

NOTICE OF AWARD

Roeese Brothers Paving, Inc.

14360 SR 104

Ashville OH 43103

RE: 2018 CDBG

The Owner has considered the proposal submitted by you for the above item in response to its advertisement for bids.

You are hereby notified that your proposal has been accepted for the project in the amount of \$ 43,939.50.

You are required by the Contract Terms to execute the Agreement and furnish the required Bid Guarantee and Contract bond and Insurance Certification within ten (10) calendar days from the date of this Notice.

If you fail to execute the agreement and to furnish said Bond and Certificate conditioned according to law and the Contract Documents within the aforesaid ten (10) days from the date of this Notice then the Owner will be entitled to consider all of your rights arising out of the acceptance of your proposal as abandonment and as a forfeiture of your Bid Bond. The Owner shall then be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this Notice of Award to the Owner.

Dated this 9th day of July, 2019.

PICKAWAY COUNTY:

[Signature]  
BOARD OF COMMISSIONERS

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged by

July this 9 day of 2019 20

Roeese Bros Paving  
CONTRACTOR

BY: Ben S Roese  
President  
TITLE

NOTICE TO PROCEED

DATE July 9, 2019

Roose Brothers Paving, Inc.

14360 SR 104

Ashville OH 43103

RE: 2018 CDBG

You are hereby notified to commence work in accordance with the Agreement dated the 9th day of July, 2019 and agree to complete this project on or before the 31st day of August, 2019

PICKAWAY COUNTY:

  
\_\_\_\_\_  
JAY H. WIPPEL, PRESIDENT  
BOARD OF COMMISSIONERS

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by

July this 9 day of 2019

Roose Bros Paving  
CONTRACTOR

BY: Ben J. Roese

President  
TITLE

Contractor Employee Federal Identification Number: 310936261

AGREEMENT

This agreement made and entered into this 9<sup>th</sup> day of July, 2019, by the Pickaway County Board of Commissioners and the Village of Ashville party of the first part, and Reese Bros. Paving, Inc. party of the second part, for supplying labor and material to complete the 2018 CDBG West Station Street Project.

WITNESSETH:

The said party of the second part has agreed and by these presents does agree with the said party of the first part for the consideration hereinafter named to provide labor and material for the West Station Street Project in strict accordance with the specifications and contract documents, which are hereby made a part of this contract and to the approval of the Owner at the following prices:

FURNISHING OF MATERIALS & LABOR  
PER SPECIFICATIONS:

TOTAL COST: \$ 43,939.50 (IN NUMBERS)

TOTAL COST IN WORD: Forty Three Thousand Nine Hundred Thirty Nine Dollars & 50/100

In Witness Whereof, the parties hereto executed this Agreement as of the date first above written:

WITNESSED BY:

Angela Han

Angela Han

Angela Han

Angela Han

Angela Han

PICKAWAY COUNTY BOARD OF COMMISSIONERS

[Signature]

JAY H. WIPPEL, PRESIDENT

[Signature]

HAROLD R. HENSON

[Signature]

BRIAN S. STEWART

VILLAGE OF ASHVILLE

[Signature]

FRANKLIN CHRISTMAN, ADMINISTRATOR

CONTRACTOR

ROESE BROS. PAVING, INC.  
COMPANY

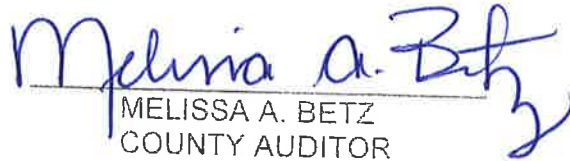
[Signature]  
SIGNATURE

Bruce L. Roese President  
PRINT NAME, TITLE

AUDITOR'S CERTIFICATE

It is hereby certified that the amount of \$ 43,939.50 required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificates now outstanding.

DATED: 7/10/19

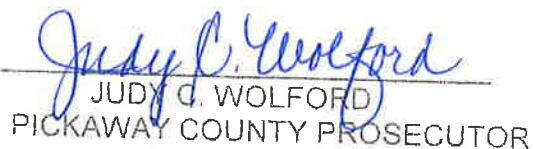
  
MELISSA A. BETZ  
COUNTY AUDITOR

---

APPROVAL AS TO FORM

I have examined the attached contract and surety bond and the manner of the execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

DATED: 07.10.2019

  
JUDY C. WOLFORD  
PICKAWAY COUNTY PROSECUTOR

TIME OF COMPLETION GUARANTEE

The below identified firm hereby states, warrants, and guarantees that it shall complete the executed Contract pertaining to the West Station Street Project within 45 calendar days after the date of commencement, or August 31, 2019.

And hereby agrees that in the event of failure on our part to complete the above mentioned Contract within 45 calendar days from the date stated in the Notice to Proceed that the below identified firm shall pay to the Owner the sum of Seventy Five Dollars (\$75) as liquidated damages for each calendar day beyond that specified.

Bruce L Roeser  
Signature

July 9 2019  
Date

Bruce L Roeser President  
Name/Title

Roeser Bros Paving  
Firm

WORKERS' COMPENSATION

The Contractor hereby agrees to provide to the City an Ohio Workers' Compensation Certificate of Paid Premium within 10 days of the signing of the contract.

Roeere Bros Paving,  
Contractor

By: Ben J Roeere

July 9, 2019  
Date

CONTRACTOR'S INSURANCE

The Contractor hereby agrees to provide to the City an Insurance Binder indicating the limits of insurance set forth below prior to the start of construction.

Roeere Bros Paving,  
Contractor

By: Ben J Roeere

July 9, 2019  
Date

The minimum limits of liability shall be:

Bodily Injury Liability

- \* Each Person \$ 500,000
- \* Each Occurrence \$ 500,000
- \* Aggregate \$1,000,000

Property Damage Liability

- \* Each Occurrence \$ 500,000
- \* Aggregate (except Auto) \$1,000,000

In the event that the policies contain a Combined Single Limit of liability, the Combined Single Limit shall not be less than \$2,000,000.

In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.

## FEDERAL PROVISIONS

### General

The Project is being funded in whole or part with Community Development Block Grant (CDBG) funds. Therefore, applicable federal laws, rules and regulations apply to the bidding, contracting and performance of the subject work. Specific provisions are attached. The CDBG funds are being administered through the Pickaway County Board of Commissioners (County).

### Financial

Upon submittal of a Contractor Payment Request, as approved by the Project Manager, payment responsibilities will be determined based upon local participation. Any local share shall be paid by the local jurisdiction and the CDBG funds shall be requested from the State of Ohio. On receipt of said funds the County shall cause payment to the contractor. The local share should be paid to the contractor within two weeks of payment Request approval and the CDBG amount within 30-40 days.

### Monitoring

The local jurisdiction shall be responsible for all construction related monitoring including, but not limited to, material approval, daily site visits, inspections, acceptance of work performed, review/approval of Contractor Payment Request, job site safety and required postings.

The County shall be responsible for monitoring all CDBG related activities including, but not limited to, review of weekly payroll reports tracking of DBE, Section 3, Federal Labor Provisions and EEO/AA aspects as applicable to this project.

**FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER  
AT CONTRACT SIGNING**



## NOTICE OF USE OF FEDERAL FUNDS

Due to the use of federal funds, namely Community Development Block Grant (CDBG) monies, there are additional requirements placed upon the Contractor.

Specific federal requirements include, but may not be limited to, the following:

- ♦ Federal Labor Standards Provisions
- ♦ Federal Prevailing Wage Rates (Davis Bacon)
- ♦ Section 202 Equal Opportunity Clause
- ♦ Affirmative Action/EEO
- ♦ Standard Federal Equal Employment Opportunity Construction Contract Specifications
- ♦ Federal list of Debarred Contractors
- ♦ Non Segregated Facilities
- ♦ Civil Rights Act
- ♦ Section 109 of Housing & Community Development Act
- ♦ Section 3 Compliance for Training and Employment
- ♦ Responsibilities for Subcontractors

## FEDERAL COMPLIANCE REQUIREMENTS SUMMARY

### Contracts Over \$2,000

- \* Prevailing Wage Provisions
- \* Non-Discrimination Provisions

### Contracts Over \$10,000

- \* Prevailing Wage Provisions
- \* Executive Order 11246
  - EEO/Affirmative Action
  - Minority/Female Participation Goals
- \* Non-Segregated Facilities
- \* Section 3 Compliance
- \* Civil Rights Act of 1964
- \* Section 109 of Housing and Community Development Act
- \* Federal Labor Standards Provisions
- \* Americans with Disabilities Act

### Contracts Over \$100,000

- \* All Requirements for \$10,000 plus Contract
- \* Compliance with Air and Water Acts
- \* Use of Contract Funds for Lobbying

## FEDERAL COMPLIANCE CERTIFICATION

Contractor, Roese Bros Paving hereby agrees to abide by the applicable federal regulations as set forth in the Contract Documents, and shall be responsible for the completion of all applicable reports or certifications and compliance of same.

July 9, 2019  
Date

By: Bruce L. Roese

Name: Bruce L. Roese

Title: President

## FEDERAL COMPLIANCE REQUIREMENTS SUMMARY

### Contracts over \$2,000

- \*Prevailing Wage Provisions
- \*Non-Discrimination Provisions

### Contracts Over \$10,000

- \*Prevailing Wage Provisions
- \*Executive Order 11246
  - EEO/Affirmative Action
  - Minority/Female Participation Goals
- \*Non-Segregated Facilities
- \*Section 3 Compliance
- \*Civil Rights Act of 1964
- \*Section 109 of Housing and Community Development Act
- \*Federal Labor Standards Provisions
- \*Americans with Disabilities Act

### Contracts Over \$100,000

- \*All Requirements for \$10,000 plus Contract
- \*Compliance with Air and Water Acts
- \*Use of Contract Funds for Lobbying
- \*Drug-free Workplace