Document 00 41 13 - Bid Form (General Contracting Project)

State of Ohio Standard Requirements for Public Facility Construction

Sealed bids will be received by the Stark State College at 6200 Frank Ave. NW, North Canton, OH 44720 for:

Project SSC-23-002 WR TIMKIN CENTER HVAC REPAIRS

at

6200 Frank Ave. North Canton, OH 44720, Stark County

for the

Stark State College

The time for Substantial Completion of all Work is 266 consecutive days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number	Date Received	
1	March 29, 2023	
	:	
	f	
		
The undersigned Bidder proposes to perform all V Documents, for the following sum(s):	Work for the applicable Contract in accordance with	n the proposed Contract
Bid Package 101 – GENERAL CONTRACT		
BASE BID :		
ALL LABOR AND MATERIALS,	for the sum of	\$ 240,350.00
Sum in words: two hundred forty	y thousand three hundred fifty	
	and 00	/100 dollars.
	of DX system and Replacement with Air-cooled Ch All Accessories (Circle appropriate choice below a	
If Alternate is accepted, ADD TO / I	DEDUCT FROM Base Bid:	\$_235,150.00
*Alternate M1 is a complete ch	hirty-five thousand one hundred fifty and 00 ange of mechanical cooling systems. The alt nount over the base bid system and installa	ernate price listed
installation of the chilled water		

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Alternate M2, Direct Hot Water Pump Replacement (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid:

\$ 25,940.00

Sum in words:

twenty-five thousand nine hundred forty and 00 /100 dollars.

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BIDDER AFFIRMATION AND DISCLOSURE

Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, that it has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1225 Industrial Ave SW	Massillon, OH 44647
(Contractor Address)	(City, State, Zip)
Name / Principal location of business of Subo	contractor(s), if known at time of Bid Opening:
1225 Industrial Ave SW	Massillon, OH 44647
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor (Valley)	(Madress, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
Location where services will be performed by	Contractor (Project Sites):
6200 Frank Ave NW	COOD Emorale Asso NIM
020011001111711011111	6200 Frank Ave NW
(Address)	(City, State, Zip)
(Address)	(City, State, Zip) (City, State, Zip)
(Address)	(City, State, Zip) (City, State, Zip)
(Address) (Address) Name(s) / Location(s) where services will be	(City, State, Zip) (City, State, Zip) performed by Subcontractors (Project Sites):
(Address) (Address) Name(s) / Location(s) where services will be 6200 Frank Ave NW	(City, State, Zip) (City, State, Zip) performed by Subcontractors (Project Sites): 6200 Frank Ave NW
(Address) Name(s) / Location(s) where services will be 6200 Frank Ave NW (Subcontractor Name)	(City, State, Zip) (City, State, Zip) performed by Subcontractors (Project Sites): 6200 Frank Ave NW (Address, City, State, Zip)

3. Location where State data will be located by Contractor:				
1225 Industrial Ave SV	V Massillon, OH 44647			
(Address)	(City, State, Zip)			
Locations where State data will be loc	cated by Subcontractor(s), if known at time of Bid Opening:			
1225 Industrial Ave SV	V Massillon, OH 44647			
(Subcontractor Name)	(Address, City, State, Zip)			
(Subcontractor Name)	(Address, City, State, Zip)			
(Subcontractor Name)	(Address, City, State, Zip)			
(Subcontractor Name)	(Address, City, State, Zip)			
(Subcontractor Name)	(Address, City, State, Zip)			

Bidder also affirms, understands and agrees that Bidder and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Bidder or its subcontractors before, during and after execution of any Contract with the State. Bidder agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Bidder to perform the services outside the United States.

On behalf of the Bidder, I acknowledge that I am duly authorized to execute this Bid Form including this Bidder Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Bidder may enter into with the State and is incorporated therein.

COMMITMENT TO PARTICIPATE IN THE EDGE BUSINESS ASSISTANCE PROGRAM

Bidder: Mark only one option.

Use "✓" or "X" to mark option included in Bid

If marking Option B, also show percentage of proposed participation.

✓ Option A

Bidder commits to *meet or exceed* the advertised EDGE Participation Goal of **the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder's Bid) to the Contracting Authority, at the location required and within 3 <u>business days</u> after receiving notice from the Contracting Authority, its fully completed *Bidder's Qualification Form*, including an *EDGE Affadavit* form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

Option B (also indicate percentage -- see text)

Bidder *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* _____ percent of the Contract award amount, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 business days after notice from the Contracting Authority, a detailed *Demonstration of Good Faith* form describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

Bidder commits to provide to the Contracting Authority at the location required, and within 3 <u>days</u> after receiving notice from the Contracting Authority, its fully completed *Bidder's Qualification Form*, including an *EDGE Affadavit* form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

Option C

Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100 percent of the Contract award amount.

BIDDER'S CERTIFICATIONS

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

- 1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed 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 Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
- 3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
- 4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
- 5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
- 6. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
- 7. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
- 8. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in **Article 5** of the Instructions to Bidders.
- 9. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 10. The Bidder acknowledges that it read all of the Instructions to Bidders, and in particular, Section 2.10 Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.

- 11. The Bidder agrees to furnish any information requested by the Contracting Authority or Architect/Engineer to evaluate the responsibility of the Bidder.
- 12. The Bidder agrees to furnish the submittals required by Section 6.1 of the Instructions to Bidders for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
- 13. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and sign the Bid Form.
- When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and sign the Bid Form.
- 15. Bidder acknowledges that by signing the Bid Form on the following Bidder Signature and Information page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
- 16. All signatures must be original.

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BIDDER SIGNATURE AND INFORMATION

Date enrolled in an OBWC-approved DFSP (month/date/year):// Contact person for Contract processing:	Bidder's Authorized Signature:	Danes Ellist
Title: Company Name: Mailing Address: Mailing Address: Massillon, OH 44647 Telephone Number: Facsimile Number: Bail Address: Mailing Address: Massillon, OH 44647 330.809.6200 330.809.6225 darren@rthampton.com Canton 34-1818622 Date enrolled in an OBWC-approved DFSP (month/date/year): JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION Joint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Little: Contact person for Contract processing: Please print or type the following: Telephone Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Little: Contact person for Contract processing:	Please print or type the following:	
Company Name: Mailing Address: Mailing Address: Mailing Address: Telephone Number: Pacsimile Number: Bail Address: Canton 330.809.6225 darren@rthampton.com Canton 34-1818622 Date enrolled in an OBWC-approved DFSP (month/date/year): Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Pacsimile Number: Pacsimile Number: Pacsimile Number: Telephone Number: Pacsimile Number: Email Address: State of Incorporation: Pacteral Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Date of Date of	Name of Bidder's Authorized Signatory	Darren Elliott
Mailing Address: Mailing Address: Mailing Address: Telephone Number: Facsimile Number: Bail Address: Canton State of Incorporation: Canton Tederal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): President's or Chief Executive Officer's Name / Title: Dint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Contact person for Contract processing: Please print or type the following: N/A Title: Company Name: Mailing Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):	Title:	President
Telephone Number: Telephone Number: Telephone Number: Telephone Number: Tessimile Number: Tessimile Number: Tessimile Number: Tessimile Number: Tessimile Number: Teter of Incorporation: Tederal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Tessident's or Chief Executive Officer's Name / Title: Tessimile Number: Tessimile Number: Please print or type the following: Name of Joint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):	Company Name:	RT Hampton Plumbing and Heating, Inc
Telephone Number: Facsimile Number: Email Address: Canton State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION Joint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Lease print or type the following: N/A Title: Company Name: Mailing Address: Telephone Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Date enrolled in an OBWC-approved DFSP (month/date/year): Lease in Incorporation: Contact person for Contract processing:	Mailing Address:	1225 Industrial Ave SW
Facsimile Number: Email Address: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION Joint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Date enrolled in		Massillon, OH 44647
Email Address: State of Incorporation: Canton Gederal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Date enrolled in an OBWC-approved DFSP (month/date/year): Date enrolled in an OBWC-approved DFSP (month/date/year): Darren Elliott / President JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION Joint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Contact person for Contract processing:	Telephone Number:	330.809.6200
State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Contact person for Contract processing: Canton 34-1818622 July / 01 / 2022 Rebecca Molla / rebecca@rthampton.com Darren Elliott / President Darren Elliott / President NATURE & INFORMATION N/A N/A Title: Company Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):/// Contact person for Contract processing:	Facsimile Number:	330.809.6225
Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year): Date enrolled in	Email Address:	darren@rthampton.com
Date enrolled in an OBWC-approved DFSP (month/date/year): Date enrolled in an OBWC-approved DFSP (month/date/year): Usuly	State of Incorporation:	Canton
Contact person for Contract processing: President's or Chief Executive Officer's Name / Title: Darren Elliott / President JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION Joint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):// Contact person for Contract processing:	Federal Tax ID Number:	34-1818622
President's or Chief Executive Officer's Name / Title: Darren Elliott / President JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION Joint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/datc/year): / /	Date enrolled in an OBWC-approved DFSP (month/da	ate/year): July / 01 / 2022
JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION Joint Venture Bidder's Authorized Signature: Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):// Contact person for Contract processing:	Contact person for Contract processing:	Rebecca Molla / rebecca@rthampton.com
Please print or type the following: Name of Joint Venture Bidder's Authorized Signatory Title: Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):// Contact person for Contract processing:	President's or Chief Executive Officer's Name / Title:	Darren Elliott / President
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Title: Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):/	Please print or type the following:	
Company Name: Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):// Contact person for Contract processing:	Name of Joint Venture Bidder's Authorized Signatory	N/A
Mailing Address: Telephone Number: Facsimile Number: Email Address: State of Incorporation: Federal Tax ID Number: Date enrolled in an OBWC-approved DFSP (month/date/year):/	Title:	
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Contact person for Contract processing:	Federal Tax ID Number:	
	Date enrolled in an OBWC-approved DFSP (month/da	te/year)://
President's or Chief Executive Officer's Name / Title:	Contact person for Contract processing:	
	President's or Chief Executive Officer's Name / Title:	

END OF DOCUMENT

Document 00 43 13 - Bid Security Form State of Ohio Standard Requirements for Public Facility Construction

(Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS B	Y THESE PRESENTS, that we, the undersigned	
RT Hampton Plumbing & Heatin	g, Inc., 1225 Industrial Avenue, SW, Massillon, OH 44647	, as Principal,
and Merchants Bonding Compar	ny (Mutual)	as Sureties,
are hereby held and firmly bound un	Stark State College, State of Ohio	
//	s Obligee(s), in the penal sum of the dollar amount of the Bid submit	tted by the Principal
to the Obligee on April 3, 2023	(date) to undertake the Project known as:	
Project Number:	SSC-23-002	
Project Name:	WR Timken Center HVAC Repairs	
Contract Descript	ion: (e.g., General Trades, Plumbing, HVAC, Electrical)	

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for the above referenced Project;

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being

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expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this 3rd	day of April		
PRINCIPAL: RT Hampton Plumbing & Heating, In	c.		
BY: Dayren Elliott			
Title: OWNLY			
SURETY: Merchants Bonding Company (Mutual)	SURETY INFOR	MATION:	
x The	P.O. Box 14498	3	
	Street		
By: Logan Liptak	Des Moines,	IA	50306
Attorney-in-Fact	City	State	Zip
	800-678-8171		
	Telephone Numb	er	
	SURETY AGENT	'S INFORMATI	ON:
	The Fedeli Gro	up	
	Agency Name		
	5005 Rockside	Rd., Ste.500	
	Street		
	Independence,	ОН	44131
	City	State	Zip
	216-328-8080 Telephone Numb	er	

END OF DOCUMENT



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of lowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel A Fedeli; Jill LaBondano; Kevin S Keller; Logan Liptak; Melanie Blankenburg; R Scott Liptak; Sharon Brickman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(les) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th

November

, 2020

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF DALLAS 88.

On this 9th day of November 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON Commission Number 750576 My Commission Expires January 07, 2023

> (Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this $\overline{\ \ \ \ }$

Milliam Harner S.

2003 1933



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2021			
Admitted Assets				
Bonds	\$ 203,619,484			
Common Stocks	74,716,979			
Real Estate	11,814,510			
Cash and Short-Term Investments	10,846,617			
Other Invested Assets	2,021,215			
Subtotal, Cash and Invested Assets	303,018,805			
Investment Income Due and Accrued	1,022,008			
Premiums in the Course of Collection	13,585,682			
Amounts Recoverable from Reinsurers	4,170,217			
Current Federal Income Taxes Recoverable	1,259,013			
Receivable from Affiliate	12,672,157			
Other Assets	12,574,516			
Total Admitted Assets	\$ 348,302,398			
Liabilities & Surplus				
Losses	\$ 12,784,709			
Reinsurance Payable on Paid Losses and LAE	1,629,454			
Loss Adjustment Expenses	12,444,960			
Commissions Payable	3,322,641			
Other Expenses	5,046,332			
Taxes, Licenses, and Fees	548,748			
Net Deferred Tax Liability	1,829,520			
Unearned Premiums	59,627,263			
Dividends Declared to Policyholders	5,333,964			
Ceded Reinsurance Premiums Payable	3,361,677			
Amounts Withheld for Others	14,183,537			
Total Liabilities	120,112,805			
Surplus	228,189,593			
Total Liabilities and Policyholders' Surplus	\$ 348,302,398			

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2021, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

3-/-2012 Date

street

6700 Mestone Parkety Mest Des Moores IA 50256-7754 mailing

9 0 Roll [44] 68 Des Molnes, IA 50506-5498 toll free 800.678 8171 local 515 243 8171 fax 515 243 3854

email infour erchantsionsing conwebsite merchantsbondung com 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 03/23/2022 Effective 04/02/2022 Expires 04/01/2023

l, 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

MERCHANTS BONDING COMPANY (MUTUAL)

of Iowa 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



MERCHANTS BONDING COMPANY (MUTUAL) certified in its annual statement to this Department as of December 31,2021 that it has admitted assets in the amount of \$348,302,398, liabilities in the amount of \$120,112,805, and surplus of at least \$228,189,593.

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

Judith French, Director

Sudith L. French



Document 00 45 13 - Bidder's QualificationsState of Ohio Standard Requirements for Public Facility Construction

Project N	lumber: SSC	:-23-002	
Project Name: SSC WR Timken Center HVAC Repairs			
Company Name:	RT Hampton Plumbing and Heating, Inc.		
Physical Address:	1225 Indust	trial Ave SW	
,	=	Street, Building, Unit	
	Massillon, C	OH 44647	
		City, State, Zip	
Mailing Address (i	f different):	Same As Above	
		P.O. Box	
		City, State, Zip	
Telephone Number	(w/ Area Code)): (330) 809.6200	
Fax Number (w/ A	rea Code):	(330) 809.6225	
Email address:	estimation@	rthampton.com	
	Project N Company Name: Physical Address: Mailing Address (i	Project Number: Project Name: SSC Project Name: RT Hampto 1225 Indus Massillon, O Mailing Address (if different): Telephone Number (w/ Area Code): estimation@	

2. Overall Experience. Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

RT Hampton has been one of the Northeast premier mechanical contractors since 1983. We are currently a "S" corporation incorporated in the state of Ohio as of 1995. We have over 80 years of combined bidding experience.

- 3. Financial. The apparent low Bidder shall submit, upon request of the Contracting Authority, either:
 - a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
 - b) A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

4. Facilities & Equipment. Indicate Bidder's relevant facilities and major equipment (leased or owned).

We have a 8000 SQFT office facility with a 16000 SQFT warehouse/fabrication shop. Also our company maintains a fleet of 20+ vehicles and large construction equipment.

5. Ongoing & Relevant Projects. List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, a description of EDGE participation and performance, and project name/contact person/address/phone number for each owner and the architect or engineer for each project.

Attached

- 6. Regulatory / Contractual. Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.
 - a) State or federal Prevailing Wage violations or judgments

None

b) Affirmative Action and EDGE program violations (Attach Certificate of Compliance with Affirmative Action Programs, issued pursuant to Ohio Revised Code Section 9.47)

None

- c) Contract abandonment, contract termination, as either a prime- or sub-contractor, or Surety takeover
 None
- d) Debarment by state, federal, or local jurisdictions
 None

	e) EPA/OSHA violations				
	None				
	f) Liquidated damages and Statutory Delay Forfe	eiture assessed			
	None				
	g) Drug-Free Safety Program and Drug Free Wor	kplace Program	violations		
	None				
7.	Management. Identify individuals assigned to this Proj	ect.			
	Darren Elliott		15	25+	
	Principal	Years with firm		Total Exp	
	Ocatt Namet		45	00	
	Scott Nemetz Project Manager	Years with firm	15	Total Exp	
	Dave St. Clair	Years with firm	22	27 T. (.1)	
	Field Superintendent	Years with firm	-	Total Exp	
8.	EDGE Participation. Identify EDGE-certified Busines for this Project. Attach a fully completed Document 00				
	Enterprise.	43 39 - EDGE A	XIIIdavit _	tor each EDGE-C	eruned Business
9.	Certification. I hereby certify that the information in th	is entire Bidder's	: Qualifica	tions form includ	ling all attachments
•	and referenced information, is factual and complete.	is citille stade! s	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		an attachments
	RT Hampton Plumbing and F	leating Inc			
	Company Name				
	Authorized Official (please print or type)	iott			
	Truthorized Official (prease print of type)				
	0		4 0	3.2023	
	Signature of Authorized Official Nann Elliant		Date	3.2023	

RT Hampton Job Overview

Project Name	Owner	Architect/Engineer	Contract Amount
CCSD Athletic Facility	Canton Local Schools	Motter & Meadows	Under Contract
ACH Uof A Sports Health	Akron Children's Hospital	Mann Parsons Gray Architects	Under Contract
JMS Uncrustables Pilot Plant	The JM Smucker Company	Domokur	\$6,659,800.00
NCCSD New Primary	North Canton City School District	SōL Harris / Day Architecture	\$4,697,500.00
NCCSD New Intermediate	North Canton City School District	SõL Harris / Day Architecture	\$4,301,500.00
Conotton Valley Cumminuty Center Addition (Rocket Center)	Conotton Valley Union Local Schools	Holabird & Root	\$3,225,050.00
Canton Local School - New MS	Canton Local Schools	GPD Group	\$2,746,150.00
Gardiner Pie Prebake Building Expansion	Gardiner Pie Company	Structura	\$2,096,200.00
limken Lab Wing - HVAC	Timken	BWK	\$1,605,358.00
R2 Manufacturing Building	R2 Land Holdings LLC	Hammontree and Associates, Limited	\$776,000.00
lackson Transportation Center	Jackson Local School District	SōL Harris / Day Architecture	\$694,161.00
Canton Memorial Fieldhouse - HVAC	Canton City School District	Motter & Meadows	\$583,445.00
ACH Mansfield Behavioral Health	Akron Children's Hospital	Hasenstab Architects, Inc.	\$488,754.00
Westfield Country Club MEP Systems	Ohio Farmers Insurance, Co.	LS Architects	\$457,025.00
GLC Line 126 String Line - HVAC	Great Lakes Cheese	Dennis Group	\$366,400.00
ACH 2nd Floor Pharmacy	Akron Children's Hospital	Hasenstab Architects, Inc.	\$283,374.00
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Project Name	Owner	Architect/Engineer	Contract Amount
Portage County Justice Center Addition	Portage County Commissioners	Wachtel & McAnally	\$3,623,121.00
Tallmadge Elementary School	Tallmadge City Schools	SōL Harris / Day Architecture	\$3,616,775.00
North Royalton ES	North Royalton City Schools	TDA	\$3,480,755.00
CAK - Gate Replacement	Akron-Canton Regional Airport	SōL Harris / Day Architecture	\$3,435,593.00
Tallmadge Middle School	Tallmadge City Schools	SōL Harris / Day Architecture	\$3,332,814.00
Lake Elementary School	Lake Local School District	SōL Harris / Day Architecture	\$3,037,764.00
North Royalton HS	North Royalton City Schools	TDA	\$2,586,549.66
North Royalton High School	North Royal City Schools	Ohio Facilities Construction Commissio	\$2,586,549.66
Hudson Local School - East Wood and McDowell	Hudson City Schools	GPD Group	\$2,027,226.00
Great Lakes Cheese - HELM (Hiram Expansion	Great Lakes Cheese	Dennis Group	\$1,832,037.00
ACH Chilled Water - Package B	Akron Children's Hospital	Hasenstab Architects, Inc.	\$1,775,000.00
Lake Local MS/HS Renovation	Lake Local School District	SōL Harris / Day Architecture	\$1,322,680.00
Canton McKinley HS - Turk Alberta Locker Room	Industrial Realty Group	Kaczmar Architects Incorporated	\$1,320,229.00
University of Akron - Institute for Human Science and G	The University of Akron	BSHM Architects, Inc.	\$1,240,000.00
Gervasi New Hotel	Gervasi Vineyard	FMD Architects	\$1,031,592.00
Seritage Belden Village (Sears)	Seritage SRC Finance, LLC	NELSON Architect	\$972,421.00
Massillon Museum - Expansion and Renovation	Massillon Museum	DLR Group Westlake Reed Leskosky	\$782,000.00
Gervasi New Distillery	Gervasi Vineyard	FMD Architects	\$781,973.00
ACH Condensate Return Upgrade	Akron Children's Hospital	BWK	\$631,000.00
Western Reserve 2nd Floor Renovation	Western Reserve Group Insurance	bshm Architects	\$482,000.00
OSU Wooster Chiller Plant	The Ohio State University	Hasenstab Architects, Inc.	\$400,000.00
Massillon ODOT	Ohio Department of Transportation	Buehrer Group	\$365,160.00
SSC Akron - Buildout and New Building	Stark State College	FMD Architects	\$330,000.00
Summa Endoscopy	Summa Health	Hasenstab Architects, Inc.	\$323,341.00
Lake Community YMCA	Lake Local School District	SōL Harris / Day Architecture	\$297,031.00
U of A Law Building - Renovation	University of Akron	Braun & Steidl Architects	\$282,617.00
ACH SPD	Akron Children's Hospital	BWK	\$270,250.00
New Philadelphia Fire Station - New Building	City of new Philadelphia Fire Department	McCall SHARP Architecture	\$242,187.00
Budenheim	Budenheim	Salas O'Brien	\$233,641.00
Mayflower Apartments	National Church Residences	Berardi + Pardtners, Inc.	\$219,100.00
Lake Center Christian - Addition	Lake Center Christian Schools	Barber Architectural Studio	\$213,256.00
 UMU Dom & Karen Capers Coaches	University of Mount Union	SōL Harris / Day Architecture	\$208,700.00
Wooster Hospital Outpatient	Wooster Community Hospital	Hasenstab Architects, Inc.	\$185,000.00
HOFV Event Center	Pro Football Hall of Fame	DLR Group Westlake Reed Leskosky	\$167,722.00
Aeonian Brewery Company	Aeonian Bewing Company	Douglas K Berry Architect, LLC	\$163,850.00
Tri-County Educational Center	Tri-County Educational Services Center	Domokur Architects	\$158,313.00
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Project Name	Owner	Architect/Engineer	Contract Amount
KSU Main Hall Entry / Elevator	Office of the University Architect	Hasenstab Architects, Inc.	\$147,000.00
CT Branin Natatorium	Canton City School District	Motter & Meadows	\$140,779.00
Kyocera SGS C-2 Building	Kyocera SGS Precision Tools	Kaczmar Architects Incorporated	\$127,362.00
ACH Research Institute	Akron Children's Hospital	MPG Architects	\$110,154.45
ACH Micro Lab	Akron Children's Hospital	BWK	\$92,200.00
Laurels of Canton - Dialysis Expansion and Renovation	Laurel Health Care Company	John Patrick Picard Architect, Inc.	\$64,817.00
Schuncrunn Cemetery Office	City of New Philadelphia	Diversified Engineering Inc.	\$17,713.00
College of Wooster Student Center Transformation	College of Wooster	BAI Architect	\$1,766,000.00
Tractor Supply New Facility	Tractor Supply	H&M Design, P.C	\$983,696.00
Canton Baptist Temple	Family Life Center	Daniel R Shirkey Architects	\$981,445.00
Highland Granger ES	Highland Local School District	GPD Group	\$850,981.00
Case Farms - Winesburg	Case Farms Chicken	Primus Builders, Inc.	\$609,741.00
Summa 4 East Patient Unit Reno	Summa Health	Hasenstab	\$446,777.00
ACH Outpatient Rehab DP-03	Akron Children's Hospital	Hasenstab	\$422,966.00
ACH Emergency Power Upgrade	Akron Children's Hospital	BWK Engineering	\$210,500.00
Heinz Delimex Building Modifications	Kraft Heinz	Mead & Hunt	\$191,364.00
Westfield Country Club Blair Center - HVAC Upgrade I	Ohio Farmers Insurance, Co.	LS Architects	\$149,961.00
Summa Portage Commons	Summa Health	Caplea Studio	\$42,277.00

RT Hampton Project References

1) Famous Supply Company

166 N Union St. Akron, OH 44304 Adam Nagy (330) 456.4508

2) WH Gardiner

1530 Corporate Woods Pkwy Suite 200 Uniontown, OH 44685 Ray Barnhart (330) 896.9358

3) Cleveland Plumbing Supply

170 Branstetter St. Wooster, OH 44691 Tim Bielz (330) 263.9366

4) Campbell Equipment

5151 Canal Rd Cleveland, OH 44125 Tim Campbell (216) 696.1155