

Bid Documents

For

New Food Pantry & Social Service Center

TOPSS

Talawanda Oxford Pantry & Social Services
8 Reagh Way
Oxford, Ohio 45056



SCOTT
WEBB

A R C H I T E C T

103 West Walnut Street
Oxford, Ohio 45056
(513) 523-3838

www.scottwebbarchitect.com

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
LEGAL NOTICE AND INSTRUCTIONS TO BIDDERS	
BIDDING REQUIREMENTS	BR-1
Invitation to Bid	BR-2
BIDDING FORMS	BF-1
Proposal	BF-2
Bid Bond	BF-6
Delinquent Personal Property Tax Affidavit	BF-9
Non-Collusion Affidavit	BF-10
Affidavit of Authority	BF-11
List of Subcontractors	BF-12
Experience Record	BF-14
CONTRACT FORMS	CF-1
Notice of Intent to Award	CF-2
Agreement for Construction	CF-4
Performance Bond	CF-5
Certification of Funds	CF-6
Notice to Proceed	CF-7
Change Order	CF-8
Application and Certificate for Payment	CF-9
Payroll Information	CF-10
Final Payroll Affidavit	CF-12
Contractor's Affidavit	CF-13
Notice of Award (To Bond Company)	CF-14

LEGAL NOTICE

Sealed proposals will be received by Scott Webb, at the office of the Architect, 103 West Walnut Street, Oxford, Ohio 45056, until **4:00 p.m.** local time, **May 2, 2025** for construction of a new building for the Talawanda Oxford Pantry & Social Services (TOPSS).

TOPSS reserves the right to accept or reject any or all proposals; to waive any informalities in the bidding; and to enter into a contract with the bidder who, in their consideration, offered the lowest and best proposal. TOPSS also reserves the right to hold all proposals for 45 days after the opening date, although not accepted or rejected.

A Pre-Bid meeting is scheduled for Wednesday, April 16, 2025 at 2:00 pm at the TOPSS office on the site:

TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way
Oxford, Ohio 45056

The work for which proposals are invited consists of the furnishing of all labor, materials and equipment required for the New Food Pantry & Social Service Center

PDF Contract documents are available for download from the Architect by requesting a link to the DropBox folder emailed to scott@scottwebbarchitect.com

Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

Sherry Martin, Director
Talawanda Oxford Pantry & Social Services (TOPSS)

Advertised:

Hamilton Journal: April 11, 2025
April 18, 2025

Dodge Analytics April 9, 2025

City of Oxford website

INSTRUCTIONS TO BIDDERS

1. INTERPRETATION OF CONTRACT DOCUMENTS

If any person, firm or corporation contemplating the submission of a proposal for this Contract is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, he may submit, to the Architect a written request for an interpretation thereof. The person, firm, or corporation submitting the request shall be responsible for its prompt delivery. Such interpretations will be made only by a Memorandum duly issued by the Architect and a copy of such Memorandum will be mailed or delivered to each person securing a set of the Contract Documents, provided that sufficient period of time is available for the issuance and the delivery of such Memorandum prior to the receipt of bids. The Owner and the Architect will not be responsible for any other explanations of the Contract Documents made prior to the receipt of bids.

2. WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain, during the life of this Contract, adequate Worker's Compensation Insurance for all his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for the latter's employees, unless such employees are covered by the Protection afforded by the Contractor. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide suitable insurance for the protection of his employees not otherwise protected.

In order to comply with the above requirements, the Contractor shall furnish and attach to each executed copy of the Contract Documents a Worker's Compensation Certificate, signed by the Ohio Industrial Commission, showing that the Contractor has paid his Industrial Insurance premium.

3. BID

Bids shall be made on the form hereinafter provided. Such proposals shall be endorsed "New Food Pantry & Social Service Center" and addressed to the

Talawanda Oxford Pantry & Social Services (TOPSS)
5445 College Corner Pike
Oxford, Ohio 45056

The bid shall contain the full name of every person, firm, or the president and secretary of the corporation bidding. Each bidder shall include in the space provided in the bid a detailed account of their experience, skill and financial standing, and equipment available to perform the work. No bidder may withdraw their bid after the specified time of the opening of bids. Project bids must be for all work indicated within the Contract Documents.

All blank spaces shall be properly completed unless otherwise indicated. No additional or qualifying clauses shall be written in. The price bid for labor and the price bid for material shall be stated separately for each item (mandatory under the law); the total price (the sum of the separate prices bid for labor and material) shall be stated for each item.

4. MINIMUM WAGE RATES

The minimum wages to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this Contract shall be in accordance with the "Schedule of Prevailing Hourly Wage Rates" ascertained and determined by the Department of Industrial Relations applicable to public improvements in effect concurrent to construction of this project and Section 4115.071 of the Ohio Revised Code.

5. LICENSING OF CORPORATION

Particular attention is called to the statutory requirements of the State of Ohio relative to licensing of Corporations organized under the laws of any other state.

6. AMOUNT OF INSURANCE REQUIRED

The CONTRACTOR and Surety shall save harmless, the Talawanda Oxford Pantry & Social Services (TOPSS) and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in construction of the improvement or on account of any act or omission, by the CONTRACTOR, or their agents.

The CONTRACTOR shall procure and maintain at their own expense, insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in Ohio. Prior to the execution of the contract by the Talawanda Oxford Pantry & Social Services (TOPSS), the CONTRACTOR, shall furnish to TOPSS a certificate or certificates of insurance in the form satisfactory to TOPSS demonstrating that they have complied with this Section. The certificate or certificates shall provide that the CONTRACTOR'S liability and auto policies shall not be changed to reduce or restrict coverage or canceled until 30 days written notice has been given TOPSS by the insurer. Upon request, the CONTRACTOR shall furnish TOPSS with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum amounts of insurance are as follows:

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations	
Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00

Each Occurrence Limit

\$1,000,000.00

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury & Property Damage Liability Limit

Each Occurrence

\$1,000,000.00

The above minimum coverages may be obtained through primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

The Commercial General Liability Insurance Policy shall name the Talawanda Oxford Pantry & Social Services (TOPSS), its officers, agents and employees as additional insureds with all rights to due notices in the manner set out above. The standard Commercial General Liability coverage for damages due to blasting, underground utilities and collapse of foundations shall not be deleted by exclusion endorsements.

The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR from liability in excess of such coverage, nor shall it preclude TOPSS from taking such other actions as are available to it under any other provisions of this contract or otherwise in law.

7. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The Contractor and all subcontractors shall be solely responsible for complying with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

8. STATEMENT OF QUALIFICATIONS AND SUB-CONTRACTORS

The bidder's particular attention is directed to Pages BF-12 – BF-14 of these documents. These pages must be properly filled in by the bidder.

9. TAX EXEMPT

The Talawanda Oxford Pantry & Social Services (TOPSS) is a 501(c)(3) organization, making the Project Tax Exempt

10. CITY OF OXFORD INCOME TAX

The attention of all bidders is directed to the City of Oxford's Two Percent (2.0%) Income Tax. The contractor will be required to meet the payroll withholding requirements of the City of Oxford. Final payment to the Contractor at completion of the project will be withheld until all provisions of said income tax are met. Bidders are advised to become knowledgeable of their responsibilities in this regard.

In the event the Bidder is awarded the contract, this information needs to be forwarded to their financial/accounting department IMMEDIATELY to ensure full compliance with

the Oxford Tax Code prior to the start of their work.

A business doing work within the City limits of Oxford has the following two tax liabilities:

- 1). Withholding the 2.0% tax from employee wages (and remitting to the [Regional Income Tax Agency](#)).
- 2). Reporting business profits (and tax thereon) for work done in the City of Oxford.

To comply with both, the contractor should complete and submit to [Regional Income Tax Agency](#), a registration form, which the bidder will be provided, upon being awarded a contract.

The contractor's payroll department must by law begin withholding the 2.0% tax on all gross wages, starting with the first payroll paid for work performed in Oxford. The tax must be remitted to the [Regional Income Tax Agency](#) by the last day of the month following the end of each calendar quarter.

Additionally, the same tax rate is applied (2.0%) to business profits pertaining to work performed in the City limits if the contractor's business is not resident within the City limits.

If the contractor has a permanent office in the City limits, the contractor should contact their tax advisor or the [Regional Income Tax Agency](#) for specific rules that apply. Reporting varies depending on the contractor's form of organization (S Corp, C Corp, partnership, or self-employed). For further assistance, please contact:

[Regional Income Tax Agency](#)
PO Box 477900 Broadview Heights, OH 44147-7900
800-860-7482
www.ritaohio.com

11. EQUAL EMPLOYMENT OPPORTUNITY

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, Vietnam Era nor disabled veterans, or national origin.

Contractor and subcontractors working on the Project shall comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Revised Code, the Governor's Executive Order of 1972, and the Governor's Executive Order 84-9.

12. AWARD OF CONTRACT

The bids will be evaluated and the contract will, if let, be awarded to the lowest and best bidder. In determining the lowest and best bid, the following elements, among others, may be considered: Whether the bidder involved: (a) Maintains a permanent place of

business; (b) Has adequate equipment and facilities to do the work properly and expeditiously; (c) Has a suitable financial status to meet obligations incident to the work; (d) Has appropriate technical and management experience and management skills; (e) Is an experienced Bidder, especially involving work similar to that called for; (f) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion. The ability to secure and provide the bonds required shall not be construed as undisputable evidence that the Bidder meets any of the foregoing requirements.

13. PROJECT SPECIFICATIONS

Project Specifications are provided in the Construction Drawings. Additionally, the project shall comply with the 2024 Ohio Building Code.

14. AFFIDAVIT OF CONTRACTOR OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES AND CITY OF OXFORD INCOME TAXES

The owner requires that the Contractor shall sign an affidavit at the time the contract is awarded stating that they are not charged with any delinquent personal property taxes on the general tax list of personal property of any county in which the City of Oxford, as taxing district has territory and that they are not delinquent for income tax owed to the City of Oxford, Ohio.

15. RIGHT TO REJECT BIDS

The Talawanda Oxford Pantry & Social Services (TOPSS), reserves the right to reject any and all bids, including bids that, in the opinion of the Engineer, show evidence of unbalancing prices, and also to waive technical defects as the interest of TOPSS may require.

16. CONTRACTOR'S AFFIDAVIT FOR PAYMENT OF ANY CURRENT ESTIMATE

As a requisite for payment of any current estimate, the Contractor will be required to sign the Contractor's Affidavit - Current Estimates on the form attached herein, and have the same properly notarized.

17. CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

As a requisite for payment of the final estimate, the Contractor will be required to provided signed, **AIA Document G706 Contractor's Affidavit of Debts and Claims – 1994** with **AIA Document G706A Contractor's Affidavit of Release of Liens - 1994**

.

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed proposals will be received from qualified bidders by:

Scott Webb, Architect
103 West Walnut Street
Oxford, Ohio 45056

Until **4:00 p.m.** local time on **May 2, 2025** for the following project:

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way
Oxford, Ohio 45056

The estimated total cost for the materials and labor for the Project is **\$1,500,000.00.**

All work shall be completed in accordance with the contract documents. The successful bidder shall begin work ten (10) business days after receipt of the Notice to Proceed and shall be completed by April 1, 2026.

Bidders must submit a bid bond for the full amount of the bid or A certified Check, Cashiers Check or Letter of Credit equal to 10% of the bid..

Contract Documents

The contract documents will be available for examination during regular business hours until the date of bid opening at the office of the Architect:

Scott Webb, Architect
103 West Walnut Street
Oxford, Ohio 45056

and

Dodge Data & Analytics
www.construction.com

The contract documents may be obtained through DropBox by sending an email request to the Architect at scott@scottwebbarchitect.com.

Documents are on file for printing at the Bidder's Expense at Minuteman Press, 223 Court Street, Hamilton, Ohio (513) 863-3393

General Specifications

The general specifications for the Project are the following (as all are in effect at time of awarding of the contract):

1. AIA Document A201 General Conditions of the Contract for Construction, 2017

Bids and Attached Documents

Sealed proposals are required and such proposals shall be on the bid form found in the project documents.

Each proposal shall be submitted in its entirety in a sealed envelope addressed to:

TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way
Oxford, Ohio 45056

Each sealed envelope containing a proposal shall be plainly marked on the outside as - **" New Food Pantry & Social Service Center for TOPSS"** The envelope shall bear the name and address of the bidder.

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to:

Scott Webb, Architect
103 West Walnut Street
Oxford, Ohio 45056

Bidders shall submit the following with their proposals:

1. Noncollusion Affidavit.
2. Bid Guaranty.
3. List of Subcontractors.
4. Delinquent Personal Property Tax Affidavit.
5. Affidavit of Authority (if Bidder is a corporation).
6. Experience Record.
7. Power of Attorney (if Bidder is an out-of-state corporation).

The Talawanda Oxford Pantry & Social Services (TOPSS) reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

Bidders may address inquiries to:

Scott Webb, Architect
103 West Walnut Street
Oxford, Ohio 45056
Telephone: (513) 523-3838

By order of the

Talawanda Oxford Pantry & Social Services (TOPSS)
Sherry Martin, Director

BIDDING FORMS

PROPOSAL

New Food Pantry & Social Service Center for

TOPSS

Talawanda Oxford Pantry & Social Services

8 Reagh Way

Oxford, Ohio 45056

_____ (the "Bidder") submits this Proposal having read and examined the contract documents, including but not limited to the Invitation to Bid; Drawings and Construction Documents.

Addenda Number

Date of Receipt

The Bidder proposes to perform all work for the Agreement for Construction in accordance with the contract documents for the following sum:

Total Bid (in figures): \$ _____

Total Bid (in words):

In the event of a discrepancy between the amount of the total bid as written in figures and in words, the amount written in words shall govern.

The Bidder understands and agrees that all work to be performed under the Agreement for Construction shall be complete by April 1, 2026 unless an extension of time is granted by the Architect or Owner's representative.

April 9, 2025

BF-2

REPRESENTATIONS OF THE BIDDER

The Bidder represents the following:

1. The Bidder has read and understands the contract documents and understands that it must comply with all requirements of the contract documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Proposal is based upon the items specified by the contract documents.
3. The Bidder has visited the site, become familiar with local conditions, and has correlated personal observations about the requirements of the contract documents. The Bidder has no outstanding questions regarding the interpretation of the contract documents.
4. The Bidder has submitted the following in connection with this Proposal and the information contained therein is complete and accurate:
 - a. Noncollusion Affidavit.
 - b. Bid Guaranty.
 - c. List of Subcontractors.
 - d. Delinquent Personal Property Tax Affidavit.
 - e. Affidavit of Authority (if Bidder is a corporation).
 - f. Experience Record.
 - g. Power of Attorney (if Bidder is an out-of-state corporation).
5. The Bidder understands that the Agreement for Construction is subject to all of the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase and the locality during the term of the Agreement for Construction.
6. Within ten (10) business days from the date of receipt the Notice of Intent to Award, the Bidder understands that it must enter into and execute an Agreement for Construction with the Talawanda Oxford Pantry & Social Services (TOPSS) if awarded on the basis of this Proposal. If the Bidder does not execute an Agreement for Construction for any reason, the Bidder and the Bidder's surety shall be liable to (TOPSS) as provided in Ohio Revised Code Section 153.54(G).

7. Within ten (10) business days of the date of receipt of the Notice of Intent to Award, the Bidder understands that it must submit the following
- a. Performance Bond.
 - b. Certificate of Insurance and a copy of Additional Insured Endorsement.
 - c. Certificate of Compliance with Affirmative Action.
8. The Bidder understands that it must furnish any other information requested by the {insert organization name}.

The Bidder hereby signs this Proposal on the ____ day of _____, 2025.

Signature: _____

Print Name: _____

Name of Business: _____

Federal Identification Number: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact email: _____

Business Type:

- ☐ Partnership _____
(name if different from above)
- ☐ Joint Venture _____
(name if different from above)
- ☐ Corporation _____
(name if different from above)

This Page Intentionally Left Blank

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ (the "Principal")
and _____ (the "Surety"),
are hereby held and firmly bound unto the Talawanda Oxford Pantry & Social Services (TOPSS) as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to TOPSS on _____, 20____ to undertake the project known as "New Food Pantry & Social Service Center for TOPSS, Talawanda Oxford Pantry & Social Services

The penal sum referred to herein shall be the dollar amount of the Principal's bid to Talawanda Oxford Pantry & Social Services, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to Talawanda Oxford Pantry & Social Services, which are accepted by TOPSS. 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 for _____.

NOW, THEREFORE, if Talawanda Oxford Pantry & Social Services accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to Talawanda Oxford Pantry & Social Services (TOPSS) the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which TOPSS may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event TOPSS does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay TOPSS 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 TOPSS 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 Principal shall well and faithfully do and perform the things agreed by Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, 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 materialman or laborer having a just claim, as well as for Talawanda Oxford Pantry & Social Services 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 Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of the Surety on the Surety's bond, and the Surety does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the plans or specifications.

Signed this _____ day of _____, 20____.

Principal: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

Surety: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

Surety Agent: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant),
_____ (Title) of _____ (the
"Bidder"), after being cautioned and sworn, represent to the Talawanda Oxford Pantry &
Social Services (TOPSS) the following: (check the appropriate statement)

- ☐ At the time the Proposal was submitted, the Bidder was not charged with delinquent personal property taxes on the General Tax Lists of Personal Property of a county in which the City of Oxford, Ohio has territory (Butler County).

OR

- ☐ At the time the Proposal was submitted, the Bidder was charged with delinquent personal property taxes on the General Tax Lists of Personal Property of a county in which the City of Oxford, Ohio has territory (Butler County) and that the amounts of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, are set forth below:

Taxes:

Penalties and Interest:

Counties:

\$ _____
\$ _____
\$ _____

\$ _____
\$ _____
\$ _____

(Signature of Affiant)

(Print Name)

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

Notary Public

April 9, 2025

BF-9

NONCOLLUSION AFFIDAVIT

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant),
_____ (Title) of _____
(the "Bidder"), after being cautioned and sworn, represent to the Talawanda Oxford Pantry
& Social Services (TOPSS) the following:

- 1 The bid price contained in the Bidder's Proposal for the Project has been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such bid price with any other bidder or third party.
- 2 Unless otherwise required by law, neither the bid price nor the Proposal has been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other bidder or to any third party that would have any interest in the bid price.
- 3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signature of Affiant)

(Print Name)

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

Notary Public

AFFIDAVIT OF AUTHORITY

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant), after being
cautioned and sworn, state the following:

1. I am the Secretary of _____ (the "Company"), a corporation
organized and existing under the laws of the State of _____.
2. I am familiar with the records of the Company.
3. _____ (name of officer) is authorized to sign the
Proposal and to execute a contract on behalf of the Company for the
above-referenced project.

(Signature of Affiant)

(Print Name)

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

Notary Public

LIST OF SUBCONTRACTORS

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

NOTE: The bidder must perform at least 50% of the total contract cost with its own forces.

Complete the following information for all subcontractors who will be employed on the Project.

1. Name of Subcontractor: _____
Federal Identification Number: _____
Address: _____

Type of Work provided by Subcontractor: _____
Approximate Percentage of Contract Cost: _____
Experience Record: _____

2. Name of Subcontractor: _____
Federal Identification Number: _____
Address: _____

Type of Work provided by Subcontractor: _____
Approximate Percentage of Contract Cost: _____
Experience Record: _____

3. Name of Subcontractor: _____
Federal Identification Number: _____
Address: _____

Type of Work provided by Subcontractor: _____
Approximate Percentage of Contract Cost: _____
Experience Record: _____

4. Name of Subcontractor: _____

Federal Identification Number: _____

Address: _____

Type of Work provided by Subcontractor: _____

Approximate Percentage of Contract Cost: _____

Experience Record: _____

5. Name of Subcontractor: _____

Federal Identification Number: _____

Address: _____

Type of Work provided by Subcontractor: _____

Approximate Percentage of Contract Cost: _____

Experience Record: _____

EXPERIENCE RECORD

NOTE: Bids from contractors inexperienced in this particular type of work will not be considered.

1. Project Name: _____
Description of Work performed: _____
Project Location _____
Contact for Reference _____
Phone Number _____

2. Project Name: _____
Description of Work performed: _____
Project Location _____
Contact for Reference _____
Phone Number _____

3. Project Name: _____
Description of Work performed: _____
Project Location _____
Contact for Reference _____
Phone Number _____

4. Project Name: _____
Description of Work performed: _____
Project Location _____
Contact for Reference _____
Phone Number _____

CONTRACT FORMS

NOTICE OF INTENT TO AWARD

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

To:

You are hereby notified that the Talawanda Oxford Pantry & Social Services (TOPSS) has accepted the Proposal submitted by you on _____ in response to the Invitation to Bid for the above-referenced project.

Within ten (10) business days from the date of receipt of this Notice of Award, you are required to:

1. Execute an Agreement for Construction.
2. Submit a Performance Bond.
3. Submit a Certificate of Insurance and a copy of an Additional Insured Endorsement.
4. Submit an Affirmative Action Certificate of Compliance.

If you fail to execute the Agreement for Construction or provide the required submittals within ten (10) business days from the date of receipt of this Notice of Intent to Award, you or your surety shall be liable to the Talawanda Oxford Pantry & Social Services (TOPSS) as provided in Ohio Revised Code Section 153.54(G) and TOPSS may award the contract to the next lowest and best bidder.

You are required to prepare and submit a progress schedule prior to the preconstruction conference to be held on a date to be determined.

Return an acknowledged copy of this Notice of Intent to Award to:

Sherry Martin, Director
Talawanda Oxford Pantry & Social Services (TOPSS)
8 Reagh Way, Oxford, Ohio 45056

Talawanda Oxford Pantry & Social Services
(TOPSS)

Date: _____ By: _____

Sherry Martin, Director

RECEIPT OF NOTICE OF INTENT TO AWARD

Receipt of this Notice of Intent to Award is hereby acknowledged this ____ day of _____,
20____.

Company Name:

Signature:

Print Name:

Title:

AGREEMENT FOR CONSTRUCTION

Within Ten (10) business days from the date of receipt of the Notice of Award the General Contractor will provide a signed contract for the work using **AIA Document A105 Standard Short Form of Agreement Between Owner and Contractor 2017** with the following additions:

- The Contractor shall comply with all requirements of Chapter 4115 of the Ohio Revised Code for a Prevailing Wage Requirements.
- The Contractor agrees to withhold all municipal income taxes due or payable pursuant to the provisions of Chapter 181 of the Codified Ordinances of the City of Oxford, Ohio, for wages, salaries and commissions paid to its employees and further agrees that all of its subcontractors shall be required to agree to withhold any such income taxes due pursuant to Chapter 181 for the work performed pursuant to this Contract

PERFORMANCE BOND

Within Ten (10) business days from the date of receipt of the Notice of Award the General Contractor will provide a signed Performance Bond document using **AIA Document A312 Performance Bond 2010**

CERTIFICATION OF FUNDS

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

I, Sherry Martin, Director of Talawanda Oxford Pantry & Social Services certify that:

The Talawanda Oxford Pantry & Social Services has appropriated \$_____ for
the above-referenced project Board Action.

The amount so appropriated is on deposit or in the process of collection to the credit of
the appropriate fund free from any outstanding obligations and includes money
administered by the City of Oxford, Ohio.

Talawanda Oxford Pantry & Social Services

Date: _____

By: _____
Sherry Martin, Director

NOTICE TO PROCEED

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

To:

You are hereby notified to commence work within ten (10) business days from the date of receipt of this Notice to Proceed. You are required to complete the work by _____, 20____.

Return an acknowledged copy of this Notice of Intent to Award to:

Sherry Martin, Director
Talawanda Oxford Pantry & Social Services (TOPSS)
8 Reagh Way, Oxford, Ohio 45056

Date: _____ Talawanda Oxford Pantry & Social Services
By: _____
Sherry Martin, director

RECEIPT OF NOTICE TO PROCEED

Receipt of this Notice to Proceed is hereby acknowledged this ____ day of _____, 20____.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Change Order

Change orders to be submitted in accordance with the General Conditions of the Contract (AIA A201) using **AIA Document G710 Change Order 2017**

APPLICATION AND CERTIFICATE FOR PAYMENT

Applications for Payment to be submitted in accordance with the General Conditions of the Contract (AIA A201) using **AIA Document G702 Application and Certificate for Payment 1992** with **AIA Document G703 Continuation Sheet 1992**

Payroll Information

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

I, _____ (Name), _____ (Title)
of _____ (Subcontractor/Contractor), state the
following:

1. That I pay or supervise the payment of the persons employed by
_____ (Subcontractor/Contractor) on the
above-referenced project.
2. That during the payroll period commencing on the _____ day of
_____, 20____, and ending on the _____ day of
_____, 20____, all persons employed on said project have
been paid the full weekly wages earned; that no rebates have been or will be
made either directly or indirectly to or on behalf of said
_____ (Contractor/Subcontractor) from the full
weekly wages earned by such persons; and that no deductions have been made
either directly or indirectly from the full wages earned by such persons, other
than permissible deductions as defined in Regulations, Part 3 (29 GPR Subtitle
A), issued by the Secretary of Labor under the Copeland Act, as amended (48
Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and
described below:

3. That any payrolls otherwise under this Agreement for Construction (the
"Agreement") required to be submitted for the above period are correct and
complete; that the wage rates for laborers or mechanics contained therein are
not less than the applicable wage rates contained in the specifications as
supplied by the Department of Industrial Relations or any wage determination
incorporated into the Agreement; and that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Ohio Apprenticeship Council.
5. That (check applicable box):

☐

WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS:

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits listed in the Agreement have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

☐

WHERE FRINGE BENEFITS ARE PAID IN CASH:

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, and amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Agreement, except as noted in Section 4(C) below.

☐

Exceptions:

Exception (Craft):

Explanation:

Remarks:

(Signature)

(Print Name and Title)

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the Ohio Revised Code.

Final Payroll Affidavit

New Food Pantry & Social Service Center for
TOPSS
Talawanda Oxford Pantry & Social Services
8 Reagh Way, Oxford, Ohio 45056

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant),
_____ (Title) of
_____ (Contractor/Subcontractor), do hereby
certify that:

1. The Payroll Information reports submitted on behalf of (Contractor/Subcontractor) for this project are correct.
2. The wages paid to all employees for the full number of hours worked in connection with the Agreement for Construction (the "Agreement") for the above-referenced project during the period from _____ to _____ is in accordance with the prevailing wages prescribed by the Agreement.
3. No rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Affiant)

(Print Name)

Sworn to and subscribed in my presence this ____ day of _____, 20__.

Notary Public

The above affidavit must be executed and sworn to by the officer or agent or the Contractor/Subcontractor who supervised the payment of employees, before Talawanda Oxford Pantry & Social Services will release the surety and/or make final payment due under the terms of the Agreement.

CONTRACTOR'S AFFIDAVIT

At the completion of the work, the General Contractor to provide **AIA Document G706 Contractor's Affidavit of Debts and Claims – 1994** with **AIA Document G706A Contractor's Affidavit of Release of Liens - 1994**

**NOTICE OF AWARD
(To Bond Company)**

TO:

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Pursuant to the provisions of the Ohio Revised Code Section 9.32, notice is hereby given by The Talawanda Oxford Pantry & Social Services (TOPSS) that it is awarding a contract for construction of the **New Food Pantry & Social Service Center**, in the amount of _____/100 Dollars, (\$_____), to_____, _____, _____. The contractor has furnished a Performance and Payment Bond executed by your company for the performance of said contract and the payment of all claims thereunder.

Talawanda Oxford Pantry & Social Services
(TOPSS)

Dated:

By: _____

cc:

April 9, 2025

CF-14