

**RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, GENEVA CITY, AND CMG CONTRACTING, LLC. FOR PY23 CDBG – GENEVA CITY SENIOR CENTER ADA IMPROVEMENT IN GENEVA CITY - CDBG ALLOCATION THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

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

**Scope:** Third party agreement for Senior Center ADA Improvements in Geneva City

**Parties:** Ashtabula County Commissioners, 25 W. Jefferson St. Jefferson OH 44047  
Geneva City, 44 North Forest Street, Geneva, Ohio 44041  
CMG Contracting, LLC 11729 Chillicothe Rd., Chesterland, Ohio 44094

**Cost:** Total project costs \$122,000.00  
Not to exceed \$110,500.00 from PY23 CDBG Allocation Grant

**Term:** begins upon board approval and completed no later than November 29, 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. 2024-446**

**September 26, 2024**

**RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, GENEVA CITY, AND CMG CONTRACTING, LLC. FOR PY23 CDBG – GENEVA CITY SENIOR CENTER ADA IMPROVEMENT IN GENEVA CITY - CDBG ALLOCATION THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

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

**VOTE:**

**Kathryn L. Whittington**

**Aye**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**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.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



NOTICE OF AWARD

TO: CMG Contracting, LLC  
11729 Chillicothe Rd.  
Chesterland, Ohio 44094

PROJECT: SENIOR CENTER ADA IMPROVEMENTS

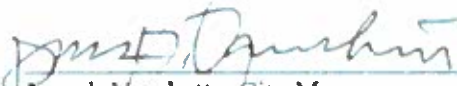
You are notified that your Bid which was opened on 8/2/24 has been accepted for items in the amount of \$122,000.00 at the unit bid prices as reflected in the bid tabulation contained herein.

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.

CITY OF GENEVA

  
\_\_\_\_\_  
Joseph Varcette, City Manager

9/6/24  
\_\_\_\_\_  
Date

ACKNOWLEDGMENT

CMG CONTRACTING, LLC

  
\_\_\_\_\_  
Nick Manfroni, President

9-3-24  
\_\_\_\_\_  
Date

**RESOLUTION NO. 3607**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE BID OF CMG CONTRACTING OF ASHTABULA FOR THE SENIOR CENTER ADA IMPROVEMENTS, AND DECLARING AN EMERGENCY.**

NOW BE IT RESOLVED by the Council of the City of Geneva, State of Ohio, that:

SECTION I. The bid of CMG Contracting of Ashtabula, Ohio for the Senior Center ADA Improvements in the amount of \$122,000.00 be accepted, being the lowest and best bid for said improvement as set forth in the specifications of the City.

SECTION II. The City Manager is hereby authorized to enter into a contract with the above-named company for the Senior Center ADA Improvements as stated above.

SECTION III: It is found and determined that all formal actions of the Council of the City of Geneva concerning and relating to the adoption of this Ordinance were taken in an open meeting of the Council of the City of Geneva and that all deliberations of the Council that resulted in these formal actions were in a meeting open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

SECTION IV. That this resolution is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and safety of the City of Geneva and therefore, this resolution shall take effect and be in full force immediately upon its passage.

Passed this 12<sup>th</sup> day of August, 2024.

John V. Barber  
President of Council

Attest: Chylla A. Dunlap  
Clerk of Council

CERTIFICATE  
I hereby certify that the foregoing  
is a true copy of Resolution No.  
3607  
adopted by the Council of  
the City of Geneva, Ohio on  
8/12/2024  
8/12/2024 Chylla A. Dunlap  
Date Clerk of Council



Bid Opening Report – Apparent Bids

Bid Date: August 2, 2024 at 12:00 p.m.

**241563 – Senior Center ADA Improvements – City of Geneva**

Opinion of Probable Construction Cost: \$111,000.00

BIDDER NAME	Bond/ Check	Addenda Received: 2	Informal Total Bid
CMG Contracting ✓	✓	✓	\$ 122,000.00
James Martin Contractor Services, LLC ✓	✓	✓	\$ 129,190.00
Perk Company, Inc. ✓	✓	✓	\$ 209,000.00
<del>Union Industrial Contractors, Inc.</del>	—	—	—

H:\2024\241563\SPEC\Bid Opening Report\Bid Opening Report - CDBG With Signature Doc

X *Elle Stanton*  
City of Geneva



## Bid Opening Minutes

**Project:** *Senior Center ADA Improvements  
City of Geneva*

**Project No.:** *241563*

**Date:** *August 2, 2024*

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- Announced to attendees that this is the Bid Opening for the Senior Center ADA Improvements project.
- Attendees – See attached Sign –In Sheet
- Bids Opened – 12:00 p.m. and apparent bid totals were announced and listed on the Bid Opening /Apparent Bids Report.
- Apparent Low Bidder was announced as CMG Contracting (Bid Opening /Apparent Bids Report attached). Announcement that Apparent Bids would be posted on CT Consultants, Inc.'s website this afternoon and Bid Tabulation would be posted after project is awarded per O.R.C. 9.28.
- Meeting Adjourned – 12:20 p.m.



BID OPENING SIGN-IN SHEET

241563 – Senior Center ADA Improvements – City of Geneva

NAME	COMPANY (REPRESENTING)	ADDRESS	CITY	ZIP	PHONE#	EMAIL ADDRESS
Tony Icarzo	PERK COMPANY	3740 CLEVELAND AVE	CLEVELAND	44115	330.203.2978	aignazio@perc.com
Richard Woodruff	General Contracting	3649 Broad Rd Geneva, OH	Geneva	44081	440-396-6088	jim@generalcontracting.com
Amy D. Topewski	CT Consultants, Inc.	2150 Sterling Court	Mentor	44121	440-530-2242	atopewski@consultants.com
Nick Mastrom	CMG Contracting	1729 Ch. North. Rd	Chardon	44014	440.487.9868	Nick@cmg.companies.lc
Ella Stanton	City of Geneva	47 N Forest St	Geneva	44041		estanton@genevaohio.gov

H:\2024\241563\SPEC\Bid Opening Report\Bid Opening SIGNIN Docx



August 8, 2024

Mr. Joseph Varckette  
City Manager  
City of Geneva  
44 North Forest Street  
Geneva, Ohio 44041

**Re: Senior Center ADA Improvements  
Bid Results**

Dear Mr. Varckette:

Bids were received for the above-referenced project on August 2, 2024, and attached you will find a copy of the Bid Tabulation outlining each bid for your review. The bids ranged from a low bid of \$122,000.00 to a high bid of \$200,000.00 as compared to the Opinion of Probable Construction Cost of \$111,000.00.

The low bidder for this improvement is CMG Contracting of Ashtabula, Ohio whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

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

Respectfully,

**CT CONSULTANTS, INC.**

Andrew D. Torowski, NCARB  
*Project Architect*

ADT:mep

Enclosures

cc: Lene Hill, P.E., CT Consultants, Inc.

H:\2024\241563\SPEC\Bid Results Letter\_8\_8\_24\_Doc

Senior Center ADA Improvements  
 OWNER: City of Geneva  
 PROJECT NO.: 241663  
 BID OPENING DATE: August 2, 2024

BID TABULATION

Ref No.	Description	Quan	Unit	C/MG Contracting			James Martin Contractor Services, LLC			Perk Company, Inc.		
				Unit Price Labor	Unit Price Material	Total Unit Price	Unit Price Labor	Unit Price Material	Total Unit Price	Unit Price Labor	Unit Price Material	Total Unit Price
1	GENERAL TRADES	1	LUMP	\$42,000.00	\$75,000.00	\$117,000.00	\$0.00	\$124,190.00	\$124,190.00	\$75,000.00	\$195,000.00	\$195,000.00
2	CONTINGENCY / DISCRETIONARY ALLOWANCE	1	LUMP	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
Total Bid Amount - Base Bid						\$122,000.00		\$129,190.00				\$200,000.00

## CONTRACT

### FOR SENIOR CENTER ADA IMPROVEMENTS

THIS AGREEMENT, made and entered into at Geneva, Ohio, this 6th day of September, 2024, by and between the City of Geneva ("OWNER"), Ohio, Ashtabula County Board of Commissioners (CDBG Recipient) and CMG Contracting, LLC ("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

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, at such times and in such order as the OWNER may direct. Further he 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, 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 \$122,000.00.

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

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

CMG CONTRACTING, LLC



Nick Manfroni, President

CITY OF GENEVA



Joseph Varckette, City Manager

I hereby certify that funds in the amount of One Hundred Twenty-Two Thousand and 00/100 Dollars (\$122,000.00) 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.



Traci Welch, Finance Director

APPROVED AS TO FORM:



Gary Pasqualone, Solicitor

CDBG RECIPIENT: ASHTABULA COUNTY COMMISSIONERS



Kathryn L. Whittington, President

**LEGAL REVIEW**

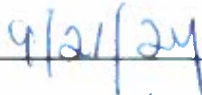
Agreement Title: **SENIOR CENTER ADA IMPROVEMENTS** (City of Geneva)

An Agreement between CMG Contracting, LLC, the City of Geneva,  
and Ashtabula County Commissioners, for the **SENIOR CENTER ADA IMPROVEMENTS**.  
(CDBG \_\_\_\_\_).

The above titled agreement is approved as to legal form:



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



\_\_\_\_\_  
Date

MGH 9/17/24  
Master Matter 2024-CON-191

**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:

\_\_\_\_\_ ( \_\_\_\_\_ ) in the amount not to exceed **\$122,000.00** and free from any previous encumbrances.

Agreement Title: **Construction Contract**

By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and CMG Contracting, LLC for the purposes of providing construction services pertinent to the **SENIOR CENTER ADA IMPROVEMENTS** project in the Ashtabula County General Sewer District.

SIGNED

\_\_\_\_\_  
David J. Thomas  
*Ashtabula County Auditor*

\_\_\_\_\_  
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**

**B) CERTIFICATE OF INSURANCE FOR  
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

**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.





# INSURANCE BINDER

DATE (MM/DD/YYYY)  
09/06/2024**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.**

<b>AGENCY</b> Luikart Insurance Agency 7316 Center Street Mentor, OH 44060		<b>COMPANY</b> 123OCP		<b>BINDER #</b> 3401243	
<b>PHONE (AC, No, Ext):</b> (440) 974-6700 <b>FAX (AC, No):</b> (440) 974-6282		<b>DATE EFFECTIVE</b> 09/05/2024		<b>DATE EXPIRATION</b> 12/30/2024	
<b>CODE</b> 3401243 <b>SUB CODE:</b>		<b>TIME</b> AM PM		<b>TIME</b> 12 01 AM NOON	
<b>AGENCY CUSTOMER ID:</b> CM2212081222027		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPRNG POLICY# 140667T			
<b>INSURED AND MAILING ADDRESS</b> City of Geneva 44 North Forest Street Geneva, Ohio 44041		<b>DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (including Location)</b> Senior Center ADA Improvemens			

**COVERAGES****LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COVS %	AMOUNT
<b>PROPERTY CAUSES OF LOSS</b> <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR Owners Contractors Protectiv. W10579-090424-0176456 RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$
<b>VEHICLE LIABILITY</b> <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				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
<b>VEHICLE PHYSICAL DAMAGE DED</b> <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM    RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>SPECIAL CONDITIONS / OTHER COVERAGES</b>				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

**NAME & ADDRESS**

<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LENDER'S LOSS PAYABLE LOAN # AUTHORIZED REPRESENTATIVE 	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE
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## CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in Arizona

Binders are effective for no more than ninety (90) days.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

### Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

### Applicable in Montana

No binder shall be valid beyond the issuance of the policy with respect to which it was given or beyond 90 days from its effective date, whichever period is the shorter. If the policy has not been issued, a binder may be extended or renewed beyond such 90 days with the written approval of the insurer.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

### Applicable in Oklahoma

All policies shall expire at 12 01 a.m. standard time on the expiration date stated in the policy.

### Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

### Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.



**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](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
80124349

Period Specified Below  
07/01/2024 to 07/01/2025

CMG Contracting LLC  
36471 Eddy Rd  
Wiloughby Hls OH 44094-8415



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not proscribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation

**BID SECURITY**

**CONTRACTOR SHALL INSERT ONE OF THE FOLLOWING FORMS  
OF BID SECURITY BEHIND THIS PAGE AND  
SUBMIT WITH THE BID.**

**(Made payable to the Owner)**

**CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID**

**OR**

**IRREVOCABLE LETTER OF CREDIT FOR 10% OF THE AMOUNT BID**

**OR**

**BID GUARANTEE AND CONTRACT BOND**

**(BID/PERFORMANCE/PAYMENT" BOND, a.k.a., "ROLLOVER BOND")**

**FOR 100% OF THE AMOUNT BID INCLUDING ALL ALTERNATES**

**PER O.R.C. SECTIONS 153.54 AND 153.571**

Notes:

- 1) A bond form is intentionally not included in the bid form package. The Surety Agent shall supply a bond with language that meets O.R.C. 153.571. If the Surety does not have one, a blank master is available at <https://bids.ctconsultants.com> .
- 2) Standalone Bid Bonds do not comply with this Bid Security requirement.

**Bid Guaranty and Contract Bond**

(Section 153.571 and 3929.121 Ohio Revised Code)



**WESTFIELD GROUP**

Westfield Center, Ohio 44251-5001

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned CMG Contracting LLC  
11729 Chillicothe Road, Chesterland, Ohio 44026  
as principal and Westfield Insurance Co. as sureties, are hereby held and firmly bound unto City of Geneva  
44 North Forest Street, Geneva, Ohio 44041  
as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on 08/08/2024 to  
undertake the project known as Geneva Senior Center, Geneva Ohio. The  
penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids  
made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the  
amount of One Hundred Twenty Two Thousand Dollars & 00/100 dollars.  
(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, administrator,  
successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for Senior Center ADA Improvements

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid,  
plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the  
penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest  
bidder to perform the work covered by the bid, or in the event the obligee does not award the contract to the next lowest bidder and resubmits the  
project for bidding, the principal pays to the obligee the difference not to exceed ten 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 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 Westfield Insurance Company  
1 Park Circle, Westfield Center, Ohio  
shall well and faithfully do and perform the things agreed by CMG Contracting LLC  
11729 Chillicothe Road, Chesterland, Ohio 44026  
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 suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation  
shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any  
and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed this 2nd day August, 2024

PRINCIPAL: Nick Manfredi CMG Contracting  
BY: Nick Manfredi  
TITLE: Owner  
SURETY: WESTFIELD INSURANCE CO.  
BY: Kenneth S Saywell  
Kenneth S Saywell . Attorney-in-fact

SURETY COMPANY ADDRESS:  
BOND DEPARTMENT  
WESTFIELD INSURANCE CO.  
P. O. BOX 5001, 1 PARK CIRCLE  
WESTFIELD CENTER, OHIO 44251-5001

SURETY AGENT'S ADDRESS:  
AGENCY NAME: Luikart Insurance Agency  
STREET: 7316 Center Street  
CITY, STATE, ZIP: Mentor, Ohio 44060

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/29/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3412431 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint KENNETH S. SAYWELL, DIANE APANASEWICZ, DEBORAH HUSS, JENNIFER KAPROSY, JOINTLY OR SEVERALLY

of MENTOR and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000)----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions.

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of JULY A D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss:

On this 29th day of JULY A.D. 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument, that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2 day of August A.D. 2024



Frank A. Carrino Secretary

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the 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:

Total contract sum not to exceed \$122,000 of which the CDBG recipient is responsible to pay an amount not to exceed \$110,500 from 2701.511.525-650.0103 of the total contracted amount.

**Agreement Title:** Construction Contract

**Between:** THIRD PARTY AGREEMENT By and Between the Ashtabula County Board of Commissioners, by and through the Department of Planning and Development, and CMG Contracting, LLC for the purposes of providing construction services pertinent to the SENIOR CENTER ADA IMPROVEMENTS



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**David Thomas**  
Ashtabula County Auditor

Date: \_\_\_\_\_

9/24/24