



BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

ENTER INTO CONTRACT WITH RACK & BALLAUER EXCAVATING CO., INC. FOR THE WARREN COUNTY FAIRGROUNDS PAVING PROJECT

WHEREAS, pursuant to Resolution 19-0259, adopted February 26, 2019, this Board approved a Notice of Intent to Award Bid for the Warren County Fairgrounds Paving Project to Rack & Ballauer Excavating Co., Inc., for a total bid price of \$110,975.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rack & Ballauer Excavating Co. Inc., for a total contract price of \$110,975.00; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the County Administrator to sign the purchase order relative to this contract upon posting of the financial resolutions approved via separate resolution on April 2, 2019.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 2nd day of April 2019.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

KH\

cc: c/a—Rack & Ballauer Excavating Co. Inc.
Fairgrounds (file)
OMB Bid file



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APPROVE NOTICE OF INTENT TO AWARD BID TO RACK AND BALLAUER EXCAVATING FOR THE WARREN COUNTY FAIRGROUNDS PAVING PROJECT

WHEREAS, bids were closed at 9:00 a.m., on February 12, 2019, and the bids received were opened and read aloud for the Warren County Fairgrounds Paving Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Rebecca Osborne, Rack and Ballauer Excavating, has been determined to be the lowest and best bidder; and

WHEREAS, this lowest bidder was determined to be non-responsive as their bid did not include pricing for all required items; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Rack and Ballauer Excavating, 11321 Paddys Run Rd., Hamilton, Ohio, for a total bid price of \$110,975.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 26th day of February 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: Fairgrounds (file)
OMB Bid file



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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

BID OPENING

February 12, 2019

BID OPENING – WARREN COUNTY FAIRGROUNDS PAVING PROJECT

Bids were closed at 9:00 a.m. this 12th day of February and the following bids were received, opened and read aloud for the Warren County Fairgrounds Paving Project for the Warren County Agricultural Society:

Queen City Blacktop Co. Inc. Cincinnati, Ohio	\$ 144,600.00
Adleta Construction Lebanon, Ohio	\$ 165,378.89
Dura Seal Columbus, Ohio	\$ 152,647.00
Schumacher Dugan Construction LLC West Chester, Ohio	\$ 139,998.00
Roberts Paving Inc. Mowrystown, Ohio	\$ 129,951.50
John R. Jurgensen Cincinnati, Ohio	\$ 131,575.00
Pinnacle Paving and Sealing Cincinnati, Ohio	\$ 132,195.00
Rack 7 Paving Cincinnati, Ohio	\$ 144,540.00
J.K. Meurer Corp. Loveland, Ohio	\$ 127,890.00

Rack and Ballauer Excavating
Hamilton, Ohio

\$ 110,975.00

Rebecca Osborne, Warren County Fair Secretary and Facility Manager will review bids for a recommendation at a later date.

cc: Bid File

OMB

Fairgrounds (file)

PLAN HOLDERS LIST

Fairgrounds Paving Project

Individuals or companies can be added to the plan holders list by contact Kiana Hawk at kiana.hawk@co.warren.oh.us

Name	Company	Phone Number	E-mail Address
Zach	Mount Pleasant Blacktopping		Zach.mpb@outlook.com
Tim McDonald	Vandalia Blacktop & Sealcoating, Inc.	937-454-0571	timm@vandaliablacktop.com

BID/CONTRACT DOCUMENTS

**WARREN COUNTY FAIRGROUNDS
PAVING PROJECT**

WARREN COUNTY AGRICULTURAL SOCIETY

WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250

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SECTION 00040 - INVITATION TO BIDDERS

Separate sealed bids for the Warren County Fairgrounds Paving Project will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until February 12, 2019 @ 9:00 a.m. and then at said time publicly opened and read aloud.

Bid documents, drawings and specifications are available online at the Warren County's Website at <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>.

The project description: Pavement overlay at the main gate entrance and driveway parallel to Broadway from Barn 4, south to Gate 3, the parking lot in front of and between Bldg. A and the Bldg. B/track kitchen, as well as the lot south of the track kitchen. The paving area is estimated to be 13,850 yards. The Engineer's opinion of probable construction cost is \$150,000.00.

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution. **OR**
2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder. All bids shall be sealed and plainly marked:

All bids shall be sealed and plainly marked "BID OPENING-- WARREN COUNTY FAIRGROUNDS PAVING PROJECT, FEBRUARY 12, 2019 @ 9:00 A.M."

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

By order of the Board of County Commissioner, County of Warren, State of Ohio.

Tina Osborne, Clerk

SECTION 00120 - EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

WARREN COUNTY FAIRGROUNDS
FAIRGROUNDS PAVING PROJECT
Lebanon, OH 45036

BIDDER IDENTIFICATION

Please complete this form and submit with your bid.

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

FEDERAL ID# _____

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Warren County Board of Commissioners until February 12, 2019 @ 9:00 a.m. and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036, and shall be clearly marked

BID OPENING— WARREN COUNTY FAIRGROUNDS PAVING PROJECT, February 12, 2019 @ 9:00 a.m.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **Bid Documents:** Bid documents, specifications, addenda, plan holders list, and other information are available online, free of charge, at the Warren County's Website at <http://www.co.warren.oh.us/commissioners/Resources/Default.aspx>. Contact Rebecca Osborne at ROsborne@warrencountyfairhio.org to be added to the plan holders list. All Addenda will be posted on the aforementioned website and shall not be mailed to the bidders. Bidders shall be responsible for checking the website prior to submitting their bids.

3. **Withdraw of Bid:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.

4. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.

5. **Method of Bidding:** Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the construction described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

The estimate of quantities of work, if included in the Proposal, is approximate only, and will not become the basis for calculating final payment for the work. However, the estimated quantities shall be used by the Owner in calculating the total amount of the Proposal for comparison of bids.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest and best bidder or bidders;
- c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
- d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
- e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.
- f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
- g. The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.

6. **Qualification of Bidder:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; conditional bids will not be accepted.

7. **Bid Security:** Each bid must be accompanied by cash, cashier's check, certified check of the bidder, letter of credit equal to ten (10) percent of bid, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of

bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

8. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

9. **Time of Completion and Liquidated Damages:** The Owner shall issue a "Notice to Proceed" within 14 days of contract execution. The start of the project shall be determined by the successful bidder and identified in a written project schedule submitted by the Bidder to the Owner within 14 days of executing the contract. The Bidder shall complete all work within the following requirements:

A. Final completion, site restoration work complete, and Contract Closeout shall be by May 1st, 2019.

Bidder agrees to pay as liquidated damages the sum of \$400.00 for each consecutive calendar day thereafter. See the General Conditions and Supplemental Conditions for the definition and requirements of substantial completion.

10. **No Damage for Delay:** No payment, compensation or adjustment of any kind shall be made to the contract price for damages incurred by the contractor because of hindrances or delays in the progress of the work from any cause that is not proximately caused by the Owner's action or failure to act. Whether such hindrances or delays are avoidable or unavoidable, the contractor agrees that he or she will make no claim for compensation, damages or mitigation of liquidated damages for any such delays. Examples of delays include (but are in no manner limited to) obtaining all necessary permission from any government agency or any private party, any act or failure to act by any other contractor, subcontractor and/or supplier, all foreseen and unforeseen events and any conditions or acts of God. It is understood and agreed that the contractor assumes all risks of delays in prosecuting or completing the work under the contract that are not proximately caused by the Owner's action or failure to act. The contractor will accept in full satisfaction for such delays, an extension of time, if any, agreed to by the Owner.

11. **Conditions of Work:** Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

12. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be posted on the Warren County's website at <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>, no later than three days prior to the date fixed for the opening of bids. Addenda **will not** be mailed, emailed, or faxed to potential bidders or individuals on the plan holders list. Failure of any bidder to monitor and download any such addendum or interpretations from the website shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

13. **Security for Faithful Performance:** Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a performance (surety) bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.

14. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. **Method of Award:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates, to the lowest and best bidder, as produces a net amount which is within the available funds.

17. **Obligation of Bidder:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

18. **Safety Standards and Accident Prevention:** With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the

Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.

- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
19. **Examination of Site:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
20. **Working Facilities:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
21. **Permits:** No permits are required for this construction.
22. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as", or "sole owner." The bidder shall further state in his proposal the name and address of each person or corporation interested therein.
23. **Right to Accept or Reject Proposals:** The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
24. **Non-Collusion Affidavit:** The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents (SECTION 00220). This affidavit shall be dated and executed as part of this bid.
25. **EEO Compliance:** Bidders please see SECTION 00340 for EEO Compliance Requirements and Affidavit.
26. **Wage Rates:** This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions

contained therein or as otherwise provided by this note. The Contractor and all Subcontractors shall comply with the Wage Rate Requirements contain in Section 00500.

27. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner of his designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his own organization, no subcontract, or transfer of contract, shall in any way release the Contractor of his liability under the contract and bonds.

28. **Required Insurance:** In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his own cost and expense purchase and maintaining in force until final acceptance of his work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, **but shall specifically refer to this Contract** and shall name the Board of Warren County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for its possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B – Comprehensive General Liability Insurance: In an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and \$500,000 for explosion underground and collapse, commonly known as “XCU.” The following endorsement documents provided by Warren County:

- a. CG 20 10 10 01 – additional insured endorsement (or equivalent)
- b. CG 20 37 10 01 – additional insured endorsement (or equivalent)
- c. CG 25 03 03 97 – designated location aggregate (or equivalent)

General Liability needs to be written on Primary/Non-contributory basis for the benefit of the additional insured.

Item C – Umbrella: In an amount not less than \$1,000,000 occurrence and \$1,000,000 aggregate. Umbrella needs to attach to General Liability, Employers Liability, Auto Liability. Umbrella needs to be written on follow-form primary.

Item D - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item E - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item F - (If Applicable) - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, F, and I shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item F (if applicable) shall be in an amount and form as each railroad or utility company may require.

Builders Risk Insurance: All Risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be the full value of construction.

29. **Maintenance of Property**: All work activities including storage and stockpiling of materials, is to be conducted within the Owner's property. Bracing, scaffolding, and rigging shall be located within the property unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and Owner prior to any work beginning on the affected property.

30. **Foreign Corporation and Contractors**: Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio: and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>Board of Warren County Commissioners 406 Justice Drive, Lebanon, OH 45036</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Board of Warren County Commissioners 406 Justice Drive Lebanon, OH 45036
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

31. **Subcontracts:** Contractor shall provide upon request of the Owner an explanation of all subcontractors intended to be used in performance of the work. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, the Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

32. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section 00320) and submit with your bid. This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.

33. **Description of Project:**

Work includes pavement overlay at the main gate entrance and driveway parallel to Broadway from Barn 4, south to Gate 3, the parking lot in front of and between Bldg. A and the Bldg. B/track kitchen, as well as the lot south of the track kitchen. The paving area is estimated to be 13,850 yards. The Engineer's opinion of probable construction cost is \$150,000.00.

34. **Scope of Work:** Provide all work as described in the Specifications and Drawings herein as necessary to provide for project completion.

35. **Required Forms:** Each Bidder shall complete and submit the following forms with his/her bid:

SECTION 00100 – Bid Proposal

SECTION 00120 - Exception Sheet

SECTION 00130 - Bidder Identification

SECTION 00220 - Non-Collusion Affidavit

SECTION 00260 - Bid Guaranty & contract Bond

SECTION 00300 - Experience Statement

SECTION 00320 - Affidavit of Non-Delinquency of Taxes

SECTION 00340 - Certificate of Compliance Non-Discrimination and Equal Employment Opportunity Affidavit

SECTION 00360 - Findings for Recovery Affidavit

36. **Subcontractors:** The successful Contractor may be required, at the request of the Owner, to submit a list of sub-contractors and/or suppliers for said project.

37. **Additional Obligations Upon Contact Award:** Upon award of the bid but prior to execution of the final agreement and notice to proceed, the Contractor shall submit all of the following documents, completed as required:

1) Contract

2) Performance Bond

3) Certificates of Insurance

38. Entire bid packet must be completed (except SECTION 00400 - Contract) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.

39. **Changes In Work:** Owner may find it necessary and desirable to make changes and/or alterations in the lines, plans, equipment, or materials from time to time, either before or after construction has begun.

The Owner shall notify the Contractor in writing about all changes in the work at any time, and it shall be completed according to the said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the cost thereof. The decision of the Owner regarding changes in work shall be final in all cases where no alteration in price is involved. Changes in work which involve any alteration in the amount to be paid to the Contractor shall not be commenced until approved in writing by the Owner.

If the Contractor claims that any written instructions from the Owner, by drawings or otherwise, involved extra cost or an extension of time, he/she shall so notify the Owner in writing within seven (7) days after receipt of such instructions and before proceeding to execute the work.

40. **Partial Payments to Contractor:** The Owner will make partial payments to the Contractor during construction on the basis of an estimate of the value of work performed during the preceding calendar month under this Contract. The partial payment shall be made in accordance with the applicable sections of the Ohio Revised Code. Owner will furnish an estimate of the quantities of work. Owner will determine the value of work performed and prepare the monthly partial estimate.

All materials and work covered by partial payments made shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of work upon which payments have been made or the restoration of any damaged work. The payment of monthly partial estimates does not waive the right of the Owner to require the fulfillment of all the terms of the Contract Documents.

41. **Owner's Right to Withhold Certain Amounts and Make Applicable Thereof:** The Contractor may be required by the Owner to furnish from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operation, have been fully paid or secured; and in case such evidence is not furnished as aforesaid, the Owner may in addition to the Portion of any estimate retained under the preceding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- a. Payments that may be past due or payable for just claims for labor or materials furnished in an about the performance of the work or for damages sustained under this Contract;
- b. For defective work not remedied as hereinbefore provided, and;
- c. For failure of the Contractor to make proper payments to his Subcontractors.

If the Contractor fails to carry on the work within the time set out in his Proposal, the Owner may retain from the moneys that are, or which may become due said Contractor, the Owner's estimated

daily cost of the completed work, for each and every calendar day the completion of the work be delayed beyond the time specified herein for such completion. The Contractor shall not be entitled to a bonus for early completion.

42. **The Right of Owner to Terminate Contract:** In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his/her Subcontractors, the Owner may serve written notice upon the Contractor and the Surety, of his intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing of such Surety or Notice of Termination, the Owner may take over the work and prosecute same to completion by contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such appliances and shop drawings as may be on the site of the work and necessary therefore.

43. **Other Contacts:** The Owner reserves the right to allow other work or to enter into other Contracts for work to be constructed or placed in or about the work herein described, and to order the starting and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor hereby waives any claims for damages or extra compensation by reason of any real or supposed interference with his work.

44. **Suspension of Work:** The Owner reserves the right to suspend the whole or any part of the work to be done hereunder if work is not proceeding in accordance with the Contract Documents, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension. Such suspension shall be in the form of a written "Stop Order" issued by the Owner.

45. **Retainer:** In accordance with ORC Section 153.12 partial payments to the Contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two per cent of the estimates prepared by the Contractor and approved by the Engineer. All labor performed after the job is fifty per cent completed shall be paid for at the rate of one hundred per cent of the estimates submitted by the Contractor and approved by the Engineer.

When the major portion of the project is substantially completed and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall be released and paid to the contractor, withholding only that amount necessary to assure completion.

46. **Final Inspection:** Owner shall make a final inspection upon completion of work; and if all the work required to be done under the Contract is found acceptable as required by the Contract

Documents, he shall prepare and provide the Contractor a written statement indicating completion of all the work under the Contract.

47. **Final Estimate:** The Owner will pay to the Contractor the total earned compensation as stated in the Final Estimate, less all prior payments. All prior estimates and payments, including those relating to "Changes in Work" or "Ext a Work" shall be subject to correction by this Final Estimate for payment of the work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of the Final Estimate. Final payment will not be released until a written waiver of liens is signed and submitted by all subcontractors and material suppliers.

48. The Engineer's Opinion of Probable Construction Cost is \$150,000.00.

49. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**

50. **Steel Products Made in the United States (OPWC Requirement)** Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

51. **Ohio Worker's Compensation Coverage (OPWC Requirement):** The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the OWNER. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the OWNER before the contract is executed.

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

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

52. **Drug-Free Workplace Program (OPWC Requirement):** In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

53. **Ohio Preference (OPWC Requirement):** In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

54. **Ohio Ethics Law (OPWC Requirement)**: CONTRACTOR agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION 00220 - NONCOLLUSION AFFIDAVIT

State of _____

BID Identification _____

CONTRACTOR _____, being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from Bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statement contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons who have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before
me this ___ day of _____, 2019.

Seal of Notary

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guaranty from each bidder. The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

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

(Insert full name or legal title of Contractor and Address)

as Principal and _____
(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

WARREN COUNTY FAIRGROUNDS PAVING PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee, In no case shall the penal sum exceed the amount of _____ DOLLARS, \$ _____. If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and within TEN days after the awarding of the contract, enters into a proper contract in accordance with

the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

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 plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman 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 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 or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this ____ day of _____ 2019.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

SECTION 00280 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY OHIO, BOARD OF COMMISSIONERS
406 Justice Drive
Lebanon, OH 45036

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____,
2019, a copy of which is hereto attached and made a part hereof for the construction of:

WARREN COUNTY FAIRGROUNDS PAVING PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice
to the Surety and during the guaranty period(s), and if he shall satisfy all claims and demands
incurred under such contract, and shall fully indemnify and save harmless the OWNER from all
costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay
the OWNER all outlay and expense which the OWNER may incur in making good any default,
then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that
no change, extension of time, alteration or addition of the terms of the contract or the WORK to be
performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2019.

ATTEST:

(Principal)

(SEAL)

By _____

ATTEST:

(SEAL)

(Surety)

IMPORTANT: Pursuant to Ohio Revised Code §122.87(A) defines surety company as, "... a company that is authorized by the department of insurance to issue bonds as a surety".

SECTION 00300 - EXPERIENCE STATEMENT

The Bidder is required to state in detail in the space provided below, what work he has done of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill and financial standing. Completion of this statement is required and must be submitted with the Bid in order to qualify for consideration for award of contract.

SUBMITTED FOR:

WARREN COUNTY FAIRGROUNDS PAVING PROJECT

SUBMITTED BY:

Name: _____

(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual)
[Bidder to strike out inapplicable terms.]

Address: _____

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach Separate Sheets as Required)

1.0 How many years has your organization been in business as a contractor?

2.0 How many years has your organization been in business under its present name?

3.0 Has any construction contracts to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name, address, phone number, and contact person of owner, architect or engineer, and surety, and name and date of project.

No _____ Yes _____, If yes, attach details described above.

10.0 List the states in which your organization is legally qualified to do business.

11.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:

11.1 A surety:

Name _____

Contact _____

Address _____

_____ Phone No. _____

Financial Reference _____

11.2 A bank:

Name _____

Contact _____

Address _____

_____ Phone No. _____

Financial Reference _____

11.3 A major material supplier:

Name _____

Contact _____

Address _____

Phone No. _____

Financial Reference _____

12.0 Dated at _____, this ___ day of _____, 2019.

(Print or Type Name of Bidder)

By: _____

(Seal, if corporation)

------(Affidavit for Individual)-----

_____, being duly sworn, deposes and says that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Partnership)-----

_____, being duly sworn, deposes and says that he/she is a member of the partnership of _____ and that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

_____, being duly sworn, deposes and says that he/she is _____ of _____, and that all of (Full name of Corporation)

the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Joint Venture)-----

_____ and _____, being duly sworn, deposes and says that they are members of _____ (Full Name of Joint Venture)

, and that all of the foregoing qualification information is true, complete, and accurate.

------(Acknowledgment)-----

_____, being duly sworn, deposes and says that he/she is
of _____;
(Name of Bidder)

affidavit and that he/she makes it on behalf of () himself/herself; () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 2019, in the County of _____
_____, State of _____.

(Notary Public)

My commission expires _____

(Seal)

END OF SECTION

Note to Fiscal Office: If any Real and/or Personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT

**SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY
AFFIDAVIT**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
WARREN COUNTY CONSTRUCTION PROJECTS**

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to projects that are funded with Federal and State monies)

All bidders on the project **shall** submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response? Yes No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the

contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

Yes No

PLEASE NOTE: *The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.*

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT (CONTRACTOR)

STATE OF _____)

COUNTY OF _____)

SS:

_____ being first duly sworn, deposes and

says that he _____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2019.

(seal)

Notary

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

- 1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,
- 2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,
- 3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

The CONTRACTOR agrees that if this representation is deemed to be false, the Contract shall be void ab initio as between the parties to this contract, and any funds paid by the State of Ohio through the Ohio Public Works Commission or any other state program shall be immediately repaid to the OWNER, or an action for recovery may be immediately commenced by the OWNER for recovery of said funds.

Affiant

Sworn to and subscribed in my presence this ___ day of _____, 2019.

Notary Public

My Commission expires: _____

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **ENTER CONTRACTOR NAME AND ADDRESS HERE**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

WARREN COUNTY FAIRGROUNDS PAVING PROJECT

hereinafter called the project, for the sum of **\$ENTER AMOUNT AND WRITE IT OUT HERE**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- ADDENDUMS
- VOLUME I
- SECTION 00040 - INVITATION TO BIDDERS
- SECTION 00100 – BID PROPOSAL
- SECTION 00120 - EXCEPTION SHEET
- SECTION 00130 - BIDDER IDENTIFICATION
- SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS
- SECTION 00220 - NONCOLLUSION AFFIDAVIT
- SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS
- SECTION 00260 - BID GUARANTY AND CONTRACT BOND
- SECTION 00280 - PERFORMANCE BOND
- SECTION 00300 - EXPERIENCE STATEMENT
- SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX
- SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
- SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT
- SECTION 00400 - CONTRACT
- SECTION 00500 - WAGE RATE DETERMINATION
- SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
- SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- A. Final completion, site restoration work complete, and Contract Closeout shall be by May 1st, 2019.

Contractor also agrees to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

Shannon Jones, President

ATTEST:

David G. Young

Name

Tom Grossmann

(Seal)
ATTEST:

ENTER CONTRACTOR HERE
(Contractor)

By: _____
Name

Title

Approved as to Form:

Assistant Prosecutor

SECTION 00500 - WAGE RATE DETERMINATION

PART 1 GENERAL

1.01 PREVAILING WAGES

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

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

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

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

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

**WARREN COUNTY FAIRGROUNDS
PAVING PROJECT**

TECHNICAL SPECIFICATIONS

The Warren County Board of Commissioners and Warren County Agricultural Society (WCAS) is requesting competitive bids from qualified paving companies for a paving project at the Warren County Fairgrounds, 665 North Broadway, Lebanon, OH 45036.

BACKGROUND

The Warren County Fairgrounds has been a vital part of this community and the county at large for more than 160 years. This paving project is part of the Grounds redevelopment, creating an inviting venue that meets the needs of the ever-changing and growing population here in Warren County.

SCOPE

This paving project incorporates approximately 13,850 square yards of paving overlay near the front entrance area of the Fairgrounds, as noted on the attached map. All paving is 1.5" mill and pave with #448 Type I PG64-22 with trackless tack. Patching of base may be required. Contractor is responsible for checking site conditions and determining patching needing before submitting bids.

Following are approximate measurements of the project area:

- main gate entrance and 24' wide driveway parallel to Broadway from Barn 4, south to Gate 3 = 5,100 square yards.
- parking lot in front and between Bldg. A and Bldg. B = 4,000 square yards
- parking lot south of Bldg. B/Track kitchen = 4,750 square yards

Contractor is responsible for field verifying measurements before submitting bids.

SCHEDULE

Paving must be completed by May 1, 2019 and may begin upon notice of award of contract as weather permits. Work must be scheduled in coordination with the WCAS office in order that notice may be given horsemen on site and in order that paving does not impede events scheduled in Bldg. A.

BID SUBMITTALS

Inquiries about the project can be made by contacting the Warren County Agricultural Society (WCAS) office: Rebecca Osborne, Fair Secretary and Facility Manager, Warren County Agricultural Society, via email at ROsborne@warrencountyfairohio.org or phone, 513.932.2636.

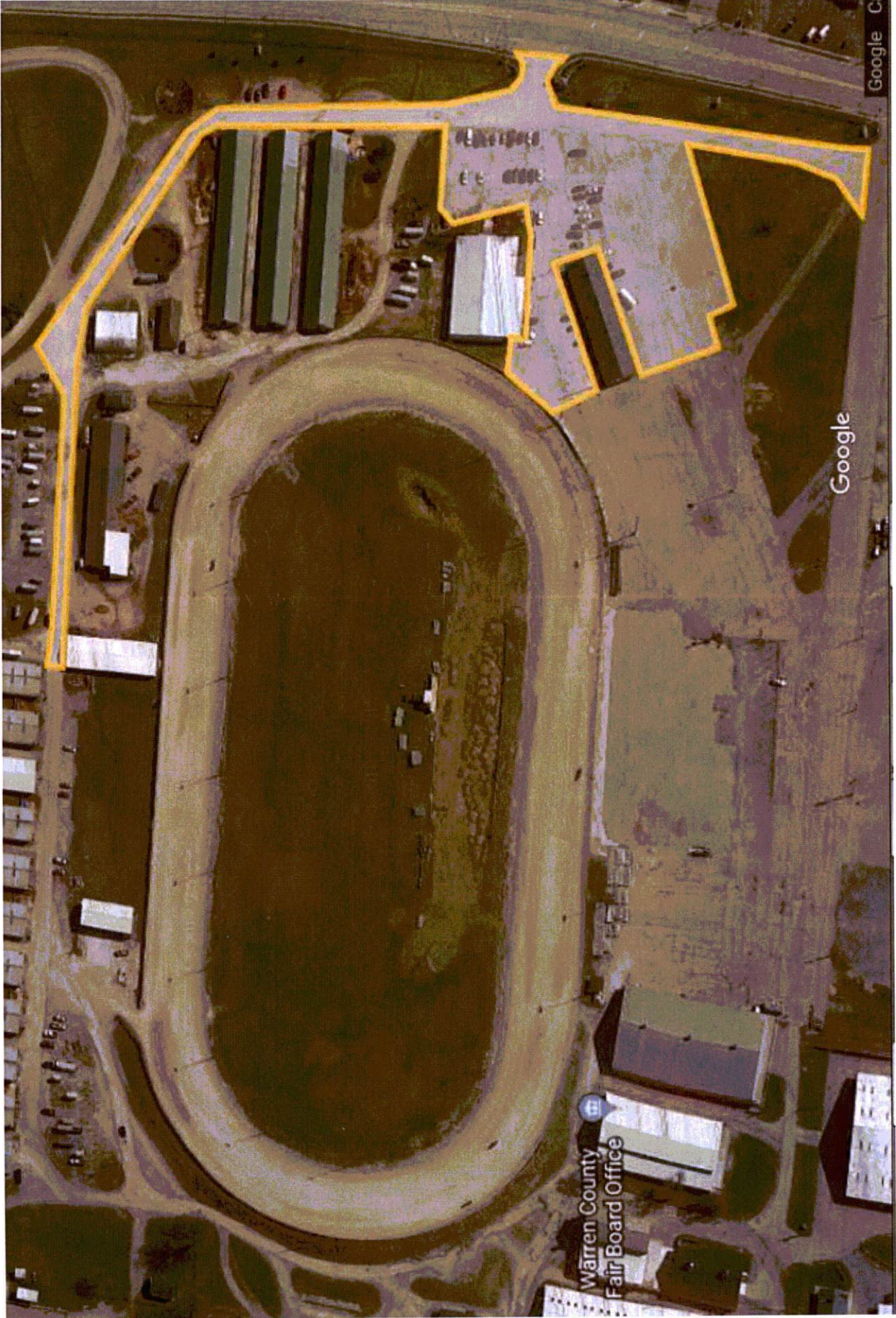
Proposal documents may also be obtained on the Warren County Government website:
<http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>.

Companies interested in being considered should submit their sealed bid by **9 am, Tuesday, February 12, 2018 to the Clerk of the County Commissioners**, Warren County, Ohio, 406 Justice Drive, Lebanon, OH 45036 and at said time, all bids will be opened and read aloud. All bid packets must be sealed and clearly marked on the outside **“Warren County Fairgrounds Paving Project.”**

Attention of bidders is called to all requirements contained in the bid packet, specifically the schedule for completion.

No bidder may withdraw their bid within 60 days after the actual date of bid opening.

The County and WCAS reserve the right to reject any and/or all bids submitted, to waive any irregularities in bids and enter into a contract with the Bidder, who, in the county's consideration, offered the lowest and best bid.





BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until February 12, 2019 @ 9:00 a.m., at the Office of the Warren County Commissioners, and then at said time bids will be opened and read aloud for the Warren County Fairgrounds Paving Project.

Bid documents and specifications are available online at the Warren County's Website at <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Rebecca Osborne at the Warren County Agricultural Society (WCAS) office, (513) 932-2636, or via email at ROsborne@warrencountyfairhio.org. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

The project description: Pavement overlay at the main gate entrance and driveway parallel to Broadway from Barn 4, south to Gate 3, the parking lot in front of and between Bldg. A and the Bldg. B/track kitchen, as well as the lot south of the track kitchen. The paving area is estimated to be 13,850 yards. The Engineer's opinion of probable construction cost is \$150,000.00.

This notice is posted on the Warren County Government Web Site. The Warren County Government Web Site can be accessed by logging onto the internet and typing in the following address <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. To access bid project information, under the "Your Government" heading click on the "Board of Commissioners" tab, then click on the "Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Commissioners Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

Please be aware that if you are downloading this document to bid this project, addendums to the scope may be issued prior to the bid date. In order to stay updated on any change, please email Kiana Hawk at in the Commissioners Office at kiana.hawk@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk