

SPLASH PAD EQUIPMENT

BID SPECIFICATIONS VILLAGE OF ANTWERP, OHIO



Bids received until: May 25th, 2023

Village of Antwerp
503 W River Street
Antwerp, OH



Section 1: Advertisement to Bidders

The Village of Antwerp “Village” will receive sealed bids for the materials needed to install their splash pad. The splash pad will be located at Riverside Park in the Village of Antwerp.

Bids will be received in the Village of Antwerp’s Administrator’s Office located at 503 W River Street, Antwerp, OH 45813 until 9:00 a.m. (local time), on Thursday, May 25th, 2023 at which time and place bids will be opened publicly and read aloud. Bids received after 9:00 a.m. on 5/25/2023 (local time) will be returned unopened.

Bids will be received on a lump sum price basis as outlined in the bid documents.

Bids must be signed and submitted on the bidding forms included in the Bidding Documents, sealed in an envelope, and shall be accompanied by either a Bid Guaranty Bond or by a certified check, cashier’s check, or letter of credit on a solvent bank in the amount of not less than 10% of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. Bid security, furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

All contractors involved with the project will, to the extent practicable, use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor’s Executive Order of 1972, and Governor’s Executive Order 84-9 shall be required.

The Bidding Documents, which include specifications and blank bid forms, may be examined and obtained at the office of Maumee Valley Planning Organization (MVPO), 1300 E. Second Street, Suite 200, Defiance, Ohio, 43512 or be downloaded from MVPO’s website at <https://www.mvpo.org/bids>. In addition, bid documents are available on the Village of Antwerp’s website: www.villageofantwerp.com under the “news” tab.

The Village reserve the right to reject every bid and to waive informalities, irregularities and errors in the bidding to the extent permitted by law.

No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

END OF NOTICE

To be published: May 10th

Section 2: Instructions to Bidders and Proposal Conditions

2.1 Notice

The Village of Antwerp (the “owner”) hereby request bids for the materials needed to install their splash pad, which will be located at Riverside Park in the Village. This project is funded by a capital improvement grant awarded by the Ohio Department of Natural Resources. This job will be bid on a lump sum basis and is for the materials only.

2.2 To Submit Your Bid

Bids will be received by the Owner at the Village Administrator’s Office located at 503 W River Street, Antwerp, OH 45813 until 9:00am (local time) on May 25th, 2023. Bids must be submitted in a sealed envelope labeled “Village of Antwerp Splash Pad”. You can drop off your sealed bid in person to 503 W River, Antwerp, OH 45813 or via mail to PO Box 1046, Antwerp, OH 45813.

2.3 Bid Opening

Bids will be opened publicly and read aloud at the Village Administrator’s Office on May 25th, 2023 at 9:00am (local time).

2.4 Rights of the Responsible Entity

The Owner may consider or reject all bids. Any bid received after the time and date specified shall not be considered.

2.5 Withdrawing from the bid process

A bidder may withdraw their bid prior to the actual time of the opening of the bids. If the bid opening gets postponed, the bidder has until the date the bid opening happens to withdraw their bid. No bidder may withdraw a bid within 30 days after the actual date that bids are opened.

2.6 Contents of Bid Documents

Bid documents will include information relating to the Project including a proposal package for use by the Bidder to submit a Bid for the Project

2.7 Issuance of Bid Documents

A prospective Bidder may obtain Bid Documents for a project from the Maumee Valley Planning Organization (MVPO) website at www.mvpo.org/bids.

2.8 Examination and Interpretation of Bid Documents

The Bidder is required to carefully examine the Bid Documents. Submitting a Bid is an affirmative statement that the Bidder has investigated and is acquainted with the conditions to be encountered for performing the Work. The Bidder may submit to

MVPO (planner4@mvpo.org) in writing any interpretation or clarification needed of the Bid Documents. Any interpretation of the document will be made by Addendum or Clarification issued via email and on the www.mvpo.org/bids website.

2.9 Prevailing Wage

This project is only for materials and not construction. Therefore, Prevailing Wage rates do not apply.

2.10 Bid Security

No proposal will be considered unless accompanied by a certified check or bond made payable to the Village of Antwerp in the amount of 100% of the bid. The Bidder shall file a bond per ORC 153.57 or 153.571 for the amount of the Contract to indemnify the Owner and agents against all damages suffered by the failure to perform the Contract according to its provisions and to pay all lawful claims of subcontractors, suppliers, and laborers. **The Owner will allow a certified or cashier's check for 10% of the bid in lieu of a bid bond.** The certified or cashier's check will be returned to all but the selected bidder within three days of the deadline.

2.11 How to Submit a Complete Bid Proposal:

1. Fill out all the bid documents located in Section Four
2. Follow the checklist provided in Section Four to ensure you have provided all the necessary materials
3. All documents included must be filled out by the bidder
4. All blank spaces must be filled in with ink or with a computer
5. Bid prices must be written in both words and numbers
 - a. For discrepancies between written words and numbers, prices written in words shall govern
6. The foregoing certifications must be fully completed, fully executed and submitted.

2.12 Award of the Contract

The Owner will have sixty days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the Bidders prior to awarding the Contract. The contract shall be awarded to the lowest and best bidder. The Owner reserves the right to reject any and all bids. The Owner will send written notice of its award to the successful Bidder.

Section Three: Material Specifications

The following materials are needed to construct the splash pad. This quote should only include material cost, freight and any other fees associated. The following material list was compiled using Vortex Aquatic Structures website. The Village of Antwerp is looking for the same or similar materials for their splash pad. Please attach your specific list of materials to your bid proposal form. Materials must be delivered to the Project Site by 6/30/2023.

Product No.	Product Name	Description	QTY
0509	Palm Tree (SW, PC)		1
0523	Whale Tail (SW, PC)		1
0611	BOLLARD ACTIVATOR N°3(SW, PC)		1
1004	PLAYSAFE DRAIN No.4		1
3003	SPRAYLINK SPLIT		1
3007	SPRAYLINK FOUNTAIN		1
3050	SPRAYLINK WALL NO.1		1
3055	SPRAYLINK TUNNEL NO.2		1
3058	SPRAYLINK CYLINDER		1
7208	CRAB N°1 (SW,PC)		1
7216	TURTLE N°2 (SW,PC)		1
7218	FISH N°1 (SW, PC)		1
7252	ALTO BEACH		1
7254	Hop Starfish		2
7689	Sea Silhouette Turtle (SW, PC)		1
7779	SEAWEED No 1 (SW, PC)		1
12010	Buying Group - Products	Buying Group	1
	Custom WQMS	See Description Below	1
	WCS 3000G D-LOOP, FEAT SUCT & FILT RTRN MNFD, 4" DRAIN (EM)		1
5322	DEBRIS TRAP HDPE WITH RAIN DIVERTER VALVE (LEFT) (EM)	Debris Trap HDPE With Rain Diverter Valve (Left)	1
44100	UNDERGROUND CHEMICAL RESERVOIR- 50 GALLON (EM)	UnDer Ground Chemical Reservoir-50 Gallons	2
19030	Freight Fee	Freight Fee	1
19020	Embed Freight Fee	Embed Freight Fee	1
18020	Packaging Fee	Packaging Fee	1
10010	WQMS Start-Up & Training Fees	Start-Up & Training Fees	1

Section Three: Material Specifications Continued

Product No.	Product Name	Description	QTY
	INSTALLATION KIT #SAFESWAP NO1		6
	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG 22AWG		1
	INSTALLATION KIT #SAFESWAP NO2		3
	SPRAYLINK BOX AND TRAY FOR SHIPPING		7
	TOOL KIT #0:		1
	TOOL KIT #1: <u>SECURITY</u> BITS (ALL)		1
	TOOL KIT #28: <u>RIV-</u> VOZZLE TOOL		1
	TOOL KIT #129: SPRAYLINK SECURITY KEY		1
	TOOL KIT #2: <u>NOZZLE</u> TOOL		1
	TOOL KIT #121: ALTO INSTALLATION JIG		1
	TOOL KIT #119: PICO SPIN NOZZLE		1
	TOOL KIT #123: POD SPRAY KEY		1

Section Four: Bid Documents/Package

Bid Proposal Checklist:

The following items must be submitted with your Bid:

- Contact Information Sheet
- Bid Proposal Form
- Specs for specific equipment you are providing
- Receipt of Addenda
- No Findings for Recover Affidavit
- Contractor Certification
- Bid Security/Bid Bond
- Delinquent Property Tax Affidavit
- Non-collusion Affidavit
- Campaign Contributions Affidavit
- Anti-Discrimination and Equal Employment Opportunity Affidavit
- W-9
- OPERS Independent Contractor Acknowledgement Form
- Certificate of Ohio Worker's Compensation
- Articles of Incorporation

Contact Information Sheet

Primary Contact Information

Contact Name	
Contact Title	
Main Phone	
Email	

Business Information

Name	
Employer/Tax ID #	
Physical Address	
Mailing Address (if different)	
Phone	
Email	
Website (if applicable)	

Race/Ethnicity of Owner:

Please mark all that apply.

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Hispanic or Latinx | <input type="checkbox"/> Native American | <input type="checkbox"/> Multiracial |
| <input type="checkbox"/> White | <input type="checkbox"/> Native Alaskan | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian | |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Other Pacific Islander | |

Gender Identity of Owner:

Please mark all that apply.

- Woman Man X (non-binary, transexual, gender non-conforming individuals)

Is this company a Section 3 business? Yes No

If you are unsure, read this HUD guidance: <https://www.hud.gov/sites/documents/11SECFAQS.PDF>

Bid Proposal Form

Please Provide Your Total Bid for the Materials listed in Section 3:

Description	Total
One, Lump sum cost for the materials listed in Section Three of the bid Documents:	

Please write your total bid amount in word-form:

Along with your bid, please attach a specific materials list of the splash pad equipment you will be providing

Submitted By:

Name	
Signature	
Date	

Receipt of Addenda

If any addenda are issued, please submit the following form with your bid to acknowledge that you received the addenda. Please write which addenda (# and title) you've received in the box below.

Bidder acknowledges receipt of the following addenda:

Name of Bidder: _____

Signature of Authorized Signee: _____

Date of Signing: _____ *(MM/DD/YYYY)*

NO FINDINGS FOR RECOVERY AFFIDAVIT (O.R.C. Section 9.24)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____ , _____ , _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Village of Antwerp, Paulding County on _____ that
(DATE)

_____ HAS / HAS NO unresolved finding for recovery from
(NAME OF COMPANY) (CIRCLE ONE)

the State Auditor per Ohio Revised Code 9.24.

(If there is a unresolved finding for recovery from the State Auditor, please complete the following section)

The amount of unresolved finding for recovery due the State Auditor is
and unpaid penalties and interest
are

_____ .
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

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

Notary Public

_____ County, Ohio.

(SEAL)

My Commission Expires

Certification

- a) _____ (*official business name*), hereinafter called "**Bidder**", is a corporation, organized and existing under the laws of the State of Ohio, a partnership, or an individual doing business as _____.
- b) Bidder is submitting a bid proposal to perform all the work on the following project:
- i) **Splash Pad Installation**
- c) To the **Village of Antwerp**, (hereinafter called "Owners"):
- i) In compliance with the Advertisement to Bidders, the Bidder hereby proposes to perform all the Work for the **Splash Pad Installation** - **(1)** in accordance with the Contract Documents, **(2)** within the time set forth therein, and **(3)** at the prices stated below.
 - ii) By submitting this Bid, the Bidder, or in the case of a joint bid, each party thereto, certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
 - iii) The undersigned have full knowledge of the project site and the conditions of the proposal. The undersigned also hereby agrees to furnish all the services and materials necessary to complete this project according to the Specifications and to accept as full compensation the lump sum or unit prices stated in the Bid Schedule for the work and for use when calculating the price of a deduction or an increase in quantities.
 - iv) Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the Owners and to fully complete the project by **5/1/2023**. Bidder further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day after the completion date. This penalty is stipulated in Article 12 of the General Conditions.

Bid Bond Form *(Citation: O.R.C. § 153.571)*

Know all persons by these presents,

That we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the **Village of Antwerp** as obligee(s) in the penal sum of the dollar amount of the bid submitted by the principal to the obligee(s) on _____ (MM/DD/YYYY) to undertake the project known as **Splash Pad Installation**. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee(s), incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee(s), which are accepted by the obligee(s). In no case shall the penal sum exceed the amount of _____. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, 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.

Signed this ____ day of _____, _____ THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal has submitted a bid for _____.

Now, therefore, if the obligee(s) 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(s) the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee(s) may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee(s) does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee(s) the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee(s) 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;

Now also, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier or laborer having a just claim, as well as for the obligee(s) herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the parties have affixed their signatures on the date set forth below to be effective on the date first written above.

Principal:

Printed Name: _____

Title: _____

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Signature: _____

Date of Signing: _____ (MM/DD/YYYY)

Surety:

Printed Name: _____

Title: _____

Delinquent Personal Property Tax Affidavit

STATE OF _____

COUNTY OF _____

According to Section 5719.042 of the Ohio Revised Code:

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made 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 any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

The undersigned, being first duly sworn, having been awarded a contract by you for the **Splash Pad Project** hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

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

Please sign this affidavit on the next page.

Bidder

Signed this _____ day of _____, _____, at _____
Day Month Year Time

by _____, _____ for
Name Title

Name of Firm

Signature:

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____,
Day Month Year

at _____.
Time

My commission expires on _____ / _____ / _____.
Day Month Year

Signature: _____.

Please Place Your Seal Here (if you have one):



Non-Collusion Affidavit

STATE OF _____
COUNTY OF _____

BID Identification – the – **Splash Pad Project**

(1) _____ (contractor) being first duly sworn, deposes and says that he is (sole owner, a partner, president, secretary, etc.) of _____, 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; (2) 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; (3) that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone 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, (4) 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 such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Please sign this affidavit on the next page.

Bidder

Signed this _____ day of _____, _____, at _____
Day Month Year Time

by _____, _____ for
Name Title

Name of Firm

Signature:

Notary Public

Subscribed and sworn to before me this _____ day of _____, _____,
Day Month Year

at _____.
Time

My commission expires on _____ / _____ / _____.
Day Month Year

Signature: _____.

Please Place Your Seal Here (if you have one):



Campaign Contributions Affidavit

- a) Citation: Section 3517.13 of the Ohio Revised Code
- b) This affidavit must be signed for all contracts for goods or services costing more than \$500.00.

I,

(print your name and title), as an individual or as a representative of

(name of company), am submitting
a bid proposal for the **Splash Pad Project** to be awarded by the **Village of Antwerp**.

I hereby certify the following statements to be true with respect to the prohibited activities listed in Ohio Revised Code Section 3517.13. I further state that I have the authority to make the following representation on behalf of myself or of the business entity:

1. That none of the following individuals has made one or more campaign contributions totaling in excess of \$1,000.00 to any members of the **Village of Antwerp** or their individual campaign committee within the previous 24 months;
2. If awarded a contract for the purchase of goods or services costing more than \$500.00, none of the following individuals shall, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, make one or more contributions totaling in excess of \$1,000.00 to any member of the **Village of Antwerp** or their individual campaign committee:
 - a. An individual or sole proprietor;
 - b. Any partner or owner of the partnership or unincorporated business;
 - i. Any shareholder of an association;
 - ii. The administrator or executor of an estate;
 - c. A trustee of a trust;
 - d. The owner of more than 20% of a corporation or business trust;
 - e. The spouse of any one of the above;
 - f. Each child of any person identified above between the ages of 7 and 17.

3. That no combination of the following has made one or more contributions totaling in excess of \$2,000.00 to any member of the **Village of Antwerp** or their individual campaign committee within the previous 24 months; and that if awarded a contract for the purchase of goods or services costing more than \$500.00, **no combination of the following**, shall, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, make one or more contributions totaling in excess of \$2,000.00 to any members of the **Village of Antwerp** or their individual campaign committee:
 - a. An individual or sole proprietor;
 - b. Any partner or owner of the partnership or unincorporated business;
 - i. Any shareholder of an association;
 - ii. The administrator or executor of an estate;
 - c. A trustee of a trust;
 - d. The owner of more than 20% of a corporation or business trust;
 - e. The spouse of any one of the above;
 - f. Each child of any person identified above between the ages of 7 and 17.
 - g. Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
4. I recognize that any contract awarded to me/my company in violation of ORC 3517.13 may be rescinded and that I/we be fined not more than \$1,000.00 or an amount equal to three times the amount contributed more than the amount permitted by the applicable division, if I am found guilty.
5. I further recognize that, pursuant to ORC 3517.13 (R)(3), knowingly making a false statement on this certification is a fifth-degree felony.

Please sign this affidavit on the next page.

Anti-Discrimination and Equal Employment Opportunity Affidavit (ORC 125.11)

STATE OF _____

COUNTY OF _____

I, _____ (name), being first duly sworn, deposes and says that he/she/they is/are _____ (title) of _____ (company name),

the party that made the foregoing Proposal; that such party does not and shall not discriminate against any employee or applicant because of race, creed, sex, disability or marital status as defined in section 4112.01 of the Ohio Revised Code, or color as is described and prohibited by Section 153.59 and/or 125.111 of the Ohio Revised Code. Furthermore, if awarded the contract under this proposal, said party shall indemnify and hold harmless the Village of Antwerp for any violations of Section 153.59 or 125.111 of the Ohio Revised Code made by any contractor, subcontractor, or any person who works on behalf of the party relating to the ensuing contract.

Signature

Affiant

Address

City/State/Zip Code

Subscribed and sworn to before me this _____ day of _____, _____, Year
Day Month Year

Please Place Your Seal Here (if you have one):



Signature: _____.

_____ County, Ohio.

My commission expires on _____ / _____ / _____.

W-9

Please see the next page.

OPERS Independent Contractor Acknowledgement Form

Please see the next page. SIGN AND DATE ONLY.



NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name

MI

Last Name

[Input fields for First Name, MI, and Last Name]

Date of Birth:

Month

Day

Year

[Input fields for Date of Birth: Month, Day, Year]

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

[Input field for Name of Public Employer]

Employer Contact

First Name

MI

Last Name

[Input fields for Employer Contact: First Name, MI, Last Name]

Employer Code

[Input field for Employer Code]

Employer Contact Phone Number

[Input field for Employer Contact Phone Number]

Service Provided to Public Employer

[Input field for Service Provided to Public Employer]

[Input field for Service Provided to Public Employer]

Start Date of Service

Month

Day

Year

[Input fields for Start Date of Service: Month, Day, Year]

End Date of Service

Month

Day

Year

[Input fields for End Date of Service: Month, Day, Year]

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer’s classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board’s satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer’s classification. **A copy of this form must be sent to OPERS.**

Signature _____ Today’s Date ____/____/____
Do not print or type name

Certificate of Ohio Worker's Compensation

Please see the next page for an example of this certificate.

Articles of Incorporation

Please submit a copy of your Articles of Incorporation/Organization or Name

Section Five: Addenda to Contract Documents

To ensure you receive addenda, please fill out the Plan Holders List form at www.mvpo.org/bids or email planner4@mvpo.org to ensure no addenda have been issued.

Section Six: Contract Documents

AGREEMENT FORM VILLAGE OF ANTWERP, OH SPLASH PAD MATERIALS

This Agreement (“Agreement”) between the **Village Antwerp, OH** “Owner” and _____ (“Contractor”) dated this ___ day of _____, 2023

WHEREAS, Contractor is licensed and certified in the State of Ohio to conduct all work related to the Project outlined in Section 3 of the Bidding Documents (“Project”). All persons working on the Project on Contractor’s behalf are also licensed and certified in the State of Ohio to conduct work on the Project.

WHEREAS, Contractor proposes, and the **OWNER** hereby accepts Contractor’s proposal to perform the following “Work” and “Scope of Work” (as hereinafter defined) for the price quoted below.

SCOPE OF WORK, LOCATION AND PRICE

- 1. Scope of Work:** For a complete Scope of Work, view Section 3 of the Bidding Documents.
- 2. Completion Date:** The Project must be completed May 1st, 2023 (“Completion Date”). Contractor must not start on the Project until a written Notice to Proceed has been provided.
- 3. Location:** Water Plant, Village of Antwerp, OH
- 4. Contract Sum:** The proposed price for the entire Scope of Work is _____. The price herein shall remain fixed. No other charges, extras or additions shall be made or added to this Agreement unless first agreed to in writing by the OWNER. Any work performed or extras outside the Scope of Work herein without OWNER’s prior written approval shall be at Contractor’s sole cost and expense

GENERAL PROVISIONS

- 1. Changes in Scope of Work:** Should any dispute or change in the Scope of Work be required during the Work, the inability to resolve such dispute shall not be a basis for stopping the Work. Any change in Scope of Work will be provided in writing via a change order. Any change in price resulting must be submitted to OWNER via

change order, which must be approved prior to Contractor completing work. Contractor shall continue to perform all Work hereunder, described in Section 3 of the Bidding Documents.

2. **Licensed:** Contractor represents and warrants that all agents, subcontractors and employees are fully licensed, certified or otherwise authorized to complete the Scope of Work. Contractor represents and warrants that it possesses the necessary skill, knowledge, training and capacity to complete scope of work.
3. **Contract Times:** The Contractor shall begin work on the Project following full execution of the Notice to Proceed, and the work, without change orders, shall be completed by July 15th, 2023. In the event that Contractor is not able to complete the Work in accordance herewith, and by the time required hereunder, Contractor shall be required to pay the sum of \$250.00 per day as and for liquidated damages; which damages, though incapable of precise determination shall be imposed to account for any delay costs which may be imposed or asserted by any other Contractors or subcontractors, or any other person arising out of such delay.
4. **Halting Work:** In the event any governmental authority, the OWNER, or any contractor developing the Site on the OWNER's behalf identifies unsatisfactory, defective, incomplete, or unworkmanlike work in the scope of Contractor's services herein, Contractor will, upon notice from the OWNER or such person, company or governmental unit immediately stop said work and immediately commence to comply with any such notice, and shall immediately correct any such problem at Contractor's expense.
5. **Site Inspection:** Contractor represents and warrants that it has fully inspected the site, and that the Scope of Work as prescribed herein is based upon said actual on-site inspection by Contractor.
6. **Applicable laws:** Contractor agrees that all Work will be done in conformity with all applicable laws of the OWNER, State of Ohio and United States of America; that all permits of any government-issuing authority will be secured, that property will at all times be maintained in a safe condition consistent with all applicable public safety laws.
7. **Termination by the OWNER for Cause:** OWNER may terminate the Agreement upon the occurrence of any of the following:
 - a. refusal or failure to supply in sufficient number or with sufficient expertise properly skilled workers or proper materials after written notification by the OWNER that the Contractor has refused or failed in supplying properly skilled workers or proper materials,
 - b. refusal or failure to make payment to any subcontractor (Subcontractor) for materials or labor in accordance with the respective agreements between the Contractor and such Subcontractor;
 - c. violation of any applicable law, statute, ordinance, code, rule, regulation, or lawful order of a public authority after prior written notice of the violation to Contractor; or

- d. Otherwise a substantial breach of any provision of the Agreement documents and such breach remains uncured after 14 days prior written notice of the breach from the OWNER.

When any of the above reasons exist, the OWNER may without prejudice to any other rights or remedies of the OWNER and after giving the Contractor and the Contractor's surety, if any, written notice, terminate employment of the Contractor effective on the date stated in the notice and may, subject to any prior rights of the surety:

- a. finish the Work by whatever reasonable method the OWNER may deem expedient. Upon written request of the Contractor, the OWNER shall furnish to the Contractor an accounting of the costs incurred by the OWNER in finishing the Work.
8. **Termination by the OWNER for Convenience:** OWNER may, at any time, terminate the contract for the OWNER's convenience and without cause. Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience the Contractor shall:

- a. Cease operations as directed by the OWNER in the notice;
- b. Take actions necessary, or that the OWNER may direct, for the protection and preservation of the Work; and
- c. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders for Work and enter into no further subcontracts or purchase orders for Work.

In case of such termination for the OWNER's convenience, the Contractor shall be entitled to receive payment for the Work performed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work that has been substantially completed.

9. **Suspension by the OWNER for Convenience:** OWNER may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the OWNER may determine. The proposed completion time shall be adjusted for the time caused by suspension, delay or interruption.
10. **Site Inspection:** Contractor agrees that the OWNER may inspect the Sites with or without prior notice at any time.
11. **Delegation of Performance:** Contractor shall not delegate or otherwise subcontract any performance of the Work under this Agreement to any person who is not an employee of the Contractor or to a subcontractor without the prior written consent of the OWNER. If OWNER consents in writing to the delegation of or subcontract for the performance of Work under a contractor's agreement any delegation of or subcontract for the performance of Work under this Agreement is subject to the following conditions:

- a. Contractor shall remain liable to the OWNER for the performance it delegated or otherwise subcontracted to a subcontractor or other person.
 - b. Contractor shall remain liable to the OWNER for the acts or omissions of any person or subcontractor and the subcontractor's officers, agents, or employees performing delegated Work.
 - c. Contractor shall deliver a copy of the duly executed subcontract to the OWNER within 10 business days from executing the subcontract.
 - d. Contractor and subcontractor shall agree in the subcontract that the OWNER has no duty to perform any performance owed by Contractor to subcontractor or any person under the subcontract including, but not limited to, payment under the subcontract.
 - e. Any delegation of performance of the Work under this Agreement, in whole or in part, without the prior written consent of the OWNER or without agreement to or satisfaction of the conditions set forth in this paragraph is void and may, in the sole discretion of the OWNER, result in the termination of this Agreement.
12. **Assignment of Rights Prohibited:** Contractor shall not assign any of its rights under this Agreement, in whole or in part, without the prior written consent of the OWNER. OWNER has not consented in writing to the assignment of any of Contractor's rights under this Agreement any such assignment of rights is void and may, in the sole discretion of the OWNER, result in the termination of this Agreement.

INSURANCE AND INDEMNITY

1. INDEMNIFICATION

As used herein, "Contractor" includes all subcontractors and other parties under any oral or written agreement, purchase order or other instrument between Contractor and any subcontractor for or on behalf of the OWNER. Any party performing work for or on behalf of the OWNER regardless of whether such work is pursuant to a written instrument hereby agrees to incorporate the following terms, conditions and provisions into all of its subcontracts.

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (all Contractor's sole expense) and hold harmless the OWNER and affiliated companies of the OWNER, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with

the Work performed, materials furnished, or services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct or Contractor, its employees or agents, whether active or passive. Contractor shall not be obligated to indemnify and defend the OWNER's for claims found to be due to the sole negligence or willful misconduct or Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

2. INSURANCE

Upon execution of this Agreement, and prior to the Contractor's commencing any work or services with regard to the Work, the Contractor shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the OWNER with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the OWNER as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to the OWNER. The coverage available to the OWNER, as Additional Insured, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Ohio or authorized to provide such coverage in Ohio and shall be reasonably acceptable to the OWNER. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for the OWNER for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the OWNER in relation to the Work. Contractor

agrees to maintain the above insurance for the benefit of the OWNER for a period of three (3) years, or the expiration of the Statute of Limitations pursuant to applicable provisions of the Ohio Revised Code.

Each Certificate of Insurance shall provide that the insurer must give the OWNER at least 30 days' prior written notice of cancellation and termination of the coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the OWNER with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the OWNER as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide the OWNER with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors or sub-subcontractors for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the OWNER. Coverage shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to the OWNER prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the OWNER with respect to Losses arising out of or in connection with the Work.

MISCELLANEOUS

1. It is the intention of the parties that internal laws of the State of Ohio (irrespective of its choice of law principles) shall govern the validity of this Agreement. Any action initiated by any party under this Agreement shall be brought only in the courts of proper jurisdiction located in the OWNER Corporation, Ohio.
2. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provisions to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace any such invalid or unenforceable provisions of this

Agreement with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provisions.

3. **Anti-Kickback Clause:** Contractor and lead entity affirms and declares that they have not accepted nor given any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement.
4. **Non-Collusion Clause:** The undersigned affirms that Contractor has not prepared the winning bid resulting in this Agreement in collusion with any other bidder, and that the prices, terms or conditions of said bid have not been communicated by the undersigned, Contractor nor by any employee or agent of Contractor to any other person engaged in this type of business prior to the official opening of said bid.
5. Contractor warrants that it does not own any real property that is tax delinquent.
6. Contractor certifies that it has adopted an Equal Employment Opportunity policy and it is in full compliance with applicable federal, state and local laws, rules and regulations in the area of non-discrimination in employment.
7. Contractor certifies that it has enrolled in and has implemented an Ohio Bureau of Workman's Compensation drug-free program, either Drug-Free Safety Program or has adopted and implemented a comparable program.
8. Contractor certifies that it and its employees are knowledgeable of and understand Ohio Ethics and Conflict of Interest Laws
9. Begin and complete contract work within the contract dates. OWNER reserves the right to cancel the contract if not completed with the time limitations of this contract without making substitutions or payments for work not completed. Change orders are REQUIRED for any changes in scope to the original bid. Contact OWNER with questions and/or changes.
10. Provide protection, warning signs, barricades, fall protection, and take all necessary precautions to protect workers and bystanders. Eliminate unnecessary hazards before leaving the jobsite at the end of the day. Hazards such as missing sidewalks and debris must be barricaded with yellow caution tape.
11. All work under this contract is subject to inspection and acceptance by the OWNER as to compliance with the specifications and any non-complying work or imperfect work and/or materials that is discovered before final acceptance shall be corrected or replaced immediately on demand of the OWNER staff, notwithstanding it may have been overlooked by an interim inspector.

AGREEMENT BETWEEN CONTRACTOR AND OWNER

Witnesseth, that the contractor and owner for the considerations stated herein mutually agrees to all provisions and stipulations in all contract documents. The parties hereto have caused this agreement to be executed in original copies on the day and year written below.

Contractor:

Owner:

Signature

Signature

Name

Name

Title

Title

Date

Date