

RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, GENEVA ON THE LAKE VILLAGE, AND KLINGENSMITH ENTERPRISES, INC. FOR CDBG RLF – GOTL SANITARY SIPHON SEWER PROJECT IN GENEVA ON THE LAKE VILLAGE - CDBG RLF THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT

WHEREAS, Jake Brand, Director of the Department of Planning and Development, has presented a contract for the approval of the Board, to-wit:

Scope: Third party agreement for Sanitary Siphon Sewer Project in Geneva on the Lake Village. The project will install a new siphon to replace a 50+ year-old failing siphon.

Parties: Ashtabula County Commissioners, 25 W. Jefferson St. Jefferson OH 44047
Geneva on the Lake Village, 4929 South Warner Dr. Geneva on the Lake, Ohio 44041
Klingensmith Enterprises, Inc. P.O. Box 5135, 12984 Sportsman Rd. Conneaut Lake, Pennsylvania 16316

Cost: Total project costs \$349,950.00
Not to exceed \$44,000.00 from CDBG-RLF Grant

Term: begins upon board approval and completed no later than April 30, 2024; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-61

January 18, 2024

RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, GENEVA ON THE LAKE VILLAGE, AND KLINGENSMITH ENTERPRISES, INC. FOR CDBG RLF – GOTL SANITARY SIPHON SEWER PROJECT IN GENEVA ON THE LAKE VILLAGE - CDBG RLF THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.


VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

NOTICE OF AWARD

TO: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

PROJECT: SANITARY SIPHON REPLACEMENT

You are notified that your Bid which was opened on 10/18/23 has been accepted for items in the amount of \$349,950.00 at the unit bid prices as reflected in the bid tabulation contained herein.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

VILLAGE OF GENEVA-ON-THE-LAKE



Dwayne M. Bennett, Sr., Mayor

ACKNOWLEDGMENT

KLINGINSMITH ENTERPRISES, INC.



Daniel Dawson, Vice President

ORDINANCE 2023-112

AN ORDINANCE ACCEPTING AND APPROVING THE BID FROM KLINGINSMITH ENTERPRISES INC. OF CONNEAUT LAKE, PENNSYLVANIA FOR THE SANITARY SIPHON REPLACEMENT PROJECT WITHIN THE VILLAGE OF GEVEVA-ON-THE-LAKE IN THE SUM OF \$349,950.00 WITH AN OPINION OF PROBABLE COST OF \$520,000.00 AND AUTHORIZING THE MAYOR AND/OR ADMINISTRATOR TO EXECUTE ANY CONTRACTS ASSOCIATED WITH THE SAME AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Constitution Article XVIII, Section 3, authorizes the Village of Geneva-on-the-lake to exercise all powers of local self-government and to adopt and enforce within their limits, regulations, as are not in conflict with general laws,

WHEREAS, Title 7; Chapter 715, Section 715.43 provides for the authority of any municipal corporation to provide for the collection and disposition of sewage as this project is determined to include,

WHEREAS, the Geneva-on-the-Lake Sanitary Siphon project has been advertised for bid and that such bids have been received and reviewed and that the lowest and best bid by KlinginSmith Enterprises, Inc. of Conneaut Lake, Pennsylvania in the sum of \$349,950.00 has been recommended by CT Consultants Inc. in compliance with Ohio Revised Code 4733.17, and that such bid meets all bid requirements having an opinion of probable cost of \$520,000,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Geneva-on-the-Lake, Ohio:

Section 1. That the Village council hereby approved and accepts the lowest and best bid by KlinginSmith Enterprises, Inc. of Conneaut Lake, Pennsylvania in the sum of \$349,950.00 for the Sanitary Siphon Project of the Village of Geneva-on-the-Lake and hereby authorizes the Mayor and/or Administrator to execute any documents, contracts and/or agreements associated with the project.

Section 2. That the Village council finds that CT Consultants, Inc are the approved Village Engineer and will act as the construction administrator and inspector and will act as the engineer for design, survey, bidding, and contracts associated with the project and that said engineer has recommended the acceptance of the referenced bid herein.

Section 3. That the project is to be funded through grant funding, loan funding and local resources from the following agencies Ohio Public Works Commission, Ashtabula County CDBG, Appalachian Regional Commission, Ohio Waste Pollution Control Loan Fund, and Geneva-on-the-Lake.

Section 4. That it is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, in

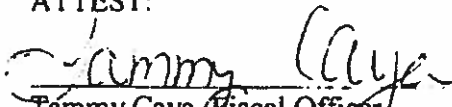
compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This ordinance is deemed to be an emergency for the health, safety and welfare of the village in order to seek a grant and this ordinance shall take effect immediately, having council passed the same by declaration of emergency and waiving its three reading requirements.

PASSED this 13th day of November, 2023

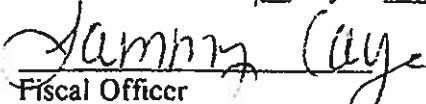

Dwayne M Bennett, Mayor

ATTEST:


Tammy Caya, Fiscal Officer


Christopher Newcomb, Solicitor

I hereby certify that a summary of the foregoing ordinance was posted in five conspicuous locations within the Village of Geneva on the Lake, in accordance with Ord 2005-2 on this 13 day of November, 2023.


Fiscal Officer

CONTRACT

FOR SANITARY SIPHON REPLACEMENT

THIS CONTRACT, made and entered into at Geneva-on-the-Lake, Ohio, this 18th day of December, 2023, by and between the Village of Geneva-on-the-Lake ("OWNER"), Ohio and Klinginsmith Enterprises, Inc. ("CONTRACTOR").

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The CONTRACTOR agrees that each individual employed by the CONTRACTOR or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof. Further the CONTRACTOR shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to \$1,000.00 Per Day, for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is \$349,950.00.

This Contract shall be in full force and effect from the date of execution by the OWNER and CONTRACTOR.

IN WITNESS WHEREOF: The OWNER and CONTRACTOR hereunto affixed their signature the day and year first mentioned above.

KLINGINSMITH ENTERPRISES, INC.



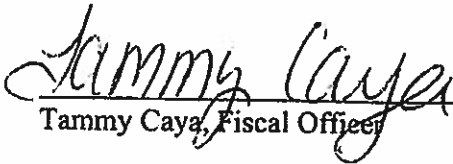
Daniel Dawson, Vice President

VILLAGE OF GENEVA-ON-THE-LAKE



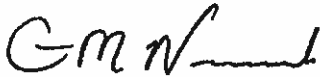
Dwayne M. Bennett, Sr., Mayor

I hereby certify that funds in the amount of Three Hundred Forty Nine Thousand Nine Hundred Fifty and 00\100 Dollars (\$349,950.00) necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.




Tammy Caya, Fiscal Officer

APPROVED AS TO FORM:



Christopher M. Newcomb, Village Solicitor

CDBG RECIPIENT: ASHTABULA COUNTY COMMISSIONERS



Casey Kozlowski, President
Kathryn Whittington

LEGAL REVIEW

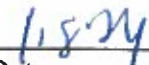
Agreement Title: **SANITARY SIPHON REPLACEMENT**
VILLAGE OF GENEVA-ON-THE-LAKE

An Agreement between Klinginsmith Enterprises, Inc., the Village of Geneva-on-the-Lake,
and Ashtabula County Commissioners, for the SANITARY SIPHON REPLACEMENT.
(CDBG _____).

The above titled agreement is approved as to legal form:



Colleen M. O'Toole, Esq., Prosecuting Attorney



Date
MGR 1/8/24
Matrix Matter No 2025-CON-0240

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

2703.511.635-650.0101 - Grants/Allocations Activity 1.1 with a total not to exceed \$44,000 from CDBG-RLF funds.


Agreement Title: PY21 CDBG RLF - GOTL Siphon Sewer

Between: Geneva on the Lake Village (owner) and Klingensmith Enterprises, Inc. (contractor)

AND

Third Party CDBG Funding Recipient: Ashtabula County Board of Commissioners

SIGNED



David J. Thomas
Ashtabula County Auditor

1-11-24
Date

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

**A) CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY
AND AUTOMOTIVE INSURANCE POLICY**

**B) CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY
Owner Named as Insured**

C) CERTIFICATE OF WORKER'S COMPENSATION

D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M&M Insurance/McConnell & Associates 2540 New Butler Road Suite 102 New Castle PA 16101	CONTACT NAME: M&M Insurance Group, Inc. PHONE (A/C No. Ext): (724) 658-7713 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Company INSURER B: Erie Insurance Exchange INSURER C: Erie Insurance Exchange INSURER D: Erie Insurance Comp of NY INSURER E: Erie Insurance Company INSURER F:
INSURED Klinginsmith Enterprises, Inc. Po Box 5135 Conneaut Lake PA 16316-5135	

COVERAGES **CERTIFICATE NUMBER:** KLIN23112113421843 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Q61-0241700	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Q12-0140130	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Q36-0170540	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Q96-5101102	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Builders Risk - Blanket		Q61-0241700	12/01/2023	12/01/2024	Limit \$800,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Sanitary Siphon Replacement / CT Job No: 210710
Village of Geneva-on-the-Lake & CT Consultants, Inc. are additional insured on all policies except Worker Compensation, as required by written contract.

CERTIFICATE HOLDER Village of Geneva-on-the-Lake 4929 South Warner Drive Geneva-on-the-Lake OH 44041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dalsten</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M&M Insurance/McConnell & Associates 2540 New Butler Road Suite 102 New Castle PA 16101	CONTACT NAME: M&M Insurance Group, Inc. PHONE (A/C, No, Ext): (724) 658-7713 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Village of Geneva-on-the-Lake c/o Klinginsmith Enterprises, Inc. Po Box 5135 Conneaut Lake PA 16316-5135	INSURER A: Erie Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP		Q35-2100751	11/21/2023	11/21/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$				
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$	EACH OCCURRENCE \$ AGGREGATE \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Sanitary Siphon Replacement / CT Job No: 210710

CERTIFICATE HOLDER Village of Geneva-on-the-Lake 4929 South Warner Drive Geneva-on-the-Lake OH 44041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Elizabeth Moran</i>

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Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80057132

Klingensmith Enterprises Inc
PO BOX 5135
CONNEAUT LAKE PA 16316-5135

Period Specified Below
07/01/2023 to 07/01/2024



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.



MEADVILLE
MEDICAL CENTER
MEADVILLE
WORKPLACE HEALTH

Thomas Mitchell, MD
11277 Vernon Place
Meadville, PA 16335
Phone: 814-333-5503
Fax: 814-373-5925

April 22, 2021

To Whom It May Concern,

This letter is to serve notice that on 04/21/2021 I was approached by Alyssa Ferguson, doing business as Klinginsmith Enterprises Inc., and asked by Alyssa to join our DOT random drug screen consortium. I explained to Alyssa that Klinginsmith Enterprises Inc. would be added to the program and will be included in the third quarter picks for the period that begins July 1, 2021.

We also discussed a workplace drug screen program for all employees. It will include pre-employment urine drug screens for all new hires, along with post-accident, reasonable suspicion/for cause, and return to duty and follow up drug testing as needed. We will use our MRO, Dr. Edward McVay of St. Vincent Occupational Health in Erie, PA, to review and sign off all urine drug screens. All urine drug screens are sent to MedTox Laboratories, which is a SAMHSA certified lab.

If you have any questions, please feel free to contact me.

Thank you,

Eileen Watson, RN/ Program Manager
Meadville Workplace Health
11277 Vernon Place
Meadville, PA 16335
814-333-5503

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Crawford)

Klinginsmith Enterprises, Inc., having been awarded a contract by the Village of Geneva-on-the-Lake, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company was / was not (CIRCLE ONE) charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Village of Geneva-on-the-Lake, Ohio, and Klinginsmith Enterprises, Inc., and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ 0
Penalties \$ 0
Interest \$ 0

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson
Daniel Dawson, Vice President

Subscribed and sworn to before me this 1st day of December, 2023.

Alyssa Ferguson
Notary Public

My Commission Expires: March 8, 2025

Commonwealth of Pennsylvania - Notary Seal
Alyssa Ferguson, Notary Public
Crawford County
My commission expires March 8, 2025
Commission number 1275214
Member, Pennsylvania Association of Notaries

ESCROW AGREEMENT FOR CONTRACTOR'S RETAINAGE

In accordance with a certain Contract between the Village of Geneva-on-the-Lake, Ohio, (hereinafter referred to as "the Owner") and Klingensmith Enterprises, Inc., (hereinafter referred to as "the Contractor"), an Escrow Agent is hereby appointed to hold funds arising out of the Owner's agreement to pay retainage into an escrow fund, said Agent to be:

All retained funds will be placed with the above Escrow Agent from the date your Contract is certified as being 50% complete pursuant to Sections 153.13, and 153.14 and 153.63 Ohio Revised Code.

During the time the aforementioned retained funds are in the custody of the Escrow Agent, the Escrow Agent has authority to invest the escrow funds in the classes of securities listed below which, in the judgment of the Escrow Agent, allow for the least risk to capital preservation and provide for a reasonable income. The income from investment of the escrowed funds shall be accumulated in the escrow account.

- (a) Obligation issued or guaranteed as to interest and principal by the government of the United States, or obligations of the State of Ohio or any political subdivision thereof;
- (b) Obligations including certificates of deposit of any national bank located in this State and/or any bank as defined by Section 1101.01, O.R.C.;
- (c) Repurchase agreements fully secured by obligations of any kind specified in clauses (a) and (b) above; or
- (d) Interest in any money market fund or trust, the investments of which are generally restricted to obligations of any of the kind specified in clauses (a) through (c) above.

The Escrow Agent shall hold the escrowed principal and interest until receipt of notice from the Owner, or until receipt of an Arbitration Order or an Order of the Court of Claims, or other appropriate courts, specifying the amount of the escrowed principal to be released and the person to whom it is to be released. Upon receipt of such a request or order, the Escrow Agent shall, within 30 days, pay such amount of principal and interest earned on the retainage to the Contractor less the Escrow Agent's fee.

It is understood that the Escrow Agent shall have no duties, obligations, or liabilities hereunder other than to hold and invest said funds and to deliver them in accordance with the provisions hereof.

KLINGINSMITH ENTERPRISES, INC.

Not Applicable – Contractor Signed Escrow Waiver

Daniel Dawson, Vice President

VILLAGE OF GENEVA-ON-THE-LAKE

Not Applicable – Contractor Signed Escrow Waiver

Tammy Caya, Fiscal Officer

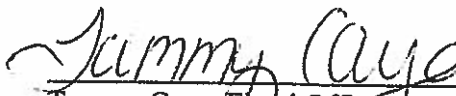
ESCROW WAIVER

In accordance with a certain Contract between the Village of Geneva-on-the-Lake, Ohio, (hereinafter referred to as "the Owner") and Klinginsmith Enterprises, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

KLINGINSMITH ENTERPRISES, INC.


Daniel Dawson, Vice President

VILLAGE OF GENEVA-ON-THE-LAKE


Tammy Caya, Fiscal Officer

NOTICE TO PROCEED

Project: Sanitary Siphon Replacement

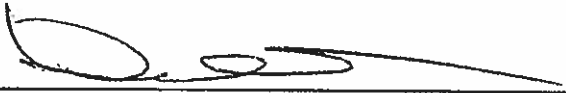
Owner: Village of Geneva-on-the-Lake
4929 South Warner Drive
Geneva-on-the-Lake, Ohio 44041

To: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by April 30, 2024.

VILLAGE OF GENEVA-ON-THE-LAKE



Dwayne M. Bennett, Sr., Mayor

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(<http://ffr.ohioauditor.gov/>)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(<https://www.sos.state.oh.us/records/debarred-contractors/>)

B2) CHECK FEDERAL SAM (System for Award Management) for
FEDERAL FUNDING (including sub-contractors), (if applicable)
(<https://www.sam.gov/SAM/>)

C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION
CONTRACT AWARD – ORC 9.32 (if applicable)

D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT
OF CONTRACT EXECUTION – ORC 153.64 (if applicable)



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Klinginsmith, Barbara**
Organization: **Klinginsmith Enterprises, Inc.**
Date: **10/19/2023 7:53:57 AM**

This search produced the following list of 5 possible matches:

Name/Organization	Address
Russell, Barbara	
Franklin, Ralph	15262 State Route 7 South
Franklinton Preparatory Academy	4721 Reading Rd.
Russell, Barabara	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Date Filed in Office	Debarment Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
3/12/2017	7/12/16-7/12/18	Contractors, Subcontractors, & Officers GM Mechanical, Inc.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	CIM Mechanical Services, Ltd.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	Gerald E. Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631
1/12/2017	7/12/16-7/12/18	Cleide F. Miller a/k/a Clyde Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631



State of Ohio Debarment List

State agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities Construction Commission (OFCC), the Ohio Department of Transportation (ODOT), the Department of Administrative Services (DAS), and the Ohio Secretary of State. Specifically, debarment authority is given to these agencies by R.C. [153.02](#), [5513.06](#), [125.25](#). The reasons for debarment are also prescribed by these statutes.

A debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until the debarment period expires. Neither the Ohio Revised Code nor the Ohio Administrative Code (OAC) establish prescribed debarment periods. Instead, these are determined on a case-by-case basis.

When conducting procurements, State agencies are required to use the Statewide Debarment List. For agencies using OhioBuys, suppliers' profiles can be referenced to determine their debarment status, plus systematic controls are in place preventing debarred vendors from doing business with State agencies. Additionally, agencies must use the Ohio Secretary of State's [Debarred Contractors List](#) and the United States General Services Administration's [System for Award Management \(SAM\)](#) list of federally debarred suppliers. State agencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to any person or company on any of these lists.

Show

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entries

Vendor	Vendor ID	Address			
Advocate Solutions, LLC	55662	762 S. Pearl Street, Columbus, OH 43206	1/9/2023	1/9/2028	DAS
A. Joseph Business Enterprises (see Nena Bradley, below)	169391	184 Rivers Edge Way Gahanna, OH 43230	2/24/2022	2/24/2027	DAS
AIN Systems, Inc.	Unavailable	7414 Trevenia Drive Blacklick, OH 43004	12/3/2018	12/3/2023	DAS
All Controls Corporation	88497	P.O. Box 1082 Chardon, OH 44024	1/13/2012	Permanent	ODOT
Atlas Central Corporation	65046	1207 Fairfield Ave, Cleveland, OH 44113	11/22/2005	Permanent	ODOT
Bright Chemical and Lighting Corporation	65443	PO Box 33528 North Royalton, OH 44133	1/13/2012	Permanent	ODOT
Charter Contracting Corporation	Unavailable	152 12th Street, Suite B Campbell, OH 44405	4/13/2014	Permanent	ODOT
Christian (Chris) Hilty	Unavailable	7075 Rocker Street Chagrin Falls, OH 44023	10/16/2008	Permanent	ODOT

David C. Oakes Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
Demitra Burkhart Officer: AIN Systems, Inc. (see above)	Unavailable	7414 Trevenia Drive Blacklick, OH 43004	12/3/2018	12/3/2023	DAS
Eron Colson	Unavailable	2640 Reynoldsburg-New Albany Road Blacklick, OH 43004	10/22/2021	10/22/2026	DAS
George Ginnis	Unavailable	5752 Webb Road Youngstown, OH 44515 492 Harmony Lane Campbell, OH 44405	9/9/2014	Permanent	ODOT
Gust Kafas Officer: Northern States Industrial Painting (Federal ID: 34-1953447) (see below)	Unavailable	11056 Jasmine Court Strongsville, OH 44136	1/29/2004	Permanent	ODOT
James Bright Officer: Bright Chemical and Lighting Corporation (see above)	Unavailable	5300 Wiltshire Road North Royalton, OH 44133	10/16/2008	Permanent	ODOT
James Hartory	Unavailable	10545 Locust Grove Chardon, OH 44024	10/16/2008	Permanent	ODOT
JASStek, Inc.	234439	500 Metro Place North, Suite 100 Dublin, OH 43017	11/10/2022	11/10/2024	DAS
Jatinder Singh	Unavailable	Unavailable	11/10/2022	11/10/2027	DAS
Larry Frangos Officer: Northern States Industrial Painting (Federal ID: 34-1526908) (see below)	Unavailable	4950 Kennedy Road Lowellville, OH 44436 5752 Webb Road Youngstown, OH 44515	10/8/2014	Permanent	ODOT
Laxman Sanyasi	Unavailable	Unavailable	11/10/2022	11/10/2027	DAS
Mark O'Donnell	Unavailable	157 Abbe Road South Elyria, OH 44035	10/16/2008	Permanent	ODOT
Nena Bradley (see A. Joseph Enterprises, above)	Unavailable	184 Rivers Edge Way Gahanna, OH 43230	2/24/2022	2/24/2027	DAS
North Shore Door Company, Inc.	66955	PO Box 88780 Atlanta, GA 30356	1/13/2012	Permanent	ODOT
Northern States Industrial Painting (Federal ID: 34- 1953447)	Unavailable	Unavailable	1/29/2004	Permanent	ODOT
Northern States Industrial Painting (Federal ID: 31- 1526908)	Unavailable	Unavailable	10/4/2004	Permanent	ODOT
Nozzle New, Inc.	70597	Unavailable	1/13/2012	Permanent	ODOT
Quattro, Inc.	77702	312 Walnut Street Suite 3100 Cincinnati, OH 45202	7/2/2013	Permanent	ODOT
Richard Goldizen	Unavailable	3060 Red Oak Drive Perry, OH 44024	10/16/2008	Permanent	ODOT
Robert Johnson (aka Jeff Johnson) Officer: Smith & Johnson Construction (see below)	Unavailable	1 Mironova Place Suite 2325 Columbus, OH 43215 885 Grandview Avenue Suite 270 Columbus, OH 43215	3/5/2007	Permanent	ODOT
Robert Jones, Jr.	Unavailable	10375 Misty Ridge Concord, OH 44077	10/16/2008	Permanent	ODOT

Sherif A. Aziz Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
Sherry B. Oakes Officer: TesTech (see below)	Unavailable	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
Sulakshana Singh	Unavailable	Unavailable	11/10/2022	11/10/2027	DAS
Smith & Johnson Construction Company	48083	855 Grandview Avenue Columbus, OH 43212	3/5/2007	Permanent	ODOT
TesTech	60837	1700 Lyons Road Dayton, OH 45458	2/7/2014	Permanent	ODOT
West Shore New Holland, Inc.	55247	32200 Lorain Road North Ridgeville, OH 44039	1/13/2012	Permanent	ODOT

Showing 1 to 35 of 35 entries

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Oct 3, 2023



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e.g. 123456789, Smith Corp

"Klinginsmith Enterprises, Inc."

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Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



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Dates



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November 21, 2023

Pennsylvania National Mutual Casualty Insurance Company
2 N. Second Street
Harrisburg, PA 17101

**Re: *Sanitary Siphon Replacement
Village of Geneva-on-the-Lake
Klingensmith Enterprises, Inc.***

To Whom It May Concern:

In compliance with Ohio Revised Code Section 9.32, we are hereby notifying you on behalf of the Village of Geneva-on-the-Lake that the Village of Geneva-on-the-Lake awarded a contract for the above referenced project to Klingensmith Enterprises, Inc., currently named as principal on a Bond given as surety to the Village of Geneva-on-the-Lake.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Chris D. DeLuca
Project Manager

CHD:mep

cc: Russell W. Gibson, Penn Western Bonding, LLC

H:\2021\210710\SPEC\Contract Ltrs & Final Doc Pkg - Merge document.docx

Michael Pittenger

From: Michael Pittenger
Sent: Tuesday, November 21, 2023 12:15 PM
To: jmzassick@firstenergycorp.com; Relocation@dominionenergy.com; jon.hobby@windstream.com; DL-Great-Lakes-NEO-Akron-Construction-Long-Team; Sprague, Jason W
Subject: Construction Project Commencement - 210710 - GOTL - Sanitary Siphon Replacement
Attachments: Utility email.pdf; 011100 - SUMMARY OF WORK.pdf; DWGS - 210710 GENEVA-ON-THE-LAKE SIPHON.pdf; Bidders List Report.pdf

Please see attached Notice of Construction Project Commencement.

Plans & Specs can be reviewed on our website at <https://bids.ctconsultants.com> - Opened & Awarded tab

Thank You,

Michael E. Pittenger

Contract Document Coordinator, Inspection & Testing, CESSWI

440-530-2205 Direct
440-487-6148 Cellular
mpittenger@ctconsultants.com

CT Consultants, Inc.
8150 Sterling Court
Mentor, OH 44060
440-951-9000 Office
440-951-7487 Fax
www.ctconsultants.com



LEADING THROUGH
the next 100 years



August 24, 2023

Alyssa Ferguson,
Operations Manager
Klinginsmith Enterprises Inc.
12984 Sportsman Road/ PO Box 5135
Conneaut Lake, PA 16316

SUBJECT: Certificate of Compliance Certification
Status: Conditional
Effective Dates: August 24, 2023 - February 24, 2024

Dear Alyssa Ferguson:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Klinginsmith Enterprises Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Klinginsmith Enterprises Inc. to maintain certification status, Klinginsmith Enterprises Inc. must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Klinginsmith Enterprises Inc. has agreed.

Sincerely,

Monica L. Womack
Chief

Entity#: 4616249
Filing Type: FOREIGN CORPORATION
Original Filing Date: 02/11/2021
Location: --
Business Name: KLINGINSMITH ENTERPRISES INC.

Status: Active
Exp. Date: -

Agent/Registrant Information


DANIEL DAWSON
719 BUFFALO STREET
CONNEAUT OH 44030
02/11/2021
Active

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LICENSE/FOR-PROFIT	02/11/2021	202104202262


UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 20th of October, A.D. 2023

Ohio Secretary of State





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
02/11/2021	202104202262	FOREIGN FOR PROFIT CORPORATION - LICENSE (FLF)	99.00	200.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

KLINGINSMITH ENTERPRISES INC.
 12984 SPORTSMAN ROAD
 PO BOX 5135
 CONNEAUT LAKE, PA 16316

**STATE OF OHIO
 CERTIFICATE**

Ohio Secretary of State, Frank LaRose
 4616249

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
KLINGINSMITH ENTERPRISES INC.

and, that said business records show the filing and recording of:

Document(s)

FOREIGN FOR PROFIT CORPORATION - LICENSE

Effective Date: 02/11/2021

Document No(s):

202104202262

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio this
 11th day of February, A.D. 2021.

Frank LaRose

Ohio Secretary of State

Sanitary Siphon Replacement
Village of Geneva on the Lake
Bid Opening Date: October 20, 2023
Bid Tabulation Summary

Project No. 210710

LIST OF BIDDERS

BIDDER

- 1 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

- 2 Geauga Highway Company
14126 Main Market Road
Hiram, OH 44234
Phone number: (440) 346-4309

- 3 D. B. Bentley, Inc.
2649 Narrows Road
Painesville, OH 44077
Phone number: (440) 352-8495

- 4 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

- 5 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

Sewer Siphon Replacement
Village of Geneva on the Lake
Bid Opening Date: October 20, 2023
Bid Tabulation Summary

Project No. 210710

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	Klinginsmith Construction Co.	\$349,950.00	
2.	Geauga Highway Company	\$350,707.40	
3.	D. B. Bentley, Inc.	\$412,450.00	
4.	J. S. Bova Excavating	\$542,847.00	
5.	S.E.T. Inc.	\$608,416.00	

Sanitary Siphon Replacement
 Village of Geneva on the Lake
 Bid Opening Date: October 20, 2023
 Bid Tabulation Summary

Project No. 210710

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (SPC) PRECONSTRUCTION VIDEO DOCUMENTATION						
Klineinsmith Construction Co.	\$0.00	\$1,500.00	\$1,500.00		\$1,500.00	
Geauga Highway Company	\$1,500.00	\$0.00	\$1,500.00		\$1,500.00	
D. B. Bentley, Inc.	\$5,600.00	\$400.00	\$6,000.00		\$6,000.00	
J. S. Bova Excavating	\$500.00	\$250.00	\$750.00		\$750.00	
S.E.T. Inc.	\$1,500.00	\$0.00	\$1,500.00		\$1,500.00	
2. 1.00 LS OF (SPC) BONDS AND INSURANCES, AS PER PLAN						
Klineinsmith Construction Co.	\$0.00	\$40,256.00	\$40,256.00		\$40,256.00	
Geauga Highway Company	\$0.00	\$50,000.00	\$50,000.00		\$50,000.00	
D. B. Bentley, Inc.	\$0.00	\$10,000.00	\$10,000.00		\$10,000.00	
J. S. Bova Excavating	\$86,212.00	\$6,788.00	\$93,000.00		\$93,000.00	
S.E.T. Inc.	\$7,800.00	\$0.00	\$7,800.00		\$7,800.00	
3. 1.550.00 FT OF (202) SANITARY SEWER ABANDONED, GROUT FILLED, AS PER PLAN						
Klineinsmith Construction Co.	\$9.00	\$11.50	\$20.50		\$31,775.00	
Geauga Highway Company	\$5.83	\$1.30	\$7.13		\$11,051.50	
D. B. Bentley, Inc.	\$8.00	\$7.00	\$15.00		\$23,250.00	
J. S. Bova Excavating	\$3.50	\$2.00	\$5.50		\$8,525.00	
S.E.T. Inc.	\$2.00	\$4.00	\$6.00		\$9,300.00	
4. 1.00 EACH OF (202) MANHOLE ABANDONED, AS PER PLAN						
Klineinsmith Construction Co.	\$500.00	\$500.00	\$1,000.00		\$1,000.00	
Geauga Highway Company	\$850.00	\$450.00	\$1,300.00		\$1,300.00	
D. B. Bentley, Inc.	\$5,000.00	\$2,000.00	\$7,000.00		\$7,000.00	
J. S. Bova Excavating	\$2,865.00	\$355.00	\$3,220.00		\$3,220.00	
S.E.T. Inc.	\$927.00	\$788.00	\$1,715.00		\$1,715.00	
5. 30.00 SY OF (SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN						
Klineinsmith Construction Co.	\$634.00	\$751.50	\$1,385.50		\$41,565.00	
Geauga Highway Company	\$100.00	\$95.00	\$195.00		\$5,850.00	
D. B. Bentley, Inc.	\$250.00	\$150.00	\$400.00		\$12,000.00	
J. S. Bova Excavating	\$117.00	\$85.00	\$202.00		\$6,060.00	
S.E.T. Inc.	\$170.00	\$119.00	\$289.00		\$8,670.00	

**Sanitary Siphon Replacement
Village of Geneva on the Lake
Bid Opening Date: October 20, 2023
Bid Tabulation Summary**

Project No. 210710

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

<u>Bidders</u>	<u>Labor</u>	<u>Material</u>	<u>Calculated Unit Price</u>	<u>Bidder's Informal Unit Price</u>	<u>Calculated Line Item Total</u>	<u>Bidder's Informal Line Item Total</u>
6. 40.00 FT OF (603) 8 INCH SANITARY SEWER, AS PER PLAN						
Klingsmith Construction Co.	\$100.00		\$155.00		\$6,200.00	
Geauga Highway Company	\$80.00	\$50.00	\$130.00		\$5,200.00	
D. B. Bentley, Inc.	\$200.00	\$50.00	\$250.00		\$10,000.00	
J. S. Bova Excavating	\$564.00	\$48.00	\$612.00		\$24,480.00	
S.E.T. Inc.	\$54.00	\$31.00	\$85.00		\$3,400.00	
7. 220.00 FT OF (603) 10 INCH SANITARY SEWER, AS PER PLAN						
Klingsmith Construction Co.	\$100.00	\$65.00	\$165.00		\$36,300.00	
Geauga Highway Company	\$100.00	\$52.18	\$152.18		\$33,479.60	
D. B. Bentley, Inc.	\$90.00	\$80.00	\$170.00		\$37,400.00	
J. S. Bova Excavating	\$150.00	\$80.00	\$230.00		\$50,600.00	
S.E.T. Inc.	\$139.00	\$51.00	\$190.00		\$41,800.00	
8. 2.00 EACH OF (SPC) BULKHEAD EXISTING PIPE, AS PER PLAN						
Klingsmith Construction Co.	\$250.00		\$500.00		\$1,000.00	
Geauga Highway Company	\$450.00		\$650.00		\$1,300.00	
D. B. Bentley, Inc.	\$3,000.00		\$3,500.00		\$7,000.00	
J. S. Bova Excavating	\$1,000.00		\$1,055.00		\$2,110.00	
S.E.T. Inc.	\$200.00		\$250.00		\$500.00	
9. 2.00 EACH OF (604) CONNECTION TO EXISTING SANITARY MANHOLE, AS PER PLAN						
Klingsmith Construction Co.	\$1,340.00	\$175.00	\$1,515.00		\$3,030.00	
Geauga Highway Company	\$2,660.00	\$200.00	\$2,860.00		\$5,720.00	
D. B. Bentley, Inc.	\$3,000.00	\$1,000.00	\$4,000.00		\$8,000.00	
J. S. Bova Excavating	\$3,400.00	\$380.00	\$3,780.00		\$7,560.00	
S.E.T. Inc.	\$1,049.00	\$154.00	\$1,203.00		\$2,406.00	
10. 2.00 EACH OF (604) JUNCTION CHAMBER, AS PER PLAN						
Klingsmith Construction Co.	\$3,000.00	\$8,530.00	\$11,530.00		\$23,060.00	
Geauga Highway Company	\$9,050.00	\$2,000.00	\$11,050.00		\$22,100.00	
D. B. Bentley, Inc.	\$3,500.00	\$7,500.00	\$11,000.00		\$22,000.00	
J. S. Bova Excavating	\$15,985.00	\$33,496.00	\$48,581.00		\$97,162.00	
S.E.T. Inc.	\$6,200.00	\$8,800.00	\$15,000.00		\$30,000.00	

Sanitary Siphon Replacement
 Village of Geneva on the Lake
 Bid Opening Date: October 20, 2023
 Bid Tabulation Summary

Project No. 210710

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

	<u>Bidders</u>			<u>Calculated Unit Price</u>	<u>Bidder's Informal Unit Price</u>	<u>Calculated Line Item Total</u>	<u>Bidder's Informal Line Item Total</u>
	<u>Labor</u>	<u>Material</u>					
11. 730.00 FT OF (611) 8 INCH CONDUIT, HORIZONTAL DIRECTIONAL DRILLING WITHOUT CASING, AS PER PLAN							
Klingsmith Construction Co.	\$76.00	\$29.80		\$105.80		\$77,234.00	
Geauga Highway Company	\$114.27	\$20.00		\$134.27		\$98,017.10	
D. B. Bentley, Inc.	\$100.00	\$80.00		\$180.00		\$131,400.00	
J. S. Bova Excavating	\$151.00	\$13.00		\$164.00		\$119,720.00	
S.E.T. Inc.	\$240.00	\$75.00		\$315.00		\$229,950.00	
12. 730.00 FT OF (611) 10 INCH CONDUIT, HORIZONTAL DIRECTIONAL DRILLING WITHOUT CASING, AS PER PLAN							
Klingsmith Construction Co.	\$76.00	\$35.00		\$111.00		\$81,030.00	
Geauga Highway Company	\$115.64	\$28.00		\$143.64		\$104,857.20	
D. B. Bentley, Inc.	\$100.00	\$80.00		\$180.00		\$131,400.00	
J. S. Bova Excavating	\$150.00	\$19.00		\$169.00		\$123,370.00	
S.E.T. Inc.	\$290.00	\$75.00		\$365.00		\$266,450.00	
13. 1.00 EACH OF (611) TYPE "A" SANITARY MANHOLE, AS PER PLAN							
Klingsmith Construction Co.	\$2,000.00	\$4,000.00		\$6,000.00		\$6,000.00	
Geauga Highway Company	\$7,332.00	\$3,000.00		\$10,332.00		\$10,332.00	
D. B. Bentley, Inc.	\$4,500.00	\$2,500.00		\$7,000.00		\$7,000.00	
J. S. Bova Excavating	\$2,887.00	\$3,403.00		\$6,290.00		\$6,290.00	
S.E.T. Inc.	\$2,244.00	\$2,681.00		\$4,925.00		\$4,925.00	

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned, Daniel Dawson, the duly authorized representative of Klinginsmith Enterprises, Inc., do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents and all of the conditions surrounding these provisions including but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of Federal Prevailing Wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the Federal Wage Rates, and forwarding same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: Daniel Dawson
(Signature)

DATE: 11-22-2023

TITLE: Daniel Dawson, Vice President-----

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
Village of Geneva-on-the-Lake	11-22-2023
C/O	PROJECT NUMBER (If any) 210710
	PROJECT NAME Sanitary Siphon Replacement

1. The undersigned, having executed a contract with the Village of Geneva-on-the-Lake for the construction of the above-identified project, acknowledges that
 - (a) The Labor Standards Provisions are included in the aforesaid contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility;
2. He certifies that
 - (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. He certifies that
 - (a) The legal name and the business address of the undersigned is Klinginsmith Enterprises, Inc.
12984 Sportman Rd.
Conneaut Lake, PA. 16316
 - (b) The undersigned is
 - (1) A single Proprietorship
 - (2) A Corporation organized in the State of Pennsylvania
 - (3) A Partnership
 - (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

NAME	TITLE	ADDRESS
Barbara Klinginsmith	President	13077 Sportsman Rd Conneaut Lake PA 16036
Daniel Dawson	Vice President	719 Buffalo St. Conneaut OH 4403
Alissa Ferguson	Sec./Treasurer	15614 Kane Rd Atlantic PA 16114

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest: (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST
Mike Gillette	Livesville, PA	Job Foreman
Ronald Rendovic	Atlantic, PA	Lead Operator

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	TRADE CLASSIFICATION
NONE		

11/22/2023
Date

Klinginsmith Enterprises, Inc.
(Contractor)

Daniel Dawson, Vice President
(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR
Klingensmith Enterprises, Inc.

PROJECT NUMBER (If any)
210710

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

Name and address of Bidder (Include ZIP Code)

Klingensmith Enterprises, Inc.
12984 Sportman Rd.
Conneaut Lake, PA. 16316

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please print or type)

Daniel Dawson V.P.

Daniel Dawson

SIGNATURE

11-22-2023

DATE

Modeled after form HUD-12

CDBG.CF.4

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned BIDDER, Klinginsmith Enterprises, Inc., certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis or race, color, religion, or national origin, because of habit, local custom, or otherwise. The BIDDER agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 11-22-2023



(Signature of Bidder's Representative)

Daniel Dawson

(Printed or Typed Name of Representative)

Vice President

(Title of Bidder's Representative)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name Daniel Dawson
Title Daniel Dawson, Vice President
Date 11/22/2023

SUBCONTRACTORS

NA

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

***Please Submit Extra Sheet If Necessary**

CURRENT TOTAL WORKFORCE BREAKDOWN

COMPANY: Klinginsmith Enterprises, Inc.

DATE: 11-22-2023

List Total Workforce (All Employees) for the Company

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other
Officers/ Supervisors	3	2	3					
Professionals								
Technicians								
Housing/Sales/ Rental/Mgmt.								
Office/ Clerical								
Service Workers								
Journeyman	8		8					
Helpers								
Apprentices								
Trainees								
Trade: mechanic	1		1					
Trade:								
Other:								
Other:								
TOTAL:	12	2	12	0	0	0	0	0

***List Construction Trade / Other Job Title**

Business Name Klinginsmith Enterprises, Inc.			Date Completed 11, 22, 2023
Project Name Sanitary Siphon Replacement			City Conneaut Lake
EEO Officer	Telephone Number 814-382-4818	Fax Number 814-382-2377	Email Address dandawson59@outlook.com

PROPOSED PROJECT WORKFORCE BREAKDOWN

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other	# of positions not current occupied	# of positions to be filled with SEC 3 persons
Officers/ Supervisors										
Professionals										
Technicians										
Housing/Sales/ Rental/Mgmt.										
Office/ Clerical										
Service Workers										
Journeyman	6		6						0	
Helpers										
Apprentices										
Trainees										
Trade:										
Trade:										
Other:										
Other:										
TOTAL:	6		6							

List ONLY the Employees that will be Working on the Project

*List Construction Trade / Other Job Title

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

N/A

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
Village of Geneva-on-the-Lake	
C/O	PROJECT NUMBER (If any) 210710
	PROJECT NAME Sanitary Siphon Replacement

1. The undersigned, having executed a contract with Klinginsmith Enterprises, Inc. for the following work:

_____ in the amount of \$ _____ for the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract;
 - (b) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].
 - (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the Contractor for transmittal to the recipient within ten (10) days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractors, in duplicate.

The workmen will report for duty on or about _____ (date).

3. He certifies that

- (a) The legal name and the business address of the undersigned are

- (b) The undersigned is

- _____ (1) A single Proprietorship
- _____ (2) A Corporation organized in the State of _____
- _____ (3) A Partnership
- _____ (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

N/A

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	TRADE CLASSIFICATION

Date

(Subcontractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

N/A

NAME OF PRIME CONTRACTOR
Klingensmith Enterprises, Inc.

PROJECT NUMBER (If any)
210710

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the Owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Name and Address of Subcontractor (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes _____ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

_____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

_____ Yes _____ No

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs 1 through 4 of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.



Signature

11-22-2023

Date

Daniel Dawson, Vice President