONTRACT DOCUMENTS:

The project to be constructed pursuant to this contract will be financed with local paving funds and is subject to applicable State and Federal laws and regulations.

All applicable State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to contract throughout and will be deemed to be included in the Contract as though fully written herein.

The plans, specifications and addenda shall form part of this contract, and provisions thereof shall be as binding upon the parties hereto as if they are fully written herein. The table of contents, titles, headings, marginal notes, etc. contained herein and in said contract documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ITEM 2: PERFORMANCE BONDS AND PAYMENT BONDS:

Simultaneously with the successful bidder's delivery of the executed contract, contractor shall furnish a surety bond or bonds as security for faithful performance of the contract and for payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract, as specified in the general conditions included herein. The surety on such bond(s) shall be from a duly authorized surety company satisfactory to the Owner. The bond(s) shall be for Ten Percent (10%) of the contract price. A payment bond and performance bond are required. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions and within the limits of State and local laws and regulations, the Owner may waive the requirement that the payment and performance bonds be underwritten by a surety company and may authorize in lieu thereof a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

**ITEM 3: SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS
DAVIS-BACON ACT FOR MINIMUM HOURLY WAGE RATES:**

If the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of the most current prevailing rates of wages can be found at: <http://beta.SAM.gov> and some are included in this Bid Package.

The bid cost must be calculated based on Davis-Bacon Wage Rates at the current published rate. If an update is published up to seven (7) days prior to bid submission, it will be provided to each bidder as an "Addendum". Any proposal not reflecting the current published wage rate will be disqualified.

As soon as contractor begins performance under the Contract, the contractor and each subcontractor who is subject to this Contract shall supply the project engineer with a work schedule of all dates on

which contractor or subcontractor is required to pay wages to employees. Contractor or subcontractor shall also deliver to the project engineer any and all payroll information, including job classifications, fringe benefits and payroll deductions needed for payroll certification. The certification of each payroll shall be executed by the contractor or subcontractor or duly appointed agent thereof and shall verify and confirm that the payroll is correct and complete and that the wage rate shown is not less than those required by current Federal Labor Standards.

ITEM 4: EQUAL EMPLOYMENT OPPORTUNITY POLICY-AFFIRMATIVE ACTION PLAN:

During the performance of this Contract, contractor agrees as follows:

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

1) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship

2) Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ITEM 5: INSURANCE:

A. Contractor shall **not** commence any work under the Contract until all insurance requirements have been obtained, and such insurance has been approved and verified by Owner. Contractor shall **not** allow any subcontractor to commence work on any subcontract until all similar insurance required of each, and every subcontractor has been obtained and approved. Approval of insurance by Owner shall not relieve or decrease the liability of contractor or any subcontractor hereunder.

B. Subject to the approval of the Owner, contractor shall file with the Owner all certificate(s) of insurance as necessary to document the insurance coverage required hereunder and receipt of any additional forms/documentation requested, prior to final execution of the Contract and issuance of the notice to proceed.

C. Contractor shall either: a) require each and every subcontractor to procure and maintain any and all subcontractor's liability and property damage of the type and in the same amounts as specified above for contractor during the life of the Contract; or b) insure the activities of any and all subcontractors on contractor's policy.

D. Contractor and Sub-Contractor Liability Insurance Requirements include:

1). During the term of the Contract, the contractor shall acquire and maintain bodily injury and property liability insurance under a standard comprehensive general/automobile liability policy, which shall provide and include coverage on all contractor's operations, contractor's protective

(Sublet) liability, contractual liability, completed operations liability, owned automobiles and non-owned and hired automobiles.

2) Property damage liability insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

3) Bodily injury liability limits shall be for an amount of no less than **One Million Dollars (\$1,000,000)** for injuries, including wrongful death to any each person subject to the same limit for each person, in an amount of not less than **Two Million Dollars (\$2,000,000)** on the account of any one occurrence.

4) Property damage liability insurance shall be in an amount of not less than **Two Hundred Fifty Thousand Dollars (\$250,000)** per occurrence. General liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than **One Million Dollars (\$1,000,000)** aggregate for damage on account of all occurrences.

5) Any combination of underlying comprehensive general/automobile liability coverage with umbrella/excess liability coverage which provides no less than **Two Million Dollars (\$2,000,000)** single limit bodily injury and property damage liability insurance for the contractor will also be acceptable.

6) Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Worker's Compensation

During the term of the Contract, all contractors and subcontractors shall acquire and maintain worker's compensation insurance in full compliance with the current laws of the State of Ohio.

F. Builder's Risk Insurance

Each Contractor shall maintain insurance to protect the contractor and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with work, including materials delivered to project site but not yet installed.

G. The Policies, as listed above, shall contain all of the following special provisions:

1) The insurance company agrees that Thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice shall be mailed to **City of East Liverpool Planning Department, 126 west Sixth Street, East Liverpool, Ohio 43920.**

2) The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings, or their contents, or the work and property of others on the project site beyond the limits of injury and damage resulting from the negligent or faulty performance of the Contract by Contractor or by any subcontractor(s).

3) Each contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc. that contractor may be in any way involved in or connected with any part of the work of the contractor or subcontractor(s).

4) Prior to commencement of any work under this Contract, the contractor shall furnish One (1) copy of the declaration of insurance as evidence of coverage to Owner.

ITEM 6: SAFETY STANDARDS AND ACCIDENT PREVENTION:

With respect to all work performed under the Contract, contractor shall:

- A. Comply with the safety standards provisions of all applicable laws, building and construction codes.
- B. Always take every precaution for the prevention of accidents and the protection of persons (including employees) and property such as erecting barriers, blockades, lights, etc.
- C. Maintain, at a well-known place at the job site, all articles necessary for giving first aid for injuries and shall plan for the immediate removal to a hospital or doctor's care for people (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employee has made a standing arrangement for the removal of injured people to a hospital or a doctor's care.
- D. Maintain traffic and instill safety at the project site, lights, signs and barricades shall be used for vehicular and pedestrian traffic safety and to help prevent accidents during this Contract in accordance with the specifications.
- E. Danger Signals and Safety Devices: Contractor shall take all necessary precautions to guard against damage to property and injury to persons. Contractors, when applicable, shall install and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case contractor fails or neglects to take such precautions, Owner may have such lights and barricades installed and charge the cost of this work to contractor. Such action by Owner does not relieve contractor of any liability incurred under these specifications or contract.

ITEM 7: SUPERVISION AND SUPERINTENDENTS:

- A. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform work in accordance with the Contract documents. Contractors shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The contractor shall be responsible for seeing that the completed work complies accurately with the contract documents.
- B. Contractor shall always employ a competent resident superintendent at the project site during work progression. Said superintendent shall not be replaced without written notice to the project engineer, except under extraordinary circumstances. The superintendent will be the contractor's representative at the site and shall have authority to act on behalf of the contractor. All communications to the superintendent shall be as binding as if given to the contractor. Contractor shall provide competent, suitably qualified personnel to survey, layout and construct the work as required by the Contract. Contractors shall, always, maintain good discipline and order at the project site.
- C. Supervisor shall always be present and on the project site as required to perform adequate supervision and coordination of the work performed.

ITEM 8: HOLD HARMLESS, INDEMNIFICATION AND CLAIMS AGAINST CONTRACTOR:

Contractor shall indemnify and save Owner, or Owner's agent(s), harmless from all claims growing out of the lawful demands of any subcontractor's laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the work. The contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If contractor fails to do so, Owner may, after having notified contractor, either pay unpaid bills or withhold from contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this be construed to impose any obligations upon Owner to either contractor, contractor's surety, or any third party. In paying any unpaid bills of contractor, any payment so made by Owner shall be considered as payment made under contract documents by Owner to contractor and Owner shall not be liable to contractor for any such payments in good faith.

ITEM 9: SUBCONTRACTING:

A. Neither contractor nor Owner shall sell, transfer, assign or otherwise dispose of any right, title or interest therein, or obligations thereunder.

B. Contractor shall not sublet, sell, transfer or assign any portion of Contract, without expressed written consent of Owner or Owner's designated agent. When such consent is given by Owner, contractor will be permitted to sublet a portion of the Contract, but shall perform with contractor's own organization, work amounting to no less than Fifty percent (50%) of the total Contract cost, except that any item designated in the Contract before computing the amount of work required to be performed by contractor with contractor's own organization. No subcontract, or transfer of Contract, shall in any way release contractor of contractor's liability under the Contract plus all bonds.

C. Contractor shall not award work to any subcontractor(s) without prior expressed written consent and approval of Owner. Contractor shall be fully responsible to Owner for the acts and/or omissions of any subcontractor(s), and of persons either directly or indirectly employed by them, as contractor is for the acts and omissions of persons directly employed by contractor.

ITEM 10. CHANGE OF WORK / CHANGE ORDERS:

A. At any time during the progress of the project, Owner reserves the right to such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and any alterations shall not invalidate the contractor nor release the surety, and contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract.

B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.

C. No changes in work covered by the approved Contract shall be made without having prior

written approval of Owner.

ITEM 11: TIME FOR COMPLETION; LIQUIDATED DAMAGES:

A. The commencement date and the completion date are essential conditions of the Contract. The Contract completion date for this project shall be a designated number of consecutive calendar days following the commencement date which will be outlined in the written "Notice to Proceed".

B. If Contractor shall fail to complete the work before the completion date, or any extension granted by Owner, contractor will pay to Owner for liquidated damages of **Three Hundred Dollars (\$300.00) for each calendar day** that contractor shall be in default.

ITEM 12: COMPLETION OF WORK; GUARANTEE PERIOD:

A. For a period of **One (1) Year** from the date of completion, contractor warrants and guarantees all materials, equipment and work performed that it is free from all defects due to faulty materials or workmanship. The contractor shall promptly make corrections as may be necessary by reason of such defects. The owner will give notice of observed defects with reasonable promptness.

If contractor fails to make repairs, adjustments or other work which may be made necessary by said defects, Owner may make the repairs and charge contractor the cost thereby incurred. The contract bond shall remain in full force and effect throughout the guarantee period.

B. When the work, including work performed by any subcontractor(s), is completed, the project site shall be cleared of all rubbish and debris caused by the construction. Any and all temporary structures, trailers, tool sheds, surplus materials and any equipment shall be removed and the project site left in a neat and presentable condition.

ITEM 13: TERMINATION OF CONTRACT:

After **Ten (10) Days** from delivery of a written notice to contractor, Owner, without cause and without prejudice to any other right or remedy, may elect to *terminate* the Contract. In such a case, contractor shall be paid for all work executed and any expense sustained, plus reasonable profit, unless such termination was due to the act or conduct of the contractor.

ITEM 14: PAYMENT TO CONTRACTOR:

A. Payment to the Contractor shall be made by Owner upon receipt and approval of the submitted work invoice or pay request along with employee wage rate forms.

B. Owner, or Owner's agent or representative, shall certify on the pay request the approval of the completed work prior to Owner issuing payment to contractor. A turn-around time of **20-30 days** can be expected before said funds are paid to the contractor.

ITEM 15: CONFLICT OF INTEREST:

A. Interest of Local Public Officials: No member of the governing body of the locality and no other officer, employee, agent, or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this bid contract. The contractor shall take appropriate steps to ensure compliance.

B. Interest of Contractor and Employees: Contractor covenants that contractor presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of contractor's services hereunder. Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

C. Records and Audits: Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for Three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City.

ITEM 16: DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIMS PROCESS:

A. Dispute Resolutions and administrative claims are to follow the City Policy as detailed in City Ordinance No. 57, 2021. A copy of Ordinance 57, 2021, will be made available upon request.

SECTION C
CALCULATION OF QUANTITIES
And Work Description

Maine Boulevard

Limits: Beginning at end of Mckinnon for 1,250 LF east, just past the high school's 1st entrance.
(1.5" Planing: 1.5" Surface Course)
(1,250' x 24') = 30,000 Sq.Ft.; 3,334 Sq. Yd.
1 Butt Joint

McKinnon Avenue

Limits: Beginning at approximately 200 LF east of St. Clair Avenue for 890 LF to Anderson and Mckinnon intersection.
(3.0" Planing: 1.5" Intermediate Course; 1.5" Surface Course)
(890' x 30') = 26,700 Sq.Ft; 2,967 Sq.Yd.
1 Butt Joint

Orchard Grove

Limits: Beginning at approximately 355 LF east of Jennings Avenue for 170 LF to the Anderson Blvd intersection.
(3.0" Planing: 1.5" Intermediate Course; 1.5" Surface Course)
(170' x 30') = 5,100 Sq.Ft; 567 Sq.Yd.
2 Butt Joints

Washington Street

Limits: Between 4th Street and 5th Street
(3.0" Planing: 1.5" Intermediate Course; 1.5" Surface Course)
(275 x 36) = 9,900 Sq.Ft.; 1,100 Sq. Yd.
2 Butt Joints
Thermoplastic Parking Stall Markings 133 LF.
Thermoplastic Center Line 0.052 Miles

Washington Street

Limits: Between 5th Street and 6th Street
(3.0" Planing: 1.5" Intermediate Course; 1.5" Surface Course)
(230 x 36) = 8,280 Sq.Ft.; 920 Sq.Yd.
2 Butt Joints
Thermoplastic Parking Stall Markings 357 LF

Total Project Area: 79,980 Sq.Ft.; 8,887 Sq.Yds.

Total Area for 1.5-inch depth asphalt planing: 30,000 Sq.Ft.; 3,334 Sq.Yds.
(Maine Blvd.)

Total Area for 3-inch depth asphalt planing: 49,980 Sq.Ft.; 5,553 Sq.Yds.
(McKinnon, Orchard, and Washington St.)

Quantity Calculations:

Item 254 Pavement Planing

0-to-1.5-inch pavement depth (Maine Blvd.) 3,334.0 Sq.Yds.

0-to-3.0-inch pavement depth 5,553.0 Sq.Yds.

Item 254 Butt Joints 8 Each

Item 407 Tack Coat on planned surface @ 0.075 Gal/Sq.Yd..

(8,887 Sq.Yd.) x (0.075 Gal/Sq.Yd.) = 666.5 Gal. Rounded to 667.0 Gal.

Item 407 Tack Coat on top of intermediate course @ 0.04 Gal/Sq.Yd.

(5,553 Sq.Yd.) x (0.04 Gal/Sq.Yd.) = 222.1 Gal. Rounded to 223.0 Gal.

Item 441 Asphalt Concrete Intermediate Course

Type 2, PG-64-22, @ 1.50 inch depth

((49,980.0 Sq. Ft.) x (1.5 inches/12))/27 = 231.4 Cu.Yd. Rounded to 232.0 Cu.Yd.

Item 441 Concrete Surface Course

Type 1, PG-64-22, @ 1.50 inch depth

((79,980.0 Sq. Ft.) x (1.5 inches/12))/27 = 370.3 Cu.Yd. Rounded to 371.0 Cu.Yd

BID ITEM TABULATION SHEET

ITEM NO.	ESTIMATED QUANTITY	UNIT	ITEM DESCRIPTION	UNIT BID PRICE	BID AMOUNT
254	5,553	SQ. YD.	Pavement Planning 3"		
254	3,334	SQ. YD.	Pavement Planning 1.5"		
254	8	Each.	Butt Joints		
407	667.0	Gallon	Tack coat @ 0.075 gal./Sq. Yd.		
407	223.0	Gallon	Tack coat 0.04 Gal/Sq. Yd.		
441	232.0	CU. YD.	Asphalt Concrete Intermediate Course Type 2 PG-64-22, @ 1.5"		
441	371.0	CU. YD.	Asphalt Concrete Surface Course Type 1 PG-64-22, @ 1.5"		
614	Lump Sum	Lump	Maintaining Traffic	Lump	
624	Lump Sum	L.S.	Mobilization	Lump	
644	490	Foot	Parking Stall Markings		
644	0.052	Mile	Center Line		
690	1,000	Pound	Miscellaneous Metals		
103.05	Lump Sum	L.S.	Bond & Insurance Premiums	Lump	
TOTAL AMOUNT BID					

Bid Sheet

Enter your Bid Amount Below:

Total Amount Bid: _____
(Numerical Format)

Total Amount Bid: _____
(Written Format)

CERTIFICATION OF BID AND WARRANTY

To the City of East Liverpool: The undersigned, having full knowledge of the sites and specifications for the proposed improvements and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the proposal, specifications and completion date, and to accept the unit prices specified for each item as full compensation for the work in this proposal. The undersigned further agrees to provide a one-year warranty on the work from the date of final acceptance and shall replace or repair any defective work or materials at no cost to the City of East Liverpool.

I further understand this Bid will be awarded based upon the bid amount provided herein.

Date

Signature

Printed Name

Title of Officer Signing

Name of Company

Federal Tax ID Number

Please enter your estimated start date: _____

SECTION D

Supplemental Specifications

ITEM 1: PREQUALIFICATION:

A. Each Bidder must be prequalified with the Ohio Department of Transportation's Office of Contracts, Contractor Qualification Section at the time of bid, at the time of award, and through the life of the contract. The following are specific ODOT WT Codes that will be performed on this project for which the Bidder and/or any pertinent subcontractors performing the associated WT Code work must be pre-qualified: WT Code 9, 10, 11, 12, 13, 15, 16, 17, 45. **A copy of your ODOT Qualification Certificate shall be included with the bid.**

B. Ohio Infrastructure bond program rules and regulations regarding this work shall be strictly adhered to. (ORC Chapter 164) All Bidders shall have an equal employment opportunity policy or an affirmative plan of action in effect. **A copy of your policy or plan shall be included with the bid.**

ITEM 2: APPROXIMATE QUANTITIES:

Quantities in the bid sheet "Estimated Quantity" column are an approximate estimate and are only included to determine the low bidder. The bidder hereby agrees to accept payment in full at the unit price bid for the actual quantities used in the process of completing the work. The actual quantities used shall be determined from material slips, weight tickets, etc.

ITEM 3: SPECIFICATIONS:

State of Ohio, Department of Transportation Construction and Material Specifications (CMS) latest edition shall govern this improvement along with any referenced ODOT supplemental specifications, plan sheet notes and this proposal. All references in the CMS to the State of Ohio and its Officials shall be understood to be the Owner and the corresponding city officials.

ITEM 4: ALTERATIONS:

A. The Owner reserves the right to add or delete any work or part thereof or change the rate of application of materials. The resulting changes will be either added to or deducted from the final estimate.

B. No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from the alteration of estimated quantities or deletion of any part of this work.

ITEM 5: SUPERVISION:

The Owner will have a field inspector for all work performed under this Contract. The contractor shall always have a competent representative at the work site **when work is being performed**. It shall be the representative's responsibility to contact the inspector each day to coordinate the work and material release from the plant.

ITEM 6: ORDERING: No material shall be released at the plant without prior approval from the city inspector. Approval must be given each day and will be given to the contractor's representative when he contacts the city inspector to coordinate that day's work.

ITEM 7. SCOPE OF WORK:

This proposal consists of furnishing the estimated quantities of material indicated within this proposal in place, at the locations specified. Work is to include but may not be limited to pavement planing, placing a Type 2, (441) asphalt concert intermediate course followed by a Type 1, (441) asphalt surface course.

ITEM 8. MATERIAL TESTING:

A. Samples will be collected during the daily production of each type of material. Random samples will be forwarded to a laboratory for analysis. The Contractor's Job Mix Formula (JMF) shall be provided to the laboratory for verification of samples. The remaining samples shall be identified and saved for future reference.

B. Payment for the daily production of each type of material will be based on the test results of the samples analyzed.

C. In the event the Contractor questions the test results, a written request for the additional samples collected may be made to the engineer. The contractor may use the additional samples for further testing at a laboratory approved by the engineer. The payment factor shall then be based on the average of all samples evaluated. The additional testing shall be done at the contractor's own expense.

ITEM 9. JOINTS:

A: All pavers shall be equipped with an automatic joint maker and shall be used in making longitudinal joints. Longitudinal joints shall be staggered between courses. All longitudinal and transverse joints shall be in accordance with ODOT specifications.

B. Butt Joints shall consist of cold milling the existing bituminous pavement wearing surface at all starting points, stopping points, and disposing of the cuttings in accordance with the specifications. The wearing surface shall be removed for a minimum width of two feet, unless directed otherwise by the city inspector. The depth of the removal at starting and stopping points shall be equal to the thickness of the new wearing surface that will be placed. The surface shall not be removed unless the paving is ready to begin within 24 hours.

ITEM 10: TACK COAT:

An asphalt tack coat shall be placed on all existing roadway surfaces and intermediate courses.

ITEM 11: 448 ASPHALT CONCRETE:

The contractor shall submit an ODOT approved job mix formula (JMF) for each mix used on the project.

ITEM 12: PAVEMENT PLANING:

This work shall consist of cold milling the existing bituminous pavement at various depths. Pavement planing shall be completed in accordance with ODOT Specifications. The surface shall not be removed unless the paving is ready to begin within 24 hours. Warning signs shall be placed at all removal locations. Payment for the signs shall be included in Item 614 - Maintaining Traffic.

SAFETY ACKNOWLEDGMENT

Section 107.01 of ODOT's Construction and Materials Specifications requires, among other things, compliance with Chapter 4123:1-3 of the Ohio Administrative Code entitled "Specific Safety Requirements of the Industrial Commission of Ohio relating to Construction" effective November 1, 1979, and with the "Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926".

I understand the above-mentioned requirements and agree to abide by them during this work. I acknowledge that abiding by these rules and policies is a condition of the Contract and that the City of East Liverpool representatives can halt work on this project and/or remove us from the site for infractions of it.

I further understand the complex issues involved in coordinating work on a multi-employee site and agree that all safety issues will be closely supervised. I will also be responsible for all areas under my, or my subcontractors, control.

Project: EL-1-2025

Company: _____

Representative: _____

In consideration of the award of this contract, the above statement shall be incorporated into said contract as a covenant of the undersigned.

By: _____
(Signature)

(Title)

State of: _____, County of: _____:

Sworn to before me and subscribed in my presence this _____ day of _____, 2025.

(Seal)

Notary Public

NON-COLLUSION AFFIDAVIT

State of: _____, County of: _____:

I, _____, as _____,
(Name) (Title)

Being duly sworn, do depose and say:

That _____
(Name of Company, Corporation, Partnership, etc...)

In accordance with Title 23, United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, under penalty of perjury and under other such penalties as the law provides, that the bidder, bidder's agents, or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

By: _____
(Signature)

(Title)

Sworn to before me and subscribed in my presence this _____ day of _____, 2025.

(Seal)

Notary Public

To report bid rigging activities call: 1-800-424-9071

U.S. Department of Transportation (DOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

"Hotline" provided is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Bidder's Certification of
Unresolved Finding for Recovery

In accordance with ORC 9.24 the City must verify that the successful bidder has not been issued an "Unresolved Finding for Recovery" by the State of Ohio Auditor's Office. East Liverpool will verify this information through a certified search of the State of Ohio Auditor's "Finding for Recovery" database.

In accordance with ORC 9.24, the low bidder is hereby notified that an "Unresolved Findings for Recovery" shall make your bid invalid.

The undersigned on behalf of _____
(Bidder's Name)

hereby certifies that the Bidder is (check whichever of the following applies):

_____ Not charged with an "Unresolved Finding for Recovery".

_____ Charged with an "Unresolved Finding for Recovery".

In consideration of the award of this proposal, the bidder understands and agrees that the above statement shall be incorporated into said contract as a covenant of the undersigned. Bidder further agrees that the Auditor of State Certified Search result shall also be incorporated into this contract.

(Signature)

(Print)

(Title)

State of: _____, County of: _____:

Sworn to before me and subscribed in my presence this _____ day of _____, 2025.

(Seal)

Notary Public

Campaign Contributions Limitations Certification
ORC 3517.13 (I)(3) & (J)(3)

I, the undersigned, on behalf of the bidder identified below, hereby certify that, within the previous twenty-four months no person identified below, as an individual and while in a position described below, has made one or more contributions totaling in excess of one thousand dollars (\$1,000.00) or by a combination of givers totaling more than two thousand dollars (\$2,000.00) to the holder of the public office having ultimate responsibility for the award of the subject contract or to the public officer's campaign committee.

Said persons are:

- a) The individual owner if the Bidder is a sole proprietorship; or
- b) Each partner or owner if the Bidder is a partnership; or
- c) Each shareholder, if the Bidder is an unincorporated business or an association, including without limitation a professional association, estate, or trust; or
- d) Each owner of more than 20% of a Bidder that is a corporation or business trust; and
- e) Each spouse of any person identified in (a) through (d) above; and
- f) Any combination of said persons in case of the two thousand dollars (\$2,000.00) limitation.

Signed this _____ day of _____, 2025.

Bidder Name: _____

Printed Name: _____

Signed Name: _____

Title: _____

State of: _____, County of: _____:

Sworn to before me and subscribed in my presence this _____ day of _____, 2025.

(Seal)

Notary Public

NON-DELINQUENT TAX AFFIDAVIT ORC 5719.042

TO: City of East Liverpool
126 West Sixth Street
East Liverpool, Ohio 43920

The undersigned, on behalf of _____, being duly sworn and having been awarded a contract by the City of East Liverpool for the: EL-1-2025 Paving Project, hereby states that at the time our bid was submitted we were:

(Check whichever statement applies)

_____ Not charged with any delinquent personal property taxes on the general tax list of personal property in Columbiana County.

_____ Charged with delinquent personal property taxes on the general tax list of personal property in Columbiana County. The amount of such due and unpaid delinquent taxes along with any unpaid penalties and interest is \$_____. (If this statement is checked a copy of this document will be sent to the Columbiana County Treasurer within 30 days of the date of its submission.)

In consideration of the award of the above contract, the above statement shall be incorporated in said contract as a covenant of the undersigned.

By: _____
Signature

Name: _____
Print

Title: _____

State of: _____, County of: _____:

Sworn to before me and subscribed in my presence this _____ day of _____, 2025.

(Seal)

Notary Public

Ohio Department of Public Safety - Division of Homeland Security

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION:

This form serves as a declaration of the provisions of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List.)

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purpose of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel transportation, and other physical assets, except medicine or religious materials.

Last Name	First Name	Middle Initial	
Home Address			
City	State	Zip	County
Home Phone		Work Phone	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Business/Organization Name			
Business Address			
City	State	Zip	County
Phone Number		Fax Number	

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code, for each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
_____ Yes _____ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
_____ Yes _____ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
_____ Yes _____ No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
_____ Yes _____ No
5. Have you committed an act that you know, or should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
_____ Yes _____ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
_____ Yes _____ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed, and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page one of this declaration.

Signature

Date

AFFIDAVIT OF CONTRACTOR, OR SUPPLIER, OF
NON-DELINQUENCY OF PERSONAL PROPERTY TAXES
ORC Sec. 5919.042

STATE OF OHIO)
) SS:
COLUMBIANA COUNTY)

TO: _____

The undersigned contractor, being first duly sworn, having been awarded a bid contract for the City of East Liverpool, Ohio, hereby states that said contractor was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in the City of East Liverpool, and that said contractor was not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the bid contract, the above statement is incorporated in said Contract as a covenant of the undersigned.

SIGNATURE OF CONTRACTOR

Title: _____

Sworn to before me, a Notary Public, in my presence by _____, this
_____ day of _____, 2025.

(SEAL)

NOTARY PUBLIC
My Commission Expires: _____

OHIO PUBLIC EMPLOYEES' RETIREMENT SYSTEM
(OPERS) ACKNOWLEDGEMENT

ORC Sections 145.037 and 145.038

TO ALL PERSONS COMPLETING THIS FORM:

PLEASE BE ADVISED THAT YOU ARE CLASSIFIED BY THE CITY OF EAST LIVERPOOL, OHIO, AS AN "INDEPENDENT CONTRACTOR" AND NOT AS A "PUBLIC EMPLOYEE". NO CONTRIBUTIONS WILL BE MADE TO THE OHIO PUBLIC EMPLOYEE'S RETIREMENT SYSTEM FOR YOUR SERVICES HEREIN.

(This OPERS Acknowledgement Form shall be completed and incorporated into all personal services Contracts with the City of East Liverpool, Ohio. A copy of this Form, once completed, must be submitted to the city Auditor's Office.)

INSTRUCTIONS:

1. All Business Entities employing **Five (5) or more employees** must complete the Section below only and ignore the attached "OPERS Independent Contractor/Worker Acknowledgement" Form. "Business Entity" means any entity that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business.
2. All other individuals, and business entities employing **less than five (5) employees**, must have all employees, who are providing services to Columbiana County pursuant to this Bid Contract, must complete the attached "OPERS Independent Contractor/Worker Acknowledgement" Form (make additional copies as needed), and ignore the Section below.

***This Section ONLY to be completed by business entities employing
Five (5) or More employees:***

I, _____ (printed name), hereby acknowledge and agree that all individuals employed by _____ (print name of business entity) who are providing services to the City of East Liverpool, Ohio, pursuant to this bid contract are not public employees of the Ohio Public Employees Retirement System (OPERS).

DATE: _____

SIGNATURE

TITLE: _____

EXECUTION OF PROPOSAL AND CONTRACT CERTIFICATION

Upon acceptance of the proposal for said work I do hereby bind the below referenced company to enter a written contract with the City of East Liverpool, Ohio within ten (10) days from the date of notice of award.

Further, I acknowledge that I am fully aware of the site, proposal and specifications for the above improvement and the conditions of this proposal, and I hereby agree to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications, warranty, and completion dates, and to accept the unit prices specified for each item as full compensation for the work in this proposal.

Further, by my signature on this proposal I certify, under penalty of perjury and under other such penalties as the laws of the State of Ohio and the United States of America provide, that neither I nor anyone in my company or agent thereof has violated Title 23 United States Code, Section 112 Non-Collusion Affidavit, and I further certify, except as previously noted under penalty of perjury and under other such penalties as the laws of the State of Ohio and the United States of America provide, that I, the company, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds are in compliance with the aforementioned Certification Against Debarment and Suspension Clause.

Date

Signature

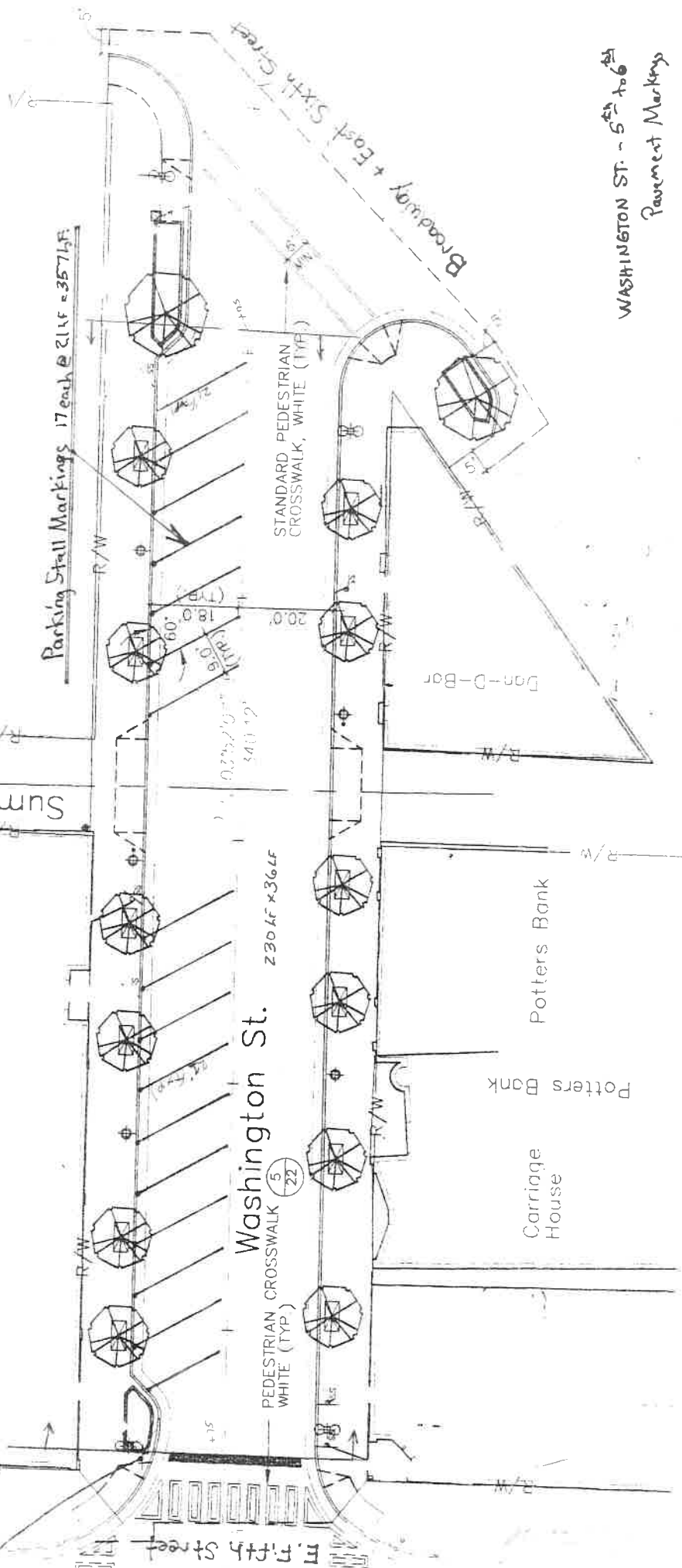
Printed Name

Title of Officer Signing

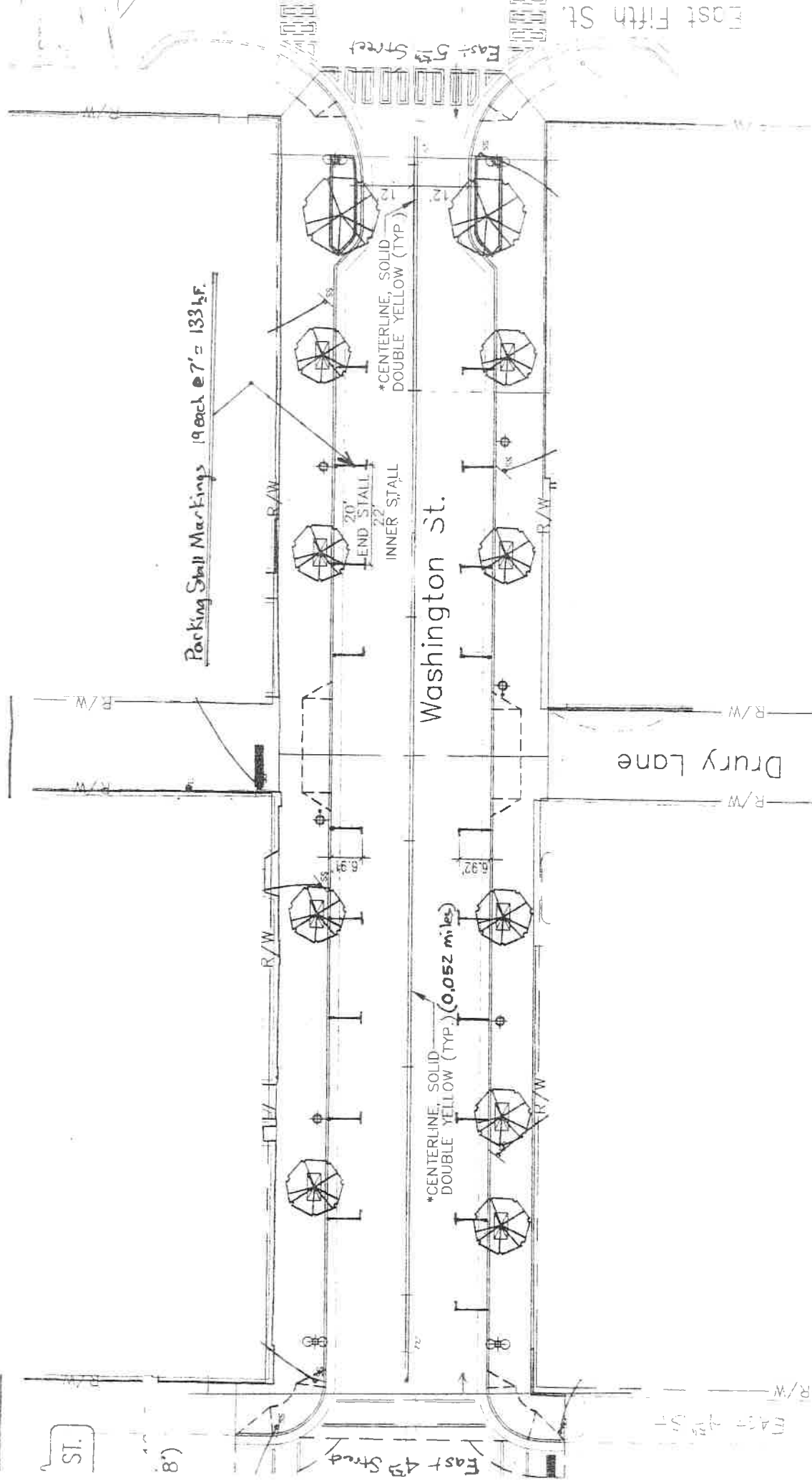
Name of Company

Federal Tax ID Number

2.70



WASHINGTON ST. - 5th to 6th
Pavement Markings



WASHINGTON St. 4th - 5th
Pavement Markings

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into this _____ day of _____, 2025, by and between the **City of East Liverpool, Ohio**, hereinafter referred to as "Owner"; and, _____, hereinafter referred to as "Contractor", for the considerations stated herein, and mutually agree as follows:

ARTICLE 1: STATEMENT OF WORK

As outlined more completely within the bid documents, the contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the Bid Project, referred to as: "EL-1-2025".

Contractor will also perform and complete any and all supplemental work in strict accordance with the contract documents, including all addenda thereto, which shall be identified as:

Addendum Number _____, dated _____
Addendum Number _____, dated _____

ARTICLE 2: CONTRACT PRICE

Owner shall pay the contractor for the total quantities of work performed at the unit prices stipulated in the bid proposal for the respective items of work completed, for the sum of

_____, (\$ _____),
subject to any and all additions and/or deductions approved by project engineer.

ARTICLE 3: CONTRACT DOCUMENTS

The executed complete Contract Documents shall consist of the following:

- A. Signed Contract
- B. All Addenda to Contract
- C. Invitation to Bids
- D. Instructions to Bidders
- E. Signed Copy of Bid
- F. General Contract Conditions
- G. All Special Conditions
- H. Technical Specifications
- I. Engineer's Drawings & Plans

ARTICLE 4: PERFORMANCE AND PAYMENT BONDS

Attach the approved form of the statutory surety bond(s) to ensure the performance of this contract and payment of labor and materials. In addition to the corporation signatures of the surety company on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act with the State of Ohio.

This contract, together with all additional contract documents which are as fully a part of the contract as if attached or rewritten herein, forms the formal contract between the Owner and the contractor.

OWNER:

CONTRACTOR:

CITY OF EAST LIVERPOOL, OHIO

(Name of Contractor)

BY: Robert J. Smith, Mayor

BY: _____
(Name of Authorized Signer)

DATE: _____

DATE: _____

CORPORATE CERTIFICATION OF CONTRACTOR (if applicable):

I, _____, certify that I am the _____ of
the Corporation named as Contractor within this Contract, and am duly authorized to sign on behalf
of said Corporation by its governing body and within the scope of its corporate powers.

DATE: _____

(Signature of Authorized Signer)

CONTRACTOR SHALL CHOOSE TERM MOST APPLICABLE:

_____ A Corporation, organized and existing under laws of the State of Ohio
_____ A Partnership, with _____
_____ An Individual, doing business as: _____

NOTICE OF AWARD

TO CONTRACTOR: _____

PROJECT DESCRIPTION: EL-1-2025

Owner has considered the bid proposal submitted by you on the bid date, _____ 2025, for Project EL-1-2025, in response to advertisement for bids and instructions to bidders.

You are hereby notified that your bid has been ACCEPTED for items in the amount of

_____ (\$ _____).
You are required by the Instructions to Bidders to execute all contract documents and furnish the required contractor's bond(s), if applicable, and certificates of insurance within Ten (10) calendar days from the date of this notice of the award.

If you fail to execute the contract documents and furnish said bond within Ten (10) calendar days from the date of this notice of award, the Owner will be entitled to consider all of your rights arising out of the Owner's acceptance of your bid, as abandoned and as 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.

This Notice of Award is hereby dated this _____ day of _____, 2025

DATED: _____ BY: _____
Robert J. Smith, Mayor

ACCEPTANCE OF NOTICE OF AWARD

Receipt of this Notice of Award is hereby acknowledged on this _____ day of _____, 2025.

BY: _____
BIDDER (COMPANY NAME)

**YOU ARE HEREBY NOTIFIED THAT YOU ARE REQUIRED TO RETURN THE
SIGNED COPY OF THIS ACCEPTANCE OF NOTICE OF AWARD TO THE OWNER
WITH TEN (10) CALENDAR DAYS**

NOTICE TO PROCEED

TO CONTRACTOR: _____

PROJECT DESCRIPTION: EL-1-2025

You are hereby notified to COMMENCE WORK, in accordance with the signed Contract and all Contract Documents, on or before the _____ **day of** _____, **2025**, hereinafter referred to as "Commencement Date",

You are to COMPLETE WORK within _____ (_____) consecutive calendar days thereafter, hereinafter referred to as "Completion Date".

This Notice to Proceed is hereby dated this _____ day of _____, 2025

DATED: _____ BY: _____
Robert J. Smith, Mayor

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of this Notice to Proceed is hereby acknowledged on this _____ day of _____, 2025.

BY: _____
BIDDER (COMPANY NAME)

**YOU ARE HEREBY NOTIFIED THAT YOU ARE REQUIRED TO RETURN THE
SIGNED COPY OF THIS ACCEPTANCE OF NOTICE TO PROCEED TO THE
OWNER WITH TEN (10) CALENDAR DAYS**

CHANGE ORDER
(Make additional copies as needed)

CHANGE ORDER – NO. _____ DATED: _____

PROJECT: _____ CONTRACT NO. _____

1. The following changes are hereby made to the Contract Documents (attach documentation):

2. The following change is made to the Contract Price:

\$ _____	Original Contract Price
\$ _____	Previous Changes/Extras
\$ _____	New Change/Extra (+)
\$ _____	SUBTOTAL
\$ _____	Deductions (-)
\$ _____	NET CONTRACT TOTAL

3. The following Change is made to the Contract Completion Time: _____ The Contract Completion Time will be [increased] [decreased] by _____ Calendar Days, making the Date for Completion of all work _____.

4. _____ There will be NO Claims for damage resulting from this Change.
- _____ Claims for Damages resulting from this Change are anticipated for such Categories as and should not Exceed \$ _____.

CHANGE REQUESTED BY: _____ DATE: _____

CHANGE RECOMMENDED BY: _____ DATE: _____

CHANGE ACCEPTED BY: _____ DATE: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, Charles Payne, Law Director and the duly authorized and acting Legal Representative of the Owner, City of East Liverpool, Ohio, do hereby certify as follows:

1. I have examined the attached Contract Documents and Surety Bonds and the manner of execution thereof.
2. I believe each of the aforesaid Contract Documents has been duly executed by the proper parties thereto, acting through their duly authorized representative(s).
3. That said representative(s) have full power and authority to execute said Contract Documents on behalf of the respective parties named therein.
4. That the foregoing Contract Documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

DATED: _____

Charles L. Payne
Law Director

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, Marilyn Bosco, Auditor for the City of East Liverpool, Ohio, and the duly authorized and acting Financial Officer of the Owner, do hereby certify that the money to meet this Contract has been lawfully appropriated for the purpose of the Contract and is in the Treasury of the City of East Liverpool, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

DATED: _____

Marilyn Bosco
Auditor of City of East Liverpool

SEAL:

EVIDENCE OF CONTRACT SIGNATORY AUTHORITY

The Contractor shall indicate which of the following is the source of the signatory's authority to sign the Contract on behalf of the Contractor. The Contractor shall follow the instructions noted.

- _____ The party contracting is a sole partnership. Below the signature affixed on the Contract sheet, a sole partnership's owner shall write "sole owner" or "doing business as (name of Bidder)".
- _____ The party contracting is a partnership, and the party signing is one of the partners. Below the signature affixed on the Contract sheet, a signatory for a partnership shall write "member of the firm".
- _____ The party contracting is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing **is to be attached** to this Contract form. The resolution can be a general delegation of authority for signing Contracts, or it can be a specific authorization for this project. The Secretary of the corporation shall authenticate the resolution as currently being in full force and effect.
- _____ Signatory authority for the party contracting is evidenced by other means noted below.

AFFIDAVIT OF CONTRACTOR

State of Ohio)
) SS:
County of Columbiana)

The undersigned being first duly sworn, under oath, deposes and says that pursuant to the Ohio Revised Code and the Ordinances of the City of East Liverpool, Ohio that he/she/it (circle one) has not failed to do any of the following:

- To perform an obligation under past Contracts with the City; or
- To perform any obligation on past Contracts with the City in a satisfactory manner; or
- To provide the city with the satisfactory goods or services in the past; or
- To provide the city with competent laborers thereby causing claims against the City when such person was unable or unwilling for any reason to correct; or
- To pay any type of City income tax or make any type of City income or other tax deposits; or
- To pay for City utility service; or
- To provide the city with truthful statements concerning the quality of goods or services provided; or
- To act in a good faith manner by way of attempting to influence any City Official by offering a gift, gratuity, bonus favor or other consideration in exchange for preferential treatment or the expectation of preferential treatment; or
- To act in a good faith manner by way of collusion with another bidder in an attempt to regulate the price, quality or availability of goods or services to the detriment of the city; or
- To act in a credit-worthy manner in the past by way of refusing to satisfy judgment, judgment liens, mechanics liens, debts, or the like.
- Further pursuant to the Ohio Revised Code Section 5719.042, that at the time the bid was submitted, I, or my corporation, company, partnership, or business entity was not charged with any delinquent personal property taxed on the general tax list of personal property of Columbiana County, Ohio, or in the event there has been a charge of delinquency with respect to personal property taxed, I have attached hereto, as if fully incorporated herein, a statement setting forth the amount of such due and unpaid taxes and any penalties and interest thereon.

I understand, pursuant to Ohio Revised Code section 5719.042, that if I have been charged with any such taxes, a copy of this statement, and all incorporated documents, shall be transmitted by the City Auditor to the County Treasurer within (30) days of the date it is received by the City of East Liverpool, Ohio.

I understand that this statement shall be incorporated into any Contract I enter into with the City of East Liverpool, Ohio, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as part hereof.

AFFIDAVIT OF CONTRACTOR
(CONTINUED)

The undersigned further states that he/she/it (circle one) is aware and understands that should the Contractor be deemed not qualified for any of the reasons hereinbefore mentioned, the City of East Liverpool, Ohio, by and through its officers, agent, employees, and representatives, will not be authorized to pay for the goods or services Contracted for.

(Name of Contractor)

(Signature of Authorized Contract Signatory)

Sworn to before me and subscribed in presence this _____ day of _____ 2025.

(NOTARY PUBLIC)

My commission expires on _____, 20____ (SEAL)

INSURANCE CERTIFICATE

(The Bidder being awarded the Contract shall attach their Insurance Certificate to this page)

WORKERS COMPENSATION CERTIFICATE

(The Bidder being awarded the Contract shall attach their Workers Compensation Certificate to this page)

COMPLETION AFFIDAVIT

State of Ohio)
) SS:
County of Columbiana)

_____ being first duly sworn, deposes and says.
(Name of Authorized Contract Signatory)

that being _____ of _____
(sole owner, partner, president, secretary, etc.) (Name of Contractor)

being the Party that entered into a Contract with the City of East Liverpool, Ohio on the _____
day of _____, 2025 for the project known as **EL-1-2025** and that all claims and
obligations for services, labor, materials, tools, equipment, facilities, and damages to personal
property and/or bodily injury arising in connection with this Contract have been satisfactorily settled,
and the rate of wages paid have been in compliance with Chapter 4115 of the Ohio Revised Code.

(Signature of Authorized Contract Signatory)

Sworn to before me and subscribed in presence this _____ day of _____ 2025.

(NOTARY PUBLIC)

My commission expires on _____, 20____ (SEAL)