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POLE BARN PROJECT

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**LEGAL NOTICE
CLARK COUNTY, OHIO**

Sealed bids will be received by the Clark County Board of Developmental Disabilities (DDCC). **UNTIL Friday, May 10, 2019, AT 10:00 A.M.** for the **POLE BARN PROJECT**; Bid specifications and documents can be obtained at the Clark County Board of Developmental Disabilities Administration office 2527 Kenton St Springfield, Ohio 45505, (937)346-0735 or **WWW.Clarkdd.org/RFPS**. **PLEASE NOTE: BIDS DELIVERED/RECEIVED AFTER THE SUBMITTAL TIME (EXACTLY 10:00 A.M. ON THE DDCC CLOCK) WILL NOT BE ACCEPTED.**

A **PRE-BID MEETING** for all interested Contractors will be held on **May 1, 2019** at 10:00 A.M. at the project site. Clark County Board of Developmental Disabilities 2535 Kenton St. Springfield, Ohio 45505.

Each bid shall contain the full name and address of each person or company submitting the bid. All bids must be submitted to the Administration Office, Developmental Disabilities of Clark County, 2527 Kenton St., Springfield, OH 45505 **no later than, Friday, May 10, 2019 at 10:00 A.M.** Bids will be opened at approximately 10:00 A.M. in the Administration Office, 2527 Kenton Street, Springfield, Ohio 45505. Bids shall be clearly marked on the outside of the envelope in the lower left hand corner as **“DDCC Pole Barn Project”**. The name and address of the bidder must also appear on the outside of the envelope.

This contract will be awarded to a SINGLE PRIME CONTRACTOR.

The CONTRACTOR may utilize the services of SUBCONTRACTORS. The Prime Contractor and Sub Contractor(s) must be pre-qualified and possess current Certificates of Qualifications for the applicable work classifications being bid. Conditional bids will not be accepted.

Each proposal shall contain the full name and address of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. Developmental Disabilities of Clark County (DDCC) intends and requires that this project be completed in 90 calendar days, but no later than September 20, 2019. All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio Products, materials, services, labor in the implementation of their project. Additionally, contractor compliance with equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Each bid for the **Pole Barn Project** must be accompanied by a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be in the full amount of the bid. The bond must be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Bid security furnished in the form of a certified check or cashier's check, shall be equal to 10% of the bid. Checks should be made payable to Developmental Disabilities of Clark County. **Failure to submit a proper Bid Guaranty will automatically invalidate the bid!**

Bidders must submit the following: Bid bond, Non-Discrimination Provision, Non-Collusion Affidavit, Personal Property Tax Statement, Quality Contracting Standards Certification, Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization. The successful bidder must also submit a performance bond and meet the DDCC's insurance requirements (requirements are included in the bid package). **Please Note:** the DDCC is exempt from all Federal, State, Local and/or Excise Taxes. The DDCC reserves the right to reject any and all bids and to waive any defect in a bid, which does not materially alter the bid document.

BY ORDER OF THE BOARD OF DEVELOPMENTAL DISABILITIES of CLARK COUNTY
JENNIFER R. MILLER, SUPERINTENDENT News-Sun: April 17, 2019

PROJECT SPECIFICATIONS

PROJECT SPECIFICATIONS

SUMMARY OF WORK

PROJECT DESCRIPTION

The following general description of work is intended to be an aid to the prospective bidder and is not intended to comprise a complete description of all work required. The work includes all work indicated or implied by the Contract Documents, which includes the Project Specifications, the Contract Documents, all Addenda, executed change orders, or other amendments to the Contract.

SPECIFICATIONS

The project consists of design and construction of a pole barn with the following specifications; Removal of three trees and foundation preparation.

The building shall be, 64 feet in length, 36 feet wide, 12-foot sidewalls and laminated posts.

Three, 10 foot by 10 foot insulated overhead doors with commercial grade automatic openers.

Two 36-inch wide by 80-inch tall service doors, one at each end of the front of the building.

The building shall have exterior wainscot lining 3 feet from base of the building.

The roof shall have a 4/12 pitch, with a 12 inch overhang around the building. Gutters and downspouts. The interior walls and ceiling shall be insulated.

Building colors will be determined at Pre-Bid meeting.

The floor slab shall be 6 inch thick, 4000PSI rated concrete. Reinforced with welded wire mesh.

The floor slab shall have 2-inch insulation horizontally by 24 inches wide around the perimeter, on top of gravel base.

A concrete approach shall be installed across the front of the building 64 feet in length and 12 feet wide with 6 inch thick, 4000PSI rated concrete. Reinforced with welded wire mesh.

Safety bollards shall be installed in the approach on either side of overhead door openings.

Before start of construction, all plans must be approved by the Clark County Building Department. 3130 E. Main St. Suite 1A, Springfield, Ohio 45505

Contractor shall furnish all labor, materials and equipment necessary to complete in a satisfactory manner the work listed and shown on drawings.

The Contractor shall be solely responsible for and have control over construction means, methods, sequences, procedures and coordinating all portions of the work.

The Contractors shall submit a Construction Schedule to the Owner, outlining the sequences, procedures and coordination of all portions of the work.

Work performed under this specification shall be in compliance with applicable codes, laws and or ordinances of Clark County Ohio, State of Ohio and all Federal agencies applicable. Materials and workmanship required by such regulations shall be provided by the Contractor, whether or not specifically noted in the Contract Documents, Specifications, or drawings.

Bidders are responsible for inspecting the project locations, examination of the, specifications, supplemental specifications, proposal notes, to satisfy themselves that the intent of the project can be achieved as set forth in the bid documents. Submission of a bid shall be considered evidence that the bidder has made such an examination and is satisfied as to the conditions, which may be encountered in the execution of work.

The Contractor shall apply for, pay for and secure all permits for all disciplines required. Pay all governmental fees and for all licenses necessary for the proper and legal execution and completion of the project. All fees for the building permits shall be the responsibility of the Contractor.

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

CONTRACT DOCUMENTS

Requirements for construction of this project are contained in the CONTRACT DOCUMENTS. The CONTRACT DOCUMENTS include the following:

- ❖ PLANS AND SPECIFICATIONS,
- ❖ LEGAL NOTICE - INVITATION TO BID,
- ❖ INFORMATION FOR BIDDERS,
- ❖ NON-COLLUSIVE BID AFFIDAVIT,
- ❖ BIDDER'S PERSONAL PROPERTY TAX STATEMENT,
- ❖ PROPOSAL FORM, AGREEMENT, NOTICE OF AWARD,
- ❖ NOTICE TO PROCEED, NOTICE OF COMMENCEMENT,

Also to be included as part of the CONTRACT DOCUMENTS are the required BID GUARANTY, PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATES OF INSURANCE, as well as any ADDENDA that may be issued by the OWNER.

The BIDDER is required to carefully examine the site of the work, the SPECIFICATIONS and PROPOSAL FORM, and to read and acquaint himself with all CONTRACT DOCUMENTS. The BIDDER, in submitting a bid, warrants that he has investigated and is acquainted with the requirements of the CONTRACT DOCUMENTS and the conditions to be encountered in performing the work.

If Bidder is in doubt as to the true meaning of any part of the specifications or bid documents he shall contact Max MacGillivray, (937) 346-0751 before submitting his proposal. Any interpretation, deletion or addition to the bid documents shall be made by addendum duly issued and mailed to all prospective Bidders by the Owner.

QUALIFICATION of BIDDERS

This contract will be awarded to a SINGLE PRIME CONTRACTOR. The CONTRACTOR may utilize the services of SUBCONTRACTORS, however the successful bidder shall submit to the OWNER for approval before the contract is entered into, a complete list naming all proposed SUBCONTRACTORS. The OWNER reserves the right to accept or reject the employment of any or all Subcontractor(s). The PRIME CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS as he is for the acts and omissions of persons directly employed by him. The PRIME CONTRACTOR and SUBCONTRACTORS must be pre-qualified and possess current Certificates of Qualifications for the applicable work classifications being bid. Conditional bids will not be accepted.

COMPLETING THE PROPOSAL FORM

All bids must be typed or written in ink on the PROPOSAL FORM contained herein. The BIDDER shall enter a lump sum bid in the space provided for the "TOTAL AMOUNT OF THE BID". The signer of this proposal, "as the Bidder" understands that the work for which this proposal **is not** based on State or County prevailing wage rates.

CHANGE ORDER

Any additional work not specifically identified in the PLANS or SPECIFICATIONS shall not be performed until a price is agreed to, in writing, by the OWNER and the CONTRACTOR. Payment will be made to the CONTRACTOR for only the actual work performed in accordance with the project PLANS AND SPECIFICATIONS. Payments are subject to retainage, which will be escrowed until the project is finalized.

Failure of the BIDDER to enter a lump sum price in the PROPOSAL FORM may, at the discretion of the OWNER, render the bid informal and may cause the bid to be rejected.

The OWNER reserves the right to reject any and all bids and to waive any defect in a bid which does not materially alter the bid.

Each bid shall include the name and place of residence of the BIDDER and the names of all persons having an interest with the BIDDER. In the case of a corporation, only the names of the president and secretary are required.

PREVAILING WAGE

This project is not based on prevailing wages rates.

BID GUARANTY

All bids must be accompanied by a BID GUARANTY in the form of either: a BID BOND for the full amount of the bid or a CERTIFIED CHECK or CASHIER'S CHECK, in the amount of 10% of the bid. Checks or bonds should be made payable to the CLARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES. Bid guarantees of unsuccessful bidders shall be returned immediately after action is taken to award or reject bids.

METHOD OF AWARD

The OWNER may make any investigations deemed necessary to assess the ability of the BIDDER to perform the work. The BIDDER shall furnish all information requested by the OWNER for such investigation.

The BIDDER shall submit, on the forms included in this document, a RECORD OF EXPERIENCE and a list of any and all SUBCONTRACTORS proposed to be used on the project. Certificates of Qualification must be supplied for the applicable classifications of work, which will be performed, by the prime contractor and major sub-contractors.

Award will be based upon 1) Lowest and Best Bid, 2) Bidder's Record of Experience, 3) BIDDER'S financial status and organization, 4) whether BIDDER maintains a permanent place of business. The OWNER reserves the right to reject any bid if the investigation of the BIDDER fails to satisfy the OWNER that the BIDDER is properly pre-qualified to perform and satisfactorily complete the work.

BIDS TO REMAIN OPEN

Any bid may be withdrawn prior to the scheduled time for opening of bids. Any bid received after the time and date specified in the LEGAL NOTICE - INVITATION TO BID, will not be considered.

The OWNER may hold bids for up to 30 days after the actual date of opening and may award the contract at any time during that period. BIDDERS shall not withdraw, modify or cancel their bid within 30 days after the bid opening. Any bidder found not responsive and responsible, shall be notified of the disqualification and rejection of their bid.

PERFORMANCE BOND

The successful BIDDER will be required to post a PERFORMANCE BOND in an amount equal to 100% of the bid award.

INSURANCE REQUIREMENTS

The successful BIDDER shall furnish to the OWNER one certified copy, (CERTIFICATE OF INSURANCE), of all required insurance policies as noted in the Standard Insurance Requirements and Idemnification section of this document. The successful BIDDER shall furnish certified evidence that with respect to the operations he performs, he carries regular Contractor's Public Liability Insurance with minimum coverage limits per person per accident bodily injury and per accident property damage. If any part of the work is sublet, similar insurance shall be provided by or on behalf of the sub-contractors to cover their operations.

EXECUTION OF AGREEMENT/NOTICE TO PROCEED

The BIDDER to whom the bid is awarded will be required to execute, and return to the OWNER, the AGREEMENT and the PERFORMANCE and PAYMENT BONDS and CERTIFICATES OF INSURANCE within 10 calendar days of receipt of the NOTICE OF AWARD. If the successful BIDDER fails to execute the AGREEMENT, fails to post the required BONDS or fails to provide proof of INSURANCE, the OWNER may consider the BIDDER to be in default, in which case the BID GUARANTY shall be forfeited as liquidated damages.

Within 30 days of receipt of acceptable PERFORMANCE and PAYMENT BONDS, CERTIFICATES OF INSURANCE and the signed AGREEMENT, the OWNER shall sign the AGREEMENT and return the fully executed AGREEMENT to the CONTRACTOR.

A NOTICE TO PROCEED shall be issued by the OWNER to the CONTRACTOR within 10 days of the execution of the AGREEMENT by the OWNER. The time period between execution of the AGREEMENT and issuance of the NOTICE TO PROCEED may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED is not issued within the 10 day period, or within the mutually agreed upon extended time period, the CONTRACTOR may, by written notice, cancel the AGREEMENT, without further liability on the part of either party.

PRE-CONSTRUCTION CONFERENCE/CONSTRUCTION PLAN

The CONTRACTOR shall be required to attend a pre-construction conference at a location, time and date to be established by the OWNER. At the conference the CONTRACTOR shall submit a simple construction plan, including a timetable, for review and approval. The plan shall include the methods and procedures to be used for performing the required work and shall provide a timetable and sequence of events, including any signing, warning devices, or traffic control to be used during construction.

FUNDING AND PAYMENT

Once every 30 days the CONTRACTOR shall submit to the OWNER a REQUEST FOR PAYMENT listing all work completed, previous payments approved, any amount to be retained, and a total amount to be paid. The CONTRACTOR shall prepare an invoice based on the OWNERS approval of REQUEST FOR PAYMENT.

MISCELLANEOUS PROVISIONS

The BIDDER is required to execute and submit a NON-COLLUSIVE BID AFFIDAVIT and a BIDDER'S PERSONAL PROPERTY TAX STATEMENT.

BIDDERS must comply with Equal Opportunity Policies.

Bids shall include all applicable taxes and fees. Materials to be used in this project may be purchased by the CONTRACTOR free of Ohio state sales tax.

All applicable Federal, State and Local laws, ordinances, rules and regulations shall apply to this project.

The successful BIDDER shall coordinate his work efforts with all utility companies having facilities within the project limits. The CONTRACTOR shall, to the extent practicable, use, and shall cause all subcontractors to use, Ohio products, materials, services and labor.

The CONTRACTOR shall be responsible for any required sampling, testing, handling, containment, removal, and disposal of waste products.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

The BIDDER, by submission of a bid, agrees to commence work on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the project within 90 consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages in the amount of two hundred fifty dollars (\$250.00) per day for each calendar day that the project is not completed beyond the specified 90 days or by September 20, 2019, the contract completion date.

Any dates or time periods specifically identified within the CONTRACT DOCUMENTS may be changed only by mutual agreement of the OWNER and the CONTRACTOR.

REPAIRS FOR ONE YEAR

The Contractor shall make all repairs due to defective workmanship of material for the term of one year after the date of the final estimate; shall correct and repair promptly during that time in all defective work and material of whatever description; and shall deliver the work in all respects good condition at the end of that time. However, ordinary wear and tear, or damage due to negligent or improper operation on the part of the Owner, shall not be considered an obligation of the Contractor. Twelve months after the date of the final estimate, as hereinbefore mentioned, and as soon after the expiration of the said twelve months as practicable, the Owner shall make or cause to be made a final inspection of the performance of this Contract. If such performance and work shall be found satisfactory and not to have deteriorated through defects of workmanship or material, then the Owner shall accept said work. Such acceptance shall be a prerequisite to the release of the surety on the warranty bond. If, however, the final or any prior inspection discloses defects due to non-fulfillment of this Contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects of materials, workmanship, or guarantee. Such repairs shall be a prerequisite to the approval and acceptance of the work and the release of the surety on the warranty bond. In case the Contractor shall neglect or fail to promptly make said repairs, after written notification, the Owner shall cause such repairs to be made at the expense of the Contractor.

STANDARD INSURANCE
REQUIREMENTS AND
INDEMNIFICATION
CLAUSE

STANDARD INSURANCE REQUIREMENTS

AND INDEMNIFICATION CLAUSE

SECTION 1.: The insurance and indemnification provision of the contract shall be as follows:

The contractor, prior to commencing work, shall provide, at his own cost, proof of insurance to the Clark County Board of Developmental Disabilities This insurance shall be evidenced by certificates and/or policies as determined by DDCC. Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the County Prosecuting Attorney by certified mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number.

- (a.) The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- (b.) The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Contract and issuance of the Notice to Proceed.
 - a. **Worker's Compensation**
 - i. All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.
 - b. **Contractor's General Liability Insurance**
 - i. The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$ 1,000,000 per occurrence with an annual aggregate of \$ 2,000,000, including coverage for subcontractors.
 - c. **Excess Liability**
 - i. The Contractor shall acquire and maintain, during the term of the Contract, insurance over and above General Liability Insurance up to \$ 2,000,000.
 - ii. Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
 - iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.
 - iv. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

(c.) Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

(d.) The Owner may adjust the liability limits to coincide with local government procurement policies and practices within the limits of state and local law.

(e.) Builder's Risk Insurance

a. Each contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.

(f.) Installation Floater Insurance

a. When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

(g.) The Policies as listed above shall all contain all the following special provisions:

a. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Clark County Board of Developmental Disabilities.

b. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the contract by the Contractor or by his/her Subcontractors.

c. Each contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.

d. Prior to commencement of any work under Contract, the contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

SECTION 2: If any of the property and casualty insurance requirements are not complied with at their renewal dates, payments to the contractor will be withheld until those requirements have been met, or, at the option of DDCC, the DDCC may pay the renewal premium and withhold such payments from any monies due the contractor.

SECTION 3: All property losses shall be made payable to and adjusted with Clark County.

SECTION 4: All policies and Certificates of Insurance shall be approved by the Clark County Board of Developmental Disabilities prior to the inception of any work.

SECTION 5.: Other coverages may be required by DDCC based on specific needs. If such other coverages are required for a specific contract, those coverages will be described in the "Special Conditions" of the specification.

SECTION 6.: If, at any time, any of the aforementioned policies shall be, or become, unsatisfactory to the DDCC, as to form or substance, or if a company issuing any such policy shall be, or become unsatisfactory to the county, the contractor shall, upon notice to that effect inform DDCC promptly:

- 1.) obtain a new policy,
- 2.) submit the same to the Prosecuting Attorney for approval, and,
- 3.) submit a new Certificate in accordance with the above mentioned procedures in Sections 1 through 5 hereof as hereinabove provided.

Upon failure of the contractor to furnish, deliver and maintain such insurance, as above provided, this contract, at the election of the County, may be forthwith declared suspended, discontinued, or terminated. Failure of the contractor to take out and/or maintain any required insurance shall not relieve the contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with, or otherwise limit, the obligations of the contractor concerning indemnification.

SECTION 7.: In the event that claims in excess of the insured amount provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from current payment funds or funds to become due the contractor until such time as the contractor shall furnish such additional security covering such claims as may be determined by Clark County.

SECTION 8. All policies and Certificates of Insurance of the contractor shall contain the following clauses:

- (a.) Insurers shall have no right of recovery or subrogation against Clark County Board of Developmental Disabilities (including its agents and agencies as aforesaid). It is the intention of the parties that the insurance policies so affected shall protect both parties, and be primary coverage for any and all losses covered by the above-described insurance.
- (b.) The clause "other insurance provisions" in a policy in which the Clark County Board of Developmental Disabilities is named insured, shall not apply to Clark County Board of Developmental Disabilities.
- (c.) The insurance companies issuing the policy or policies shall have no recourse against Clark County Board of Developmental Disabilities (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under form of policy.
- (d.) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the contractor.

SECTION 9: The following **Indemnification Agreement** shall be, and is hereby, a provision of the contract and shall be endorsed on the reverse side of all Certificates of Insurance:

"The contractor agrees to protect, defend, indemnify, and hold Clark County Board of Developmental Disabilities and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide expense, and to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false, or fraudulent."

STANDARD FORMS

NOTICE OF AWARD

Date:

Project: POLE BARN PROJECT
Clark County, Ohio

You are hereby notified that your bid, in the amount of _____, as submitted by you on _____ in response to the LEGAL NOTICE - INVITATION TO BID for the project, has been accepted.

In accordance with the CONTRACT DOCUMENTS you are required to execute the AGREEMENT and submit a PERFORMANCE BOND and provide CERTIFICATES OF INSURANCE within 10 calendar days from the date of this notice.

Should you fail to execute the AGREEMENT, fail to post the required BONDS, or fail to provide proof of insurance, the COUNTY may consider your bid to be in default, in which case your BID GUARANTY shall be forfeited as liquidated damages.

You are required to acknowledge this NOTICE OF AWARD by immediately signing and returning a copy to the COUNTY.

DEVELOPMENT DISABILITIES OF CLARK COUNTY

Signed: _____

Name: Jennifer R. Miller

Title: Superintendent

ACCEPTANCE OF NOTICE OF AWARD

Receipt of NOTICE OF AWARD is acknowledged by:

Signed: _____

Name: _____

Title: _____

Date: _____

cc: Contractor's Surety –
Surety's Agent -

AGREEMENT

between

OWNER: Clark County Board of Developmental Disabilities

and

CONTRACTOR: Construction Inc.

This **AGREEMENT** entered into this _____ day of _____, 2019, by and between Clark County Board of Developmental Disabilities, hereafter referred to as the DDCC, and _____, hereafter referred to as the CONTRACTOR, is for constructing the **POLE BARN PROJECT**, hereafter referred to as the PROJECT.

The CONTRACTOR agrees to furnish all labor, equipment, materials, tools, and incidentals necessary to complete the PROJECT in compliance with the CONTRACT DOCUMENTS.

CONTRACT DOCUMENTS means and includes the following: PROJECT PLANS AND SPECIFICATIONS, LEGAL NOTICE, INVITATION TO BID, INFORMATION FOR BIDDERS, NON-COLLUSIVE BID AFFIDAVIT, BIDDER'S PERSONAL PROPERTY TAX STATEMENT, PROPOSAL FORM, BID GUARANTY, AGREEMENT, NOTICE OF AWARD, NOTICE TO PROCEED, NOTICE OF COMMENCEMENT, CHANGE ORDER, PERFORMANCE BOND, CERTIFICATES OF INSURANCE, and any ADDENDA issued by the COUNTY.

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before a date to be specified in the NOTICE TO PROCEED, and will complete the PROJECT by September 20, 2019.

The CONTRACTOR agrees to perform all work described in the CONTRACT DOCUMENTS for the sum of _____, subject to increase or decrease by a duly authorized CHANGE ORDER and actual quantities performed.

The approved Purchase Order for this PROJECT is included as a part of this AGREEMENT and shall serve as certification that the funds required to meet this AGREEMENT have been lawfully appropriated.

NON-DISCRIMINATION PROVISION
(O.R.C. 125.111)

The CONTRACTOR agrees:

- (1) that in the hiring of employees for the performance of work under this CONTRACT or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this CONTRACT relates.
- (2) That no CONTRACTOR, subcontractor, or any person acting on behalf of any CONTRACTOR or subcontractor shall, in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this CONTRACT on account of race, color, religion, sex, age, handicap or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

This AGREEMENT is executed, in triplicate, as of the date written above, by affixing the signatures of the CONTRACTOR and the DDCC.

Signed: _____
Vendor name

Witness: _____

Clark County Board of Developmental Disabilities

By: _____
Jennifer R. Miller, Superintendent

Date: _____

Witness: _____
Clerk

Clark County Prosecutor
Approved as to Form and Legal Sufficiency:

By: _____

Date: _____

NOTICE TO PROCEED

To : Vendor name
Address

Date :

Project: Pole Barn Project

You are hereby notified to commence work on or before _____, 2019 and in accordance with the AGREEMENT, dated _____, 2019. You are to complete the work on or before **September 20, 2019**

You are required to acknowledge this NOTICE TO PROCEED by immediately signing and returning a copy to the DDCC.

Clark County Board of Developmental Disabilities

Signed: _____

Name: Jennifer R. Miller

Title: Superintendent

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of NOTICE TO PROCEED is hereby acknowledged by: Vendor name

Signed: _____

Name: _____

Title: _____

Date: _____

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT
(Pursuant to O. R. C. Section 1311.252)

OWNER: *Clark County Board of Developmental Disabilities*
2527 Kenton Street
Springfield, Ohio 45505
(937) 328-2675

PRINCIPAL CONTRACTOR: *Vendor name*
Address

TRADE : *General Contractor* CONTRACTOR'S REPRESENTATIVE :

NAME OF PROJECT: *Pole Barn Project*

SCOPE OF WORK: *Construct a pole barn to Owners specifications*

LOCATION : *2535 Kenton Street, Springfield, Ohio 45505*

IF NEEDED, LEGAL DESCRIPTION Not Needed See Separate Sheet Typed On
Back

DATE CONTRACT SIGNED:

AUTHORIZTION No.:

CONTRACTOR'S LENDING INSTITUTION (S) FOR THIS PROJECT :

CONSTRUCTION BOND HELD BY : *The Ohio Casualty Insurance Company*

TO THE LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS :

Take notice that labor or work is about to begin on or materials are about to be furnished for an improvement to the real property described in this instrument. A person having a mechanic's lien may preserve the lien by providing a notice of furnishing to the above named designee and his original contractor, if any, and by timely recording an affidavit pursuant to O. R. C. 1311.06. A copy of this notice may be obtained by making a written request by certified mail to the above named owner, owner representative, or the person with whom you have contracted.

Date: _____, 2019 By : _____

Title: Jennifer R. Miller
Superintendent

STATE OF OHIO

COUNTY OF CLARK, ss:

Sworn to before me and subscribed in my presence this _____ day of _____, 2019

| _____
| Notary Public
| My Commission Expires _____

BIDDER TO COMPLETE THESE DOCUMENTS ONLY

PLEASE PROVIDE 2 SETS OF THE
COMPLETED BID PACKAGE

1 – ORIGINAL 1 – COPY

ALL PAGES BEYOND THIS POINT ARE TO BE
COMPLETED AND SUBMITTED WITH THE BID
PACKAGE!

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

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

1. That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20__

Notary Public: _____

My Commission Expires: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR CONTRACTORS

Name of Contractor: _____ Date Contract Begins: ____/____/____

Address of Contractor: _____

Telephone Number of Contractor: (_____) _____ - _____

Signature of Person Completing This Form: _____ Date: ____/____/____

Initial and date to verify that a current policy extending through the term of the contract is on file with the DDCC. If policy ends before the end of the contract note date that you will follow-up for new policy.

Requirements

The following are the County's standards. Certificates are to be on file before a contract is signed. Any variations from the items listed must be analyzed and have advance approval of the County's Risk Manager.

_____ / ____ / ____

1. Workers' Compensation Certificate showing current workers' compensation coverage for Ohio or the State in which work will be performed or letter of exemption.

_____ / ____ / ____

2. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of \$2,000,000, including coverage for subcontractors, if any are used.

_____ / ____ / ____

3. Umbrella or Excess Liability (over and above Commercial General Liability) with a limit of at least \$2,000,000.

_____ / ____ / ____

4. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$300,000 (combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.

_____ / ____ / ____

5. Items 2, 3, and 4 name the Clark County Board of Developmental Disabilities and contracting department or office as an "Additional Insured" on all policies.

_____ / ____ / ____

6. Professional Liability Coverage.

Note: The type will vary based on the profession or service of the contractor. Normally, at least errors and omissions coverage should be obtained with a minimum of \$1,000,000 per incident liability limit with the County named as additional insured. May be unavailable for some professions.

7. Indemnification: Language should include the following:

A. The Contractor understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor.

B. The Contractor shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or part resulting in whole or part from any acts or omissions of the Contractor or any employee, agent or representative of the Contractor.

8. Subrogation:

Normally we need to delete any "subrogation" language because it tends to nullify our intent of having "hold harmless" and "additional insured" protections. Subrogation may be appropriate if a general contractor is providing coverage for all subcontractors (usually this would be in a construction contract).



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

STATE ISSUED LICENSE

In accordance with division (2)(a) of section 2909.32 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

STATE ISSUED LICENSE - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of licensure due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

EEO CONTRACT COMPLIANCE

By submission of a bid, each Contractor agrees that it will comply with the following provisions of 153.59 of the OHIO REVISED CODE:

(A) that in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor or any person acting on his behalf shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates;

(B) that no contractor, subcontractor, or any person acting on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

Any breach of the above conditions shall result in the forfeiture set forth in 153.60 of the OHIO REVISED CODE which provides as follows:

153.60 Forfeiture (GC 2366-2)

The contractor referred to in section 153.59 of the Revised Code shall provide as a forfeiture for any breach of the provisions against discrimination:

(A) That there shall be deducted from the amount payable to the contractor by the state or by any township, county, or municipal corporation thereof, under this contract, a forfeiture of twenty five dollars for each person who is discriminated against or intimidated in violation of this contract:

(B) That the contract shall be canceled or terminated by the state or by any township, county, or municipal corporation thereof, and all money to become due hereunder may be forfeited, for a second or subsequent violation of this section of the contract.

HISTORY: GC 2366-2; 116 v 151. 2:Bureau of Revision. Eff 10-1-53.

Research Aids

Labor laws and regulations:

O-Jur2d: Pub Wks 126

Public works contracts:

O-Jur3d: Civ R 25

Signed: _____
(Contractor)

Witness: _____

NON COLLUSION BID AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that he/she
(Name)

is _____ for _____,
(Position) (Name of Company)

the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Board of Clark County Commissioners or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signed: _____
Affiant

Sworn to and subscribed before me, a Notary Public, on this ____ day of _____,
20____.

(SEAL)

Signed: _____
Notary Public

My commission expires _____.

BIDDER'S PERSONAL PROPERTY TAX STATEMENT

(See 5719.042, O.R.C.)

State of _____

County of _____

I, _____, having been duly sworn, state that I am competent to testify to the following:

(Complete Applicable Statement)

() On _____, I submitted a bid to Developmental Disabilities of Clark County, Ohio, to provide the County with _____.

On said date, I owed no personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that I have not been charged with having any delinquent personal property tax owed to said District.

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____.

I presently am delinquent in the payment of personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that my name appears upon the records of said District as delinquent in the payment of personal property tax as follows: _____ owed as delinquent taxes, and _____ owed as penalties assessed against said delinquency. As part of the consideration for a contract to perform the above stated bid, I hereby agree that this form be incorporated into said contract to perform work, and further agree that proceeds from said contract shall be paid to Clark County Taxing District in the amount of said delinquent tax and said assessed penalty prior to any payments being made to the bidder or other person under the contract.

Signed: _____
Bidder

Sworn to and subscribed before me, a Notary Public, on this ____ day of _____, 20____.

(SEAL) Signed: _____
Notary Public

My commission expires: _____

Each BIDDER is required to give detailed information on current or previous work in like character to this project.

Project Name: _____
Description of Work: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Project Name: _____
Description of Work: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Project Name: _____
Description of Work: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Project Name: _____
Description of Work: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Additional copies of this form may be used as needed. BIDDERS may substitute own listing in lieu of filing this form.

SUBCONTRACTORS

Each BIDDER shall list all subcontractors proposed for work on this project.

Name of Subcontractor: _____
Work to be Performed: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Name of Subcontractor: _____
Work to be Performed: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Name of Subcontractor: _____
Work to be Performed: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Name of Subcontractor: _____
Work to be Performed: _____

Reference Person to Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Additional copies of this form may be submitted as needed.

PROPOSAL

POLE BARN PROJECT

Clark County, Ohio

◆ ◆ ◆ ◆ ◆ Contracting Authority : ◆ ◆ ◆ ◆ ◆

DEVELOPMENT DISABILITIES OF CLARK COUNTY

Jennifer R. Miller, Superintendent
Ravi Shankar, Comptroller
Robert Bender, Operations Director

Business Services Office
2527 Kenton Street
Springfield, Ohio 45505

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

Bid Submittal – Date _____ – Time _____ AM
Bid Opening – Date _____ - Time _____ AM

Company _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

TOTAL AMOUNT OF THE BID: \$ _____

Signature of Bidder _____ Title _____

If the person signing is other than the company/corporation President, he/she must show proof of authority to bind the bidder.