

RESOLUTION APPROVING CONTRACT WITH MARUCCI & GAFFNEY EXCAVATING CO. FOR REHABILITATION OF SOUTH RIDGE ROAD BRIDGE, ENGINEER'S OFFICE

WHEREAS, Tim Martin, Ashtabula County Engineer, has presented a contract for the approval of the Board, to-wit:

Scope: Rehabilitation of the South Ridge Road Bridge Bid #322

Provider: Marucci & Gaffney Excavating Co. 18 Hogue Street, Youngstown, Ohio 44502

Cost: **Not to Exceed: \$2,148,778.10**

Term: 1 year from date of execution

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.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-223

May 06, 2025

**RESOLUTION APPROVING CONTRACT WITH MARUCCI & GAFFNEY
EXCAVATING CO. FOR REHABILITATION OF SOUTH RIDGE ROAD BRIDGE,
ENGINEER'S OFFICE**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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.

Lisa Hawkins

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

**ASHTABULA COUNTY ENGINEER'S DEPARTMENT
ASHTABULA, OHIO**

**COUNTY OF ASHTABULA
DEPARTMENT OF TRANSPORTATION
ATB. C.H. 22, SEC. Z
BRIDGE SUPERSTRUCTURE REPLACEMENT
KINGSVILLE TOWNSHIP
ASHTABULA COUNTY, OHIO**

**TO PROSPECTIVE BIDDERS
APRIL 15, 2025**

ADDENDUM NO. 1

The attention of all prospective bidders for the subject project (PID# 115996) is directed to the following additions and modifications to the bidding documents:

ADDITIONS AND MODIFICATIONS TO THE PLANS AND SPECIFICATIONS:

1. All Trees and brush cut by Ashtabula County Prior to Indiana Bat Date that remain at the site are to be cleaned up by contractor and included in Item 201 Clearing and Grubbing.
2. Note for Item 513 on page 7 of 16 paragraph 4 shall read:

ALL INCIDENTALS NOT COVERED BY ANOTHER ITEM WILL BE INCLUDED IN THE UNIT BID PRICE FOR THE BEAM SPAN. THIS INCLUDES, BUT NOT LIMITED TO, MASONRY, BEARING PADS, SHEAR STUD, ANCHOR BOLTS AND THEIR DOWEL HOLES, BRIDGE RAILING AND MAKING OF IT CONTINUOUS TO THE APPROACH BRIDGE TERMINAL ASSEMBLIES, AND ALL ACCOMPANYING HARDWARE, ECT.

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1
COUNTY OF ASHTABULA
DEPARTMENT OF TRANSPORTATION
ATB. C.H. 22, SEC. 2
BRIDGE SUPERSTRUCTURE REPLACEMENT
KINGSVILLE TOWNSHIP
ASHTABULA COUNTY, OHIO**

Our office has received Addendum No. 1 (Two pages including this one) and will include the changes in our Bid Proposal. Provide a signed copy of this page with your proposal and also fax the completed and signed acknowledgement to 440-576-3719

Company Name Marucci & Gaffney Excavating

Address 18 Hogue St.

Youngstown, OH 44502

Signature 

Title Project Manager

Date 4/15/25

BID GUARANTY AND CONTRACT BOND (Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Marucci & Gaffney Excavating Co.,
as principal and Western Surety Company as sureties,
are hereby held and firmly bound unto Ashtabula County Board of Commissioners & Ohio Department of Transportation
as OWNER in the penal sum of the dollar amount of the bid submitted by the principal to the OWNER on
April 18, 2025 to undertake the project
known as South Ridge Road Bridge Rehabilitation -CH 22 SEC Z - PID 11 - PID 115996.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the OWNER incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the OWNER, which are accepted by the OWNER. In no case shall the penal sum exceed the amount of _____ 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, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named principal has submitted a bid on the above referred to project;

Now, therefore, if the OWNER 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 materials; and in the event the principal pays to the OWNER to difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the OWNER may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the OWNER does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the OWNER the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing, new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the OWNER 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 principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, 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

material man or laborer having a just claim, as well as for the OWNER 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 stipulated and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said surety on its bond and does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or in or to the plans and specifications.

SIGNED AND SEALED This 18th day of April, 20 25.

Principal:

Marucci & Gaffney Excavating Co.

By: 

Title: President / Secretary

Surety:

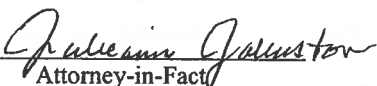


Witness
James Murray Treasurer

Surety Company Address:

Western Surety Company

151 N. Franklin Street
Street

By: 
Attorney-in-Fact
Julieann Johnston

Chicago, IL 60606
City State Zip

Surety Agent's Address:

Huntington Insurance, Inc.
Agency Name

41 S High Street, 6th Fl
Street

Columbus, OH 43215
City State Zip

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Dercoli, Neal W Smith, Michael D Ward, Geneva L Maher, Denise Nelson, Julieann Johnston, Shelley M Kuhn, Karen A Townsend, Stephanie Mc Quillen, Justin Townsend, Heather Wojciechowski, Individually

of Columbus, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/12/2025
Effective 04/02/2025
Expires 04/01/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

of South Dakota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity
Other Liability
Surety



WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$2,175,361,957, liabilities in the amount of \$692,885,257, and surplus of at least \$1,482,476,700.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	580,232
Total Assets	\$ 2,175,361,957

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	\$ 692,885,257

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,191,580,505
Surplus as regards policyholders	\$ 1,482,476,700
Total Liabilities and Capital	\$ 2,175,361,957

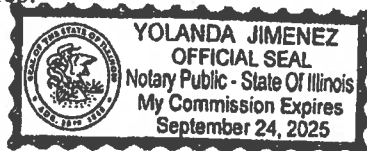
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

OFFICE OF THE COUNTY ENGINEER

PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS COUNTY OF ASHTABULA

For: South Ridge Road Bridge Rehabilitation (CH 22 Sec Z) PID 115996
EDGE REQUIREMENTS= 5%
Bidder's Name Marucci and Gaffney Excavating Company
Street Address 18 Hogue Street, Youngstown, Ohio, 44502
P.O. Box _____
City, State & zc Youngstown, OH 44502
Quotation No. 322

Location: _____
Date of Letting: April 18, 2025 10:00 am
Place of Letting: Ashtabula County Engineer's Office
186 East Satin Street
Jefferson, Ohio 44047
Completion Date: November 15, 2025

ENGINEER'S ESTIMATE \$1,916,500.00

Contractor's Total Cost & Expense \$ 2,148,778¹⁰

BID DOCUMENTS

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**LEGAL NOTICE
NOTICE TO BIDDERS**

Sealed bids will be received by the Ashtabula County Engineer on behalf of the Board of County Commissioners at the County Engineer's Office, 186 East Satin St., Jefferson, Ohio 44047 until 10:00 A.M. on the 18th day of April, 2025 at which time said bids will be opened and publicly read for South Ridge Road Bridge Rehabilitation in Kingsville Township for the Ashtabula County Engineer's Department in accordance with the specification on file in the Engineer's Office on Bid #322.

Any supplemental information desired by the Bidder may be obtained at the Ashtabula County Engineer's Office, 186 East Satin St., Jefferson, Ohio 44047 (440-576-3707).

Each Bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashier's check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.571(B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashiers check or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. The bid guarantee shall be given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformity with the Bid. Bids less than twenty-five thousand dollars (\$25,000.00) do not require a bid guarantee.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE OHIO REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES.

Bidders are advised that they must be pre-qualified with Ohio Department of Transportation, Office of Contracts, Contractor's Qualifications Section.

BIDDERS ARE ADVISED THAT THERE IS A 5% EDGE REQUIREMENT FOR CONSTRUCTION OF THE PROJECT.

Each bid must be in a sealed envelope and the outside thereof properly marked with the Bid Number, Date and Time of the bid opening.

The Board of Commissioners reserves the right to waive any and all informalities and the right to reject any and all bids.

By order of the Board of Commissioners of Ashtabula County, Ohio: Kathryn Whittington, Casey Kozlowski, and J.P. Ducro IV

Timothy T. Martin
Ashtabula County Engineer

I. INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

Sealed Bids will be received at the County Engineer's Office, on or before the advertised Bid date and time, as extended, for all labor, materials, equipment, supervision, coordination and other things necessary for the full and complete performance of the project described by the accompanying Bid advertisement (herein referenced as the "Project").

Bids must be submitted in sealed envelopes marked with the Quotation Number. Bids shall be opened immediately upon expiration of the Bid submission time, with the names of bidders and their respective bid prices read publicly.

2. STANDARD SPECIFICATIONS & TERMS

The Construction & Material Specifications of the State of Ohio, Department of Transportation (latest edition as of the date of advertisement), excluding only sections 102 and 103 titled "Bidding" and "Award", shall serve as standard specifications for any contract awarded hereunder. Said Construction & Material Specifications are referenced herein as the "Standard Specifications." Supplemental specifications, requirements, terms, conditions and covenants of these Instructions to Bidders and of the accompanying Bid Documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning:

- A. The terms "State", "State of Ohio", "Department" and "Department of Transportation" refer to the County, acting through its Board of County Commissioners. The County also may be referenced as the "County" or the "Owner" herein.
- B. The term "Director," "DCE" and "DDD" refers to the County Engineer.
- C. The term "Engineer" refers to the County Engineer, or to his duly authorized representative.
- D. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by the County Engineer, or by the County Engineer's duly authorized representative.

A numerical designation for an "item" referenced herein refers to the description of said item number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and civil engineering consultation business.

3. FORM OF BID

Bids shall be submitted using the attached blank forms, designed for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the Bid, and must be properly signed.

In each blank marked "unit price", bidders are required to provide a Bid price per referenced unit for the requested materials, labor or equipment, or referenced combination thereof. Failure to provide a price for each unit price item, or failure to provide prices for lump sum items, will render the Bid informal, allowing its rejection at the County's discretion.

Extended unit prices are calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices, are added to calculate the amount of each Bid.

The sum of the extended unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's Bid price for consideration of award of contract. If an error is made in the extension of unit prices, or in the addition of the extended unit and lump sum prices, the accurate extended unit prices and total shall govern.

Quantities provided by the Bid Documents are estimates only. The County reserves the right to eliminate, increase or decrease the actual quantity of any unit price item, or to non-perform any lump sum item.

4. BIDDER QUALIFICATIONS

Bidders must be prequalified. Prequalification by the Ohio Department of Transportation, as described by ORC sections 5525.02-.09, for performance of Work of the same type, character and magnitude as described hereby, is acceptable.

5. EXAMINATION OF BID DOCUMENTS & SITE OF WORK

Bidders must carefully examine the Bid Documents and perform a reasonable site investigation before submitting a Bid. Submission of a Bid is an affirmative statement that the Bidder has investigated the Project site and is satisfied as to the character, quality, quantities and conditions to be encountered in performing the Work. A reasonable site investigation includes investigating the Project site, borrow sites, hauling roads and all other locations related to the performance of the Work.

6. BID GUARANTEE

Each Bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashiers check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.571 (B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashiers check or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. The bid guarantee shall be given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformity with the Bid. Bids less than twenty-five thousand dollars (\$25,000.00) do not require a bid guarantee.

7. FACTORS FOR ACCEPTANCE OR REJECTION OF BIDS

- A. Pursuant to ORC 307.90 (A), a contract shall be awarded to the lowest and best Bid.
- B. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.
- C. The County reserves the right to reject any and all Bids, and also the right to waive any informality in the Bid. The County has the right to postpone the decision to award a contract for up to sixty (60) days.
- D. No contract shall be awarded to any person, firm, or corporation that is in arrears or is in default to the County upon any debt or contract, or that is in default as surety or otherwise upon any obligation to the County, or has failed to perform faithfully any previous contract with the County, or that has an unresolved finding of recovery with the State Auditor, or has been debarred by the County from consideration for contract awards .
- E. R.C. §3517.13(I)(3) and R.C. § 3517.13(J)(3) require that no political subdivision shall enter into any contract for the purchase of goods or services costing more than ten thousand dollars with a corporation, individual, partnership, other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the revised code, estate or trust unless the contract includes a certification that the individuals named in R.C. §3517.13(I)(3) and R.C. § 3517.13(J)(3) are in compliance with the aforementioned provisions. The offeror is required to complete the (2) affidavits contained herein and submit same with their proposal/bid. **Failure to submit the required forms with the proposal/bid packet will deem the offeror's response to be non-responsive and disqualified from receiving further considerations.**

8. WITHDRAWAL OF BIDS

A Bidder may request, in writing, to withdraw its Bid within five business days of the opening. Such requests will be reviewed by the County for approval as permitted by ORC 9.31 and 153.54 (G). If approved, collection of the bid guarantee or bond will be waived.

9. DOMESTIC USE REQUIREMENTS; LOAD BEARING STRUCTURAL STEEL

Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the State of Ohio Department of Administrative Services.

10. PREVAILING WAGE RATES

All employees on the Work site shall be paid at the prevailing wage rate for the appropriate class of Work. The prevailing wage rates shall be determined in accordance with ORC Chapter 4115, except for employees who are covered by a collective bargaining agreement in existence prior to the date of contract, who shall be paid the rate of pay provided by such agreements. Schedules of applicable prevailing wage rates are attached to the Specifications. Bidders are cautioned to assure the completeness of said wage schedules, and to notify the County Engineer prior to the bid date of any omitted schedules.

11. OTHER COSTS & REQUIREMENTS

Bids must include all costs of performing the Work and all costs of fulfilling the requirements of laws, rules and regulations pertaining thereto. The following is a partial list of ancillary contract costs and requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs and fulfillment of all requirements, though this list does not recite all such costs and requirements.

- A. Bids must include the cost of all required bonds (performance and maintenance).
- B. Bids must include the cost to procure all permits and licenses, to pay all charges, fees and taxes, and to provide all notices necessary and incidental to the due and lawful prosecution of the Work.
- C. Bids must include the cost of insurance coverage of the type and at least in the amounts set forth by section 107.12 of the Standard Specifications and by any special bid provisions.
- D. The County is exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio gasoline tax. Bid prices shall exclude all such taxes.

- E. "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to ORC section 5719.042, before an award can be made.
- F. Pursuant to ORC 3517.13(I)(3) & (J)(3), Bidders must complete the attached Contributions Limitations Certification.

II. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. BIDDER PREFERENCES

NA

2. ADDITIONAL BIDDER QUALIFICATION REQUIREMENTS

NA

3. OTHER SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

SEE ATTACHED:

Pg 33 ODOT's LPA Template for State – Only Funded Projects.

16 PN022 – 04/15/13 – Encouraging Diversity, Growth, and Equity (EDGE) Requirements.

III. SUPPLEMENTAL CONTRACT PROVISIONS

1. AWARD REQUIREMENTS OF SUCCESSFUL BIDDER / CONTRACTOR

The following is a partial list of award of contract requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs of such requirements, though this list does not recite all such costs and requirements.

- A. The successful Bidder/Contractor must provide a one hundred percent (100%) Performance Bond based on the contract amount, in conformity with the requirements of ORC section 153.54 (C) and 153.57 (A). A Maintenance Bond in the amount of ten percent (10%) of the final contract amount, extending coverage for one (1) year beyond the acceptance date of the completed Project, must be provided by the Contractor as a prerequisite to final payment. Said Maintenance Bond shall assure the repair and/or correction of any defects, deficiencies or omissions in the Project Work. These bonds shall name both the LPA – Ashtabula County Commissioners and the Ohio Department of Transportation as the bond obliges.
- B. The Contractor must provide evidence of all insurance coverage requirements of section 107.12 of the Standard Specifications.
- C. The Contractor agrees to provide the County with full and complete documentation of payment of prevailing wages to all employees of the Contractor and of its subcontractors governed by Prevailing Wage law.
- D. The Contractor agrees to provide the County with a contact person, a telephone number, a mailing address and, if available, an electronic mail address for purposes of giving notice to the Contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the Contractor agrees that the use of that method by the County satisfies any notice requirements of any change in prevailing wage rates. Upon commencement of contract work, the Contractor and its subcontractors subject to the contract's prevailing wage requirements must provide the prevailing wage coordinator with a schedule of wages, with certified copies of payroll being required throughout work on the Project.
- E. The Contractor further agrees to stay informed of applicable prevailing wage rates and to immediately inform all its subcontractors and the Engineer of such changes. The Contractor agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the Contractor's failure to inform its subcontractors of changes in prevailing wage rates.

- F. The Contractor must furnish the County with a completed IRS form W-9, "Request for Taxpayer Identification Number & Certification." The Internal Revenue Code requires the County to file an information return each January 31st on all payments made the previous year of \$600.00 or more. As required by Section 3406 of the Internal Revenue Code (26 U.S.C. 3406), the County shall withhold federal taxes at a rate of thirty-one percent (31%) if a correct taxpayer identification number is not provided. Back-up withholding requirements continue until the required information is received.

2. OTHER CONTRACTOR DUTIES

In addition to the duties cited by the Standard Specifications and elsewhere in these Bid Documents, the Contractor has the following duties:

- A. When determined necessary by the Engineer, the Contractor shall provide a field office, suitably located and of ample size and accommodations, from which the Engineer's inspections, as well as the Contractor's Work, may be carried out. The Contractor must keep a full set of Plans and Specifications available at the field office.
- B. The Contractor must furnish, without extra compensation therefore, such assistance as the Engineer, or his assistants or inspectors may require, in measuring in and setting stakes or marks for indicating lines, grades or levels, for measuring or determining quantities for estimates, and for handling and inspecting materials to be used on the Work, whether such materials have been delivered upon the site of the Work or are in local storage. The Contractor shall provide such facilities for weighing and measuring materials as the Engineer may deem necessary, to secure the proper fulfillment of the provisions and requirements of the Specifications.
- C. The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments set or used by the Engineer, and shall be responsible for securing therefrom the proper lines, grades and levels for the structures to be built.
- D. The Contractor must place or construct, in such manner and at such points as the Engineer may require, necessary sanitary conveniences for the use of employees on the Work site. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly enforced. The Contractor must provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Engineer.
- E. The Contractor is reminded of its duty to notify the registered underground utility protection service and owners of underground utility facilities at least two working days in advance of commencement of construction operations that may involve such facilities, to allow surface marking of facility locations.

3. DISCRIMINATION PROHIBITED

The Contractor understands and agrees that, in the hiring of employees for the performance of work under the contract or any subordinate contract thereunder, the Contractor, its subcontractors and persons acting on behalf of the same shall not discriminate in the hiring or retention of subordinate contractors or employees "by" or "for" reason of race, creed, sex, disability (as defined by ORC 4112.01) or color; nor shall said parties discriminate against any citizen of the State of Ohio in the employment of labor or workers who otherwise qualify and who are available to perform the work to which the contract relates.

Further, the Contractor and its subcontractors and persons acting on behalf of the same shall not discriminate against or intimidate any employee hired for performance of the Work under the contract on account of race, creed, sex, disability (as defined by ORC 4112.01) or color.

In addition, the Contractor agrees, as a prerequisite of award, to complete the attached "Equal Employment Opportunity Compliance Certificate," and to fulfill all requirements thereof.

4. INSPECTION

The Engineer, assistants and agents, shall have, at all times, immediate access and right to enter upon the Work site and other Work premises occupied by the Contractor as well as upon the site of all sources from which materials are being obtained for the contract. The Contractor shall provide safe and proper facilities for permitting such entrance and for inspecting and testing purposes. Subcontractors and suppliers shall have similar obligations imposed by subordinate contracts. The Contractor shall furnish the Engineer with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the Specifications and contract, even to the extent of uncovering or removing portions of finished Work.

The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. All materials to be used may be subjected to such tests as the Engineer may require to assure that such materials conform, in all respects, to the requirements of the Specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter.

The inspection and supervision of the Work and materials by the Engineer, assistants and inspectors, is intended to aid the Contractor in accomplishing the fulfillment of duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from contract obligations.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted

or estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work and for the period of the Maintenance Bond thereafter, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Engineer.

Upon being attached to, or incorporated in the Work, or affixed in or to the soil, all materials shall become the property of the County. Thereafter the Contractor shall have no right of property therein, unless they are afterward rejected by the Engineer. The Contractor bears risk of loss of and damage to the Work until completion and final acceptance of the Work.

The Contractor shall schedule inspection 24 hours in advance of the performance of the respective Work. At the pre-construction meeting, the Engineer shall provide the Contractor with phone numbers and names of a contact person and of the Engineer's inspectors. The Contractor shall inform the Engineer of his Work schedule and the hours that Work will be performed. The Engineer shall approve the Contractor's schedule and hours of operation before the Contractor may begin Work.

When Work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Engineer's inspector at or before 7:30 a.m. of the scheduled Work date to cancel or adjust the hours of inspection. If the Contractor fails to contact the Engineer's inspector as stated above or if the notice is within two (2) hours of the scheduled inspection and is insufficient to cancel attendance by the Engineer's inspector, the Contractor will be charged for two (2) hours of inspection time at the current inspection rate. This cost will be subtracted from the Contractor's monthly pay estimate.

5. CHANGES IN QUANTITY OF WORK

The quantities of Work, as given in the Estimated Quantities, are approximations only. The County Engineer shall have the power to alter by increasing, decreasing or deleting the quantities of Work to be done, either before or after the commencement of construction.

If such change involves the reduction or omission of any material or Work called for by the original Plans or Specifications, there shall be no right with the Contractor for any claims for losses or damages, or for loss of profit, growing out of such omission. If any such change involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall in no way relieve the Contractor of or affect any of the obligations hereunder. In like manner the County may, without affecting the contract, require the Contractor to furnish materials or to do Work for which no price is given as provided by the Standard Specifications.

If such changes result in increased or diminished expense of Work items, the prices of which are fixed in the contract, the County shall determine an equitable adjustment of such prices, which shall be final and binding on the parties hereto, subject to dispute resolution.

6. NO WAIVER OF RIGHTS

No act of the County, or its assistants or inspectors, shall operate as a waiver of any provisions of the contract, nor shall any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract are cumulative, in addition to other remedies herein provided. The mention of any specific liability or duty of the Contractor, in any part of the Specifications or contract, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said Specifications and contract. Should any part of the Work be sublet by the Contractor, such action shall in no way release the Contractor from liability or obligation hereunder. The Contractor shall be liable for the acts, omissions and negligence of any subcontractor, and shall be responsible therefore as though no subcontract existed.

7. DAMAGES FOR LATE COMPLETION; EXTENSIONS OF TIME

Time is of the essence to this contract. The rate of progress shall be such as to complete the Project Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompleteness prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit liquidated damages in the amount set forth by section 108.07 of the Standard Specifications.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

8. NIGHT & SUNDAY WORK

No Work requiring the presence of the Engineer's inspectors will be permitted at night or on Sunday, except in a case of an emergency, and then only to such an extent as is absolutely necessary and by written permission of the Engineer. This clause shall not prohibit the performance of Work by workmen organized for the regular continuous night work and working on only such Work as the Engineer believes may be performed satisfactorily at night.

9. OTHER SUPPLEMENTAL CONTRACT PROVISIONS

NA

IV. SCOPE OF WORK

1. GENERALLY

The Contractor shall furnish, at its own cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, materials and other things necessary, of whatever nature, to perform the Work, and shall perform and complete, within the time limit specified, all of the Work indicated or implied by including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Estimated Quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the County as hereinafter specified.

All Work shall be of the best quality throughout. Unless otherwise provided herein, all materials shall be new.

2. SCHEDULE OF PERFORMANCE

At the pre-construction meeting, the Contractor must provide the Engineer with a printed schedule showing the interrelation and planned performance of all major items of Work, with completion reasonably scheduled thereon to occur by the scheduled completion date recited herein. The Engineer shall review and consider acceptance of the schedule as provided by section 108.02 (B)(1) of the Standard Specifications.

3. DESCRIPTION OF SCOPE OF WORK

South Ridge Road Bridge Rehabilitation (CH 22 Sec 2) PID 115996

V. PLANS & SPECIFICATIONS

1. GENERALLY

The Plans and Specifications are intended to explain and supplement each other, and to indicate and provide for the construction of the various related parts of the Project in a complete and connected manner. Should any detail be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with respect to such Plans and Specifications, the additions, corrections, or explanations necessary to provide for the construction in accordance with such intent shall be made by the Engineer, and such additions, corrections and explanations shall be final and binding upon the Contractor, subject to dispute resolution.

2. "OR EQUAL"

Whenever an article, material, or equipment, is defined herein by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned, shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents, relative to the approval of materials and equipment by the County, before the same are incorporated in the Work.

3. LIST OF PLANS & SPECIFICATIONS

Please see attached

VI. PREVAILING WAGE RATE SCHEDULES

Rates are available at the Ohio Department of Commerce, Bureau of Wage & Hour Administration website:

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wraccesslog>

VII. PROPOSAL FORMS

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
FOR SERVICE AND SUPPLY CONTRACTS**

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this Certificate, the terms "contract" and "subcontract" includes the term "Purchase Order" and all other agreements effectuating purchase of supplies or services.

This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Bidder certifies the following to the County:

- A. **REPORTS:** Within thirty (30) days after the County's award to the Bidder of any contract, and prior to each March 31 thereafter, during the performance of work under said contract, the Bidder shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein, unless the Bidder has either filed such report with the County within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** The Bidder, if it has participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 or Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. The Bidder shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not otherwise exempt from the Equal Employment Opportunity clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, 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 of race, color, religion or natural origin, because of habit, local customs or otherwise. The Bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of any subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Employment Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities: A Certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not otherwise exempt from the provisions of the Equal Employment Opportunity Clause.

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

D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to 120 days after receipt of any contract in the amount of \$50,000.00 or more from the County, Bidder, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R., Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R., Sec. 60-1.40. Bidder will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.

E. Bidders are responsible for EEO compliance as provided in Executive Order 11246 and implementing regulations Title 41, Chapter 60-4.2, 60-4.3 (Equal Employment Opportunity Clause & Notice of Standard Specifications), 60-250, and 60-741, when applicable.

F. Bidder certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Signed this 18th day of April, 20 25

Bidder: Marucci and Gaffney Excavating Company

(Signed) 

Printed Name & Title: William T. Gaffney Jr. (President/Secretary)

DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY

OHIO REVISED CODE 5719.042

I, the undersigned, hereby certify that the bidder identified below IS /
 IS NOT charged at the time of submitting this Bid with any delinquent personal
property taxes on the general tax list of personal property of the County.

COMPLETE THIS PARAGRAPH ONLY IF APPLICABLE:

The amount of any such due and unpaid delinquent tax and any due and unpaid
penalties and interest is \$ 0.

Bidder: Marucci and Gaffney Excavating Company

(Signed) 

Printed Name & Title: William T. Gaffney Jr. (President/Secretary)

STATE OF OHIO)
COUNTY OF ASHTABULA) ss:

Before me, a Notary Public, in and for said County, personally appeared the person identified
above, who did sign this document after first affirming that the execution of this document
was an authorized act on behalf of the above named Bidder.

IN TESTIMONY WHEREOF, I have affixed my hand and the seal of my office at this 18th
day of April, 2025.



LESLIE D MOORE
Notary Public
State of Ohio
My Comm. Expires
February 15, 2026


NOTARY PUBLIC

**CERTIFICATE OF BIDDER
UNRESOLVED FINDINGS OF RECOVERY
WITH AUDITOR OF STATE
ORC 9.24 & 9.241**

I, the undersigned, hereby certify that the Bidder identified below:

CHECK & COMPLETE ONLY ONE

- has no unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241;
- has the following unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241:

Signed this 18th day of April, 20 25

Bidder: Marucci and Gaffney Excavating Company

(Signed)  _____

Printed Name & Title: William T. Gaffney Jr. (President/Secretary)

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO)
COUNTY OF ASHTABULA)SS:

Personally appeared before me the undersigned, as an individual or as a representative of
Marucci and Gaffney Excavating Company for a contract for Type text here PID #115996 : Bridge Rehab
(Name of Entity) (Type of Product or Service)

to be let by the Ashtabula County Engineer, who, being duly cautioned and sworn, makes the following statement with respect to prohibit activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has individually made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Ashtabula County Engineer or his individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Ashtabula County Engineer or his individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

Signature: [Handwritten Signature]

Title: President/Secretary

SWORN TO BEFORE ME and subscribed in my presence this 18th day of April, 2025.



LESLIE D MOORE
Notary Public
State of Ohio
My Comm. Expires
February 15, 2026

[Handwritten Signature]
Notary Public
My commission expires: 02/15/26

SEAL

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO)
COUNTY OF ASHTABULA)SS:

Personally appeared before me the undersigned, as an individual or as a representative of
Marucci and Gaffney Excavating Company for a contract for PID #115996 : Bridge Rehab
(Name of Entity) (Type of Product or Service)

to be let by the County of Ashtabula, who, being duly cautioned and sworn, makes the following statement with respect to prohibit activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has individually made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Ashtabula County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Ashtabula County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

Signature: [Handwritten Signature]

Title: President/Secretary

SWORN TO BEFORE ME and subscribed in my presence this 18th day of April, 2025.



LESLIE D MOORE
Notary Public
State of Ohio
My Comm. Expires
February 15, 2026

[Handwritten Signature]
Notary Public

My commission expires: 02/15/26

SEAL

PROPOSAL

Ashtabula County, Ohio

March 6, 2025

To the Board of County Commissioners:

PID

The undersigned Bidder certifies the pre-bid examination, in its entirety, of all Bid Documents contained in or referenced by this Proposal, including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, which shall govern this improvement and are made a part of this Proposal and the ensuing contract.

DESCRIPTION OF THE IMPROVEMENT

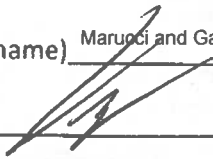
South Ridge Road Bridge Rehabilitation (CH 22 Sec Z) PID 115996

The undersigned Bidder proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion, the Work called for hereunder, and in consideration thereof, to accept from the County, as full payment for the completion of each item as specified, the respective unit or lump sum price hereafter set forth.

The undersigned Bidder agrees that, if this Proposal is accepted, said Bidder will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the Work proposed and, as a guarantee of the faithful performance thereof, to furnish at the time of executing the contract, a bond in the amount equal to 100% of the total Bid price, with a Surety subject to the approval of the County.

The Bidder hereby agrees that the County has the right to reject any and all bids, and the Bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

Accompanying this Bid is a bid guarantee or bond payable to the County. Upon any failure to execute the Contract or provide an adequate performance bond as aforesaid, it is agreed that the undersigned Bidder shall forfeit the bid guarantee or bond accompanying the proposal to the County, to the extent allowed by law.

Bidder (full name) Marucci and Gaffney Excavating Company
Signed 
Printed name & title William T. Gaffney Jr. (President/Secretary)

Bidder's mailing address.

18 Hogue Street, Youngstown, Ohio, 44502

(330) 743-8170 (330) 743-8166
Phone Fax

- Attch: Bid Guarantee or Bond**
- Bid Prices (completed unit & lump sum price list)**
- Supplemental Bidder Qualifications Forms (if any)**
- Equal Employment Opportunity Compliance Certificate**
- Declaration: Personal Property Tax Delinquency**
- Certificate: Unresolved Findings of Recovery**

Proposal Quotation #322

COUNTY ENGINEERS DEPT.
ASHTABULA COUNTY

PID# 115996

REPORT NO _____

For Improving Road: CH 22, Section Z
In The Township Of: Kingsville
Improving By: Replacing existing deteriorated Bridge Superstructure.

Pavement Width: Existing 24' +/-, Proposed 24'
Roadway Width: Existing 24' +/-, Proposed 28'
Length In Feet, Miles: 460 Feet, .09 Miles
Bridge Type: Existing Prestressed Box Beam, Continuous 3-Span Beam w/ Composite Concrete Deck
Bridge Span: Existing 225', Proposed 226'

Items	Quantities	DESCRIPTION	\$ Unit	\$ Total
201	Lump	Clearing and Grubbing	30 000	30 000
202	212.5	Guardrail removed (Lin.Ft.)	10	2125
202	736	Pavement removed (Sq. Yd.)	5	3680
202	Lump	Structure removed, as per plan	540 000	540 000
203	2	Linear Grading, as per plan (Sta.)	200	400
204	134	Subgrade Compaction (Sq. Yd.)	20	2680
832	4,000	Erosion Control (Each)	\$ 1.00	\$ 4,000.00
301	12	Asphalt Concrete Base (Cu. Yd.)	500	6000
304	33	Aggregate Base, as per plan (Cu. Yd.)	200	6600
411	15	6" Stabilized Crushed Aggregate Shoulder (Cu. Yd.)	100	1500
407	200	Tack Coat (Gal.)	5	1000
441	7	Asphalt Concrete Intermediate Course, Type 2, (448) PG64-22 (Cu. Yd.)	640	4480
441	10	Asphalt Concrete Surface Course, Type 1, (448) PG64-22, (Cu. Yd.)	690	6900
503	Lump	Unclassified Excavation	29 000	29 000
509	69312	Galvanized Reinforcing Steel, as per plan (Lb.)	1.80	124761.60
510	264	Dowel Holes w/ Nonshrink Nonmetallic Grout	35	9240
511	89.5	Class QC1 Concrete W/ QC/QA, Abutment (Cu. Yd.)	772	69094
511	704	Class QC2 Concrete, Bridge Deck W/ QC/QA (Sq. Yd.)	295	207680
511	22.5	Class QC1 Concrete W/ QC/QA, Pier (Cu. Yd.)	2630	59175
511	2	Semi-Integral Daphragm Guide (Each)	5500	11000
517	464	Type TST Bridge Railing, As Per Plan (Lin. Ft.)	275	127600
518	Lump	Porous Backfill w/ Filter Fabric, as per plan	8000	8000
513	Lump	Structural Steel Members, Level 1, as per plan (Each)	670 000	670 000
519	200	Patching Concrete Structures (Sq. Ft.)	150	30 000
605	160	Aggregate Drain, As Directed by Engineer	10	1600
606	112.5	Guardrail, Type MGS	29	3262.50
606	4	Bridge Terminal Assembly, MGS Type TST-2 (Each)	2875	11500
659	100	Seeding and Mulching, As Per Plan (Sq. Yd.)	15	1500
Special	Lump	Construction Entrance Pad	40 000	40 000
614	Lump	Maintaining Traffic, as per plan	10 000	10 000
623	Lump	Construction Layout Stakes	24 000	24 000
623	1	Monument Assemblies, as per plan, (Each)	2000	2000
624	Lump	Mobilization	100 000	100 000

TOTAL ROADWAY PROPER, BRIDGES AND CULVERT \$2,148,778¹⁰

Date: 4/18/2025

Fed. I.D. #: 34-1207014

Authorized
Signature:



William T. Gaffney Jr.

Contractor: Marucci and Gaffney Excavating Company

Address: 18 Hogue Street, Youngstown, Ohio, 44502

Phone: 330-743-8170

VII. ARTICLES OF AGREEMENT

For use in award of contract.

The Bidder is not to fill in the following blanks.

This Agreement is made and entered into by the **County of Ashtabula**, acting herein by its Board of County Commissioners, and the Contractor identified below, hereinafter called the Contractor.

WITNESSETH:

The Contractor, for and in consideration of certain payments to be made as specified herein, hereby covenants and agrees to perform and execute all provisions of its Proposal for construction of the subject public improvement, including fulfillment of the requirements of the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, and to be governed by the provisions contained therein, setting forth duties, relations and obligations of the County, Contractor and the Surety, which are hereto attached and made a part hereof, and agrees to fully and completely perform the Work described hereby in a manner to achieve completion thereof by or before a completion date of November 15, 2025.

In consideration of the performance by the Contractor of the covenants and agreements as herein set forth, the County hereby covenants and agrees to pay the Contractor according to the schedule of rates and prices set forth in the attached Proposal of said Contractor, and at the time and in the manner hereinafter set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands effective this _____ day of _____, 20 _____.

CONTRACTOR:

William T. Gaffney Jr.
(full name)

(signed)

Contractor's mailing address.

18 Hogue St

Youngstown, OH

44502

(330) 743-8170 (330) 743-8166

Phone

Fax

EMAIL OF CONTRACT SIGNEE: william@moruccigaffney.com

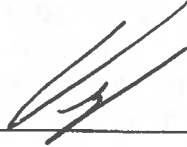
County Engineer:

Timothy T. Martin, P.E., P.S.

Affirmation of Contractor

I, the undersigned, certify that I am the Secretary or equivalent of the Contractor identified above. I hereby affirm that the person who signed hereinabove on behalf of said Contractor was duly authorized to do so, and that said contract was signed for and on behalf of said Contractor by authority of its governing body.

(Signed) _____



Printed Name & Title: William T. Gaffney Jr.
President & Secretary

Signature Page

Agreement Title : South Ridge Road Bridge Rehabilitation (CH 22 Sec Z) PID 115996

Approved as to Legal Form Only:

By : _____
April Grabman
Ashtabula County Prosecutor


Dated : _____, 2025

Signature Page

Agreement Title : South Ridge Road Bridge Rehabilitation (CH 22 Sec Z) PID 115996

Contract expected:

By : **Ashtabula County Board of Commissioners**



J.P. Ducro IV, President



Casey Koslowski, Commissioner



Katheryn Whittington, Commissioner

Dated : May 6, 2025

**ODOT's LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions for STATE-Only Funded Projects**

1. ODOT'S 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

ODOT's Construction and Material Specifications (C&MS) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. **The incorporation of this document by reference does not interfere with the order of precedence set forth in Section 105.04 of the C&MS Manual.**

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the contractor should replace the terms "the department", "the engineer" and "the DCA" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

2. PREQUALIFICATION

Only prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.

3. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in section 153.011 of the Ohio Revised Code apply to this project. Copies of section 153.011 of the Ohio Revised Code can be obtained from any of the offices of the Department of Administrative Services.

4. AS PER PLAN DESIGNATION

The "As Per Plan" designation is sometimes added to item descriptions in the proposal to assist contractors with easily identifying standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for contractors. However, its use was never intended to relieve contractors of their responsibility to read, bid, and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve contractors of the responsibility to read, bid, and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, contractors are to request clarification through the pre-bid process.

5. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID FUNDING

The following is in addition to C&MS Section 108.10.

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

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrAccessLog>

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

Overtime shall be paid at one and one-half times the base hourly rate for any hours worked beyond forty hours during a pay week. The contractor and all subcontractors shall pay all compensation by company funds transfer or legal tender to the worker and fringe benefit program.

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

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

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

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

6. STATE EEO CERTIFICATION CLAUSE

The hiring of employees for the performance of work under this contract shall be done in accordance with Ohio Revised Code sections 153.59 and 153.591, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B", and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex, or handicap. For any violation, the contractor shall suffer such penalties as provided for in Ohio Revised Code section 153.60 and the Governor Executive Order of January 27, 1972. The bidder also agrees that upon award of this contract they shall incorporate this certification in all subcontracts on this project regardless of tier.

7. UNRESOLVED FINDING FOR RECOVERY

The contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code section 9.24 or that it has taken the appropriate remedial steps required under section 9.24 or otherwise qualifies under that section. The contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the LPA or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

8. ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the contractor acting herein by and through the person signing this contract on behalf of the contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the contractor warrants and represents that it will require all of its subcontractors and first tier suppliers to assign all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

9. US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made part of this contract as special provisions incorporated herein. Therefore, in the event the contractor or its agents refuse or fail to adhere to the requirements of the 404 Permit and/or the NPDES Stormwater Permit resulting in an assessment or fine made or levied against ODOT and/or the LPA, the contractor shall reimburse ODOT and/or the LPA within thirty (30) calendar days of the notice of assessment or fine, or the LPA and/or ODOT may withhold the amount of the fine from the contractor's next pay estimate. All money collected or withheld from the contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the LPA and/or ODOT due to the contractor's refusal or failure to comply with the permits.

10. OHIO WORKERS' COMPENSATION COVERAGE

The contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by ODOT. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract will be executed by the LPA.

The contractor must immediately notify the LPA in writing if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the contractor must notify the LPA in writing if its or any of its subcontractor's workers' compensation policies are canceled, terminated, or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract, which may result in the contractor or subcontractor being removed from the project, withholding of pay estimates, and/or termination of the contract.

11. PN 034 - 05/25/2011 – DRUG FREE SAFETY PROGRAM

During the life of this project, the contractor and all its subcontractors who provide labor on the project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation (OBWC) Drug-Free Safety Program (DFSP) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable Drug Free Workplace Program (DFWP) approved by the OBWC, the department requires each contractor and subcontractor that provides labor to subject its employees who perform labor on the project site to random drug testing of five (5) percent of its employees. The random drug testing percentage must also include the on-site supervisors of the contractors and subcontractors. Upon request, the contractor and subcontractor shall provide evidence of required testing to the department.

Each subcontractor shall require all lower-tier subcontractors who provide labor on the project site with whom the subcontractor is in contract for the work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier subcontractor providing labor at the site.

The department will declare a bid non-responsive and ineligible for award if the contractor is not enrolled in and in good standing in the OBWC's DFSP Discount Program or a similar program approved by the OBWC within eight (8) days of the bid opening. Furthermore, the department will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time the subcontractor provides labor at the site shall result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the State for five (5) years after the date of the breach.

12. WAIVER OF C&MS 614.03

ODOT's 2023 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS) and/or does not impact NHS traffic in any way.

13. ODOT AS OBLIGEE ON BOND

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project owner, ODOT shall be named as an obligee.

14. PN 032 – 01/31/2021 – C92s REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS

State and federal law requires all contractors and subcontractors participating in state or federally funded projects to be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after 2/1/2021 will require a Request to Sublet (C92) form be completed for each subcontractor working on the project prior to the start of work. This will include all EDGE and non-EDGE material suppliers utilized on the project.

A template for this form may be found and submitted via the GoFormz website located at <https://www.goformz.com/>.

15. PN 031 – 6/27/2023 – PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS

ODOT, along with the LPA, shall monitor payments made by the prime contractor and subcontractors for compliance with this Proposal Note and C&MS 107.21. To facilitate this monitoring, the Department requires both prime and subcontractors to report their payments to all subcontractors/second-tier subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld (when allowable under the department's *Retainage Policy dated 4/14/21*) and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Please note: submission through GoFormz is required for all Local-let projects. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the department.

Second-tier subcontract means a subcontract awarded directly by the subcontractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

The prime/subcontractor must report the following information:

- The name of the payee;
- The dollar amount of the payment to the payee;
- The date the payee was paid;
- The amount of retainage withheld (if any).

Ohio's 10-day prompt payment requirement is based on the payer's payment issuance date and NOT the payee's payment receipt date.

The prime/subcontractor(s) must sign each reported payment and submit to ODOT via the GoFormz website.

The second-tier subcontractor is responsible for completing the affirmation of payment form in GoFormz.

The prime contractor is responsible for ensuring that all subcontractors and second-tier subcontractors are correctly completing all prompt payment forms via the GoFormz website.

If the prime or subcontractor(s) fail to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant and invoices will not be processed for payment.

Payee must verify each payment reported by the payer within thirty (30) days of the payment being signed by the payer. This verification must include:

- Whether the payment was received, and if so, whether it was or was not as expected
- The dollar amount of the payment received
- The date the payment was received

The prime contractor shall fully complete the last prompt payment form upon receipt of final payment.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor and/or subcontractor(s) to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Notice of Violation via a Letter of Reprimand

2nd Tier: If corrective actions are not taken within the specified three (3) business days, a pay estimate in the amount due to the subcontractor(s) that was not reported or paid may be withheld.

3rd Tier: If a pattern of paying damages persists or the contractor or subcontractor(s) has falsified, misrepresented, or withheld information, ODOT will pursue other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the magnitude and type of offense
- the degree of the contractor's or subcontractor's culpability
- any steps taken to rectify
- the contractor's or subcontractor's record of performance on other projects
- the number of times the contractor or subcontractor has been previously sanctioned by ODOT

16. PN 022 – 04/15/2013 - ENCOURAGING DIVERSITY, GROWTH, AND EQUITY (EDGE) REQUIREMENTS

Pursuant to Ohio Revised Code 122.922, amended 9/30/2021, guiding EDGE program requirements, the percentage indicated on the front cover of this bid is the percent of the awarded contractor's bid. The percentage goal may be met if the contractor is EDGE certified or by subcontracting to certified EDGE firms. EDGE certified firms are those who have been certified by the Ohio Department of Development. If not EDGE certified, the contractor must use its best effort to solicit quotes from and to utilize EDGE subcontractors/suppliers on this project.

WAIVER PROCESS FOR EDGE GOAL

If not EDGE certified, the contractor must document the progress and efforts made to secure the services of EDGE certified subcontractors/suppliers. In the event the contractor is unable to meet the EDGE goal placed on this project, a request for a waiver of all or part of the goal may be made to the Division of Opportunity, Diversity and Inclusion (ODI). The written request must include all signed and dated purchase orders and subcontract agreements for any goal attainment achieved as well as indicate a good faith effort was made to meet the goal. The request must be sent to the Division of Opportunity, Diversity and Inclusion, Mail Stop #3270, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the contractor wishes to avail itself of this process. If an item of work subcontracted to an EDGE firm is non-performed by the department or is the subject of an approved VECP, the contractor may request a waiver for the portion of work excluded.

The department shall consider the following information and documentation when a request for an EDGE goal waiver is received:

- Dollar value and % of EDGE goal. Dollar value and % of waiver request.

- Signed copy of each subcontract or purchase order agreement between the contractor and EDGE subcontractor/supplier utilized in meeting the contract goal.
- Copy of dated written communication, fax confirmation, personal contact, follow-up and negotiation with the EDGE subcontractor/supplier.
- Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE subcontractor/supplier with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Copy of dated written communication and/or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
- Copy of dated written communication and/or dated fax confirmation of EDGE subcontractor/supplier that were not interested in providing a quote for the project.
- All solicitations made by the contractor for subcontracting opportunities and EDGE quotes through SBN.
- Documentation of all negotiating efforts and reason for rejecting quotes from EDGE subcontractor/supplier.
- Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal by looking beyond the items typically subcontracted or consideration of subcontracting items normally performed by the prime contractor as a way to meet the EDGE goal.

The Administrator will review the submitted documentation and issue a written decision within ten (10) business days. The contractor may request administrative reconsideration within fourteen (14) days of being informed that it did not perform a GFE. The contractor must make this request in writing to the following official:

Ohio Department of Transportation
Attention: Administrator, Division of Opportunity, Diversity, & Inclusion
Mail Stop #3270
1980 West Broad Street
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the contractor did not document sufficient good faith efforts.

As part of this reconsideration, the contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the contractor a written decision on reconsideration explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process may be appealed to the Court of Claims.

AFFIDAVIT OF SUBCONTRACTOR PAYMENTS MADE TO EDGE SUBCONTRACTORS/SUPPLIERS

The Ohio Revised Code 122.922 requires ODOT to monitor and verify the work subcontracted to EDGE subcontractors/suppliers is actually performed by the EDGE subcontractor/supplier. The affidavit seeks to verify payments made to EDGE subcontractors/suppliers on the project. Each EDGE subcontractor/supplier must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly where indicated. The affidavit must be signed by the contractor and subcontractor or by the subcontractor and EDGE subcontractor/supplier, if applicable. By signing the affidavit, the noted subcontractors/suppliers agree the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavits shall be mailed to the Ohio Department of Transportation, Division of Opportunity, Diversity & Inclusion, Mail Stop #3270, 1980 West Broad Street, Columbus, Ohio 43223.

SANCTIONS FOR FAILURE TO MEET EDGE GOAL AND DEMONSTRATE GOOD FAITH EFFORT

ODOT will issue sanctions if the contractor chooses not to request a waiver, fails to comply with the contract requirements, and/or fails to demonstrate the necessary good faith effort.

ODOT may impose any of the following sanctions:

- Letter of Reprimand
- liquidated damages computed up to the amount of goal dollars not met
- cross-withhold from future projects
- contract termination
- other remedies available by law including suspension, revocation, and/or debarment

Factors to be considered in issuing sanctions include, but are not limited to:

- the magnitude and the type of offense
- the degree of the contractor's culpability
- any steps taken to rectify the situation
- the contractor's record of performance on other projects including, but not limited to:
 - annual EDGE participation over EDGE goals;
 - annual EDGE participation on projects without goals;
 - number of complaints ODOT has received from EDGE subcontractors/suppliers regarding the contractor; and
 - number of times the contractor has been previously sanctioned by ODOT
- whether the contractor falsified, misrepresented, or withheld information

THE OFFICE OF THE ASHTABULA COUNTY ENGINEER
CHANGE ORDER POLICY DOCUMENT

DEFINITIONS:

Owner—Ashtabula County Commissioners

Engineer—Ashtabula County Engineer

Contractor—The person, firm or corporation with whom owner has entered into the agreement.

Field Order—A written order issued by the Engineer, which orders minor changes in the work, but does not involve a change in the contract time or contract price.

Work—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the contract documents.

Work Change Directive—A written directive to CONTRACTOR, issued on or after the effective date of the agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the work, or responding to differing or unforeseen physical conditions under which the work is to be performed or to emergencies affecting the safety or protection of persons or work or property at the site or adjacent thereto. A Work Change Directive will not change the contract price or the contract times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the contract price or contract times.

Written Statement—A written amendment of the contract documents, signed by OWNER and CONTRACTOR on or after the effective date of the agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the contract documents.

POLICY STATEMENT:

This policy authorizes the addition, deletion or revision in the work, or an adjustment in contract price or contract times issued on or after the effective date of the agreement. This policy also authorizes Field Orders.

AUTHORITY:

Ohio Revised Code Sections 5525.11 and 5525.14

23 Code of Federal Regulations: 635.102, 635.120 and 635.121

ODOTS "Construction and Material Specifications" Sections 104.02, 104.03, 109.03 through 109.10

PROCEDURE STATEMENT:

I. CHANGE OF WORK

1. Without invalidating the agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the work in accordance with section 104.02 and 104.03 of ODOT Material and Specification Manual. Such additions, deletions or revisions will be authorized by a Written Agreement, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the contract documents.
2. CONTRACTOR shall not be entitled to an increase in the contract price or an extension of the contract times with respect to any work performed that is not required by the contract documents unless a change of work is requested or approved by the OWNER and ENGINEER.
3. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:
 - A. Changes in the work which are ordered by OWNER and required because of defective work or correcting defective work.
 - B. Changes in the contract price or contract times which are agreed to by the parties.
 - C. Changes in the contract price or contract times which embody the substance of any written decision rendered by ENGINEER.
4. If notice of any change affecting the general scope of the work or the provisions of the contract documents (including, but not limited to, contract price or contract times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable bond will be adjusted accordingly.

II. CHANGES OF CONTRACT PRICE:

1. The contract price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the contract price in accordance with section 109.03 and section 109.04 of ODOT Construction and Material Specifications.
2. The contract price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the contract price shall be based on written notice delivered by the party making the claim to the ENGINEER prior to executing the work. Notice of the amount of the claim with supporting data shall be delivered and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the contract price shall be determined by ENGINEER. No claim for an adjustment in the contract price will be valid if not submitted in accordance with this paragraph.

3. The value of any work covered by a Change Order or of any claim for an adjustment in the contract price will be as provided by section 109.03 through 109.10 of the ODOT Construction and Material Specifications.

III. CHANGE OF CONTRACT TIMES:

1. The contract times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the contract times (or milestones) shall be based on written notice delivered by the party making the claim to the ENGINEER and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the contract times (or Milestones) will be valid if not submitted in accordance with the requirements of this item.
2. Where CONTRACTOR is prevented from completing any part of the work within the contract times (or Milestones) due to delay beyond the control of CONTRACTOR, the contract times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Item 1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work; fires, floods, epidemics, abnormal weather conditions or act of God. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of CONTRACTOR.
3. Where CONTRACTOR is prevented from completing any part of the work within the contract times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the contract times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other contractors performing other work.

THE OFFICE OF ASHTABULA COUNTY ENGINEER
DISPUTE RESOLUTION AGREEMENT

DEFINITIONS:

Owner-Ashtabula County Commissioners

Engineer-Ashtabula County Engineer

Contractor-The person, firm, or corporation with whom owner has entered into agreement.

Work-The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the contract documents.

DISPUTE RESOLUTION AGREEMENT:

The Owner and Contractor hereby agree to the following terms to resolve any event of dispute and other matters that may be in question concerning the Contract Documents or breach thereof.

The Contractor shall initially submit to the Engineer in writing any disputes concerning the contract documents. The Engineer will in good faith respond within ten working days. If an agreement cannot be reached, the dispute may be appealed to The County Prosecutors Office.

If through these steps the dispute can not be resolved, The Owner and the Contractor, upon mutual agreement, will submit any and all unsettled claims, counterclaims, disputes and other matters in questions between and arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including the Engineer, Engineer's Consultant and the Officers, Directors, Agents, Employees or Consultants of any of them) who is not a party to this contract except by written consent containing a specific reference to this Agreement and signed by the Contractor, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration must be filed in writing to the Owner, Engineer, and the American Arbitration Association. Demand Arbitration shall be made within a reasonable amount of time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution or legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The costs incurred for arbitration proceedings shall be shared equally between the Owner and the Contractor.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

THE OFFICE OF ASHTABULA COUNTY ENGINEER
CONTRACT TERMINATION POLICY

DEFINITIONS:

Owner-Ashtabula County Commissioners

Engineer-Ashtabula County Engineer

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POLICY:

A.) The Owner May Terminate for Convenience

After seven days written notice to the contractor the Owner may terminate the contract. In such case the contractor shall be paid for:

1. Complete and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
2. Invoiced cost of acceptable materials on-site prior to the date of written notice, only if the engineer determines the invoice cost is reasonable.

The contractor shall not be paid for loss of anticipated profits, revenue, or other economic loss resulting from termination of contract.

B.) The Owner May Terminate for Cause

The occurrence of one or more of the following events will justify termination for cause.

1. Contractor's persistent failure to perform the work in accordance with the contract documents.
2. Contractor's disregard of laws or regulations of any public body having jurisdiction.
3. Contractor's repeated disregard of the Owner or Engineer.

After seven days written notice to the contractor and surety the Owner may terminate the contract. The contractor will receive no further payment until Owner completes the remaining work. Any unpaid balance of the contract price will be paid to the contractor, per paragraph A, less all costs of executing termination, dispute resolution, arbitration, or court. Any excess paid by the owner over the contract price including costs of termination as stated previous, shall be paid by the contractor. A performance bond's procedures shall supersede paragraph B if applicable. The Contractor shall furnish satisfactory evidence that all persons who have done Work, or furnished materials to the Contractor, on this project have been fully paid.



March 7, 2024

Leslie Moore,
Accounting Manager
Marucci & Gaffney Excavating Co.
18 Hogue Street
Youngstown, OH 44502

SUBJECT: Affirmative Action Program Verification (AAPV)
Effective Dates: March 7, 2024 - March 7, 2025

Dear Leslie Moore:

A business desiring to participate in the State of Ohio procurement process must demonstrate to the Ohio Department of Development, Minority Business Development Division (MBDD) that the company has complied with all applicable federal and state affirmative action programs for at least the last year.

After careful review of the provided affirmative action documentation, MBDD has determined that Marucci & Gaffney Excavating Co. satisfactorily meets the requirements set forth in Section 125.111(B) of the Ohio Revised Code as is required for participation in the State of Ohio procurement process. This letter shall serve as the State's official certification.

Please note that the MBDD may conduct an audit of Marucci & Gaffney Excavating Co. affirmative action program to determine the company's continued compliance with Section 125.111 of the Ohio Revised Code.

As the Affirmative Action Program Verification indicates, the State of Ohio values diversity among its business partners and their employees and hopes to see them grow and prosper. Consequently, MBDD was delighted to be able to assist your company by approving your affirmative action program efforts. If you need any assistance or have questions about the Affirmative Action Program Verification, its objectives, or its operation, please contact the MBDD at 614.466.8380

Sincerely,

Monica L. Womack
Chief



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
00668615

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

MARUCCI & GAFFNEY EXCAVATING CO
18 HOGUE ST
YOUNGSTOWN OH 44502-1425



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 prescribed 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.



March 7, 2024

Leslie Moore,
Accounting Manager
Marucci & Gaffney Excavating Co.
18 Hogue Street
Youngstown, OH 44502

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Sincerely,

Monica L. Womack
Chief

Signature Page

Agreement Title : South Ridge Road Bridge Rehabilitation (CH 22 Sec Z) PID 115996

Approved as to Legal Form Only:

By : 

April Grabman
Ashtabula County Prosecutor

Dated : May 2, 2025

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 2025, 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: **MV> FUND**, 2222.007.302-603, not to exceed \$429,755.62, and free from any previous encumbrances.

Agreement Title: South Ridge Road Bridge Rehab. #322



Scott Yamamoto
Ashtabula County Auditor

Date: 5/6/2025