

BID GUARANTY - PERFORMANCE/PAYMENT BOND

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

(Full name or legal title of Contractor and address) as Principal and

(Full name or legal title of Surety)

are hereby held and firmly bound unto _____
(Full name or legal title of Owner)

hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____ to undertake the project known as

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. 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 the alternatives 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 Oblige 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 Oblige the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Oblige the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, 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 Oblige accepts the bid of the Principal and the Principal within ten (10) 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;

If the said Principal shall well and faithfully perform each and very condition of such contract; and indemnify the Oblige 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 the benefit of any materialmen 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 the said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

Signed and Sealed this _____ day of _____, 20_____.

Principal

By: _____

Title: _____

Surety

By: _____
Attorney-In-Fact

Surety Company Address:

Surety Agent's Name and Address:

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

BID IDENTIFICATION _____

CONTRACTOR _____,

Being first duly sworn, deposes and says that he is _____

_____ (sole owner, a partner, president, secretary, etc.) of

(Name of Company)

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 or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone 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 statements 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 as have a partnership or other financial interest with said BIDDER in his general business.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public

Seal:

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we,

(Firm Name)

(Address)

(City, State and Zip Code)

as principal, shall indemnify and save harmless Ottawa County, Ohio, their agents and employees, from all suits and actions of every name and description brought against the Owner for or on account of any injury or damage to persons or property arising from or growing out of the construction of the work in said agreement, specified to be done, or the doing of any work therein described.

Witness our signature(s) for the above agreement this _____ day of _____, 20__.

PRINCIPAL _____

BY _____

TITLE _____

SIGNED IN PRESENCE OF:

ATTEST: _____

EXHIBIT ORC

Affidavit in Compliance with Sections 9.24 and 5719.042 of the Ohio Revised Code

STATE OF OHIO

SS:

COUNTY OF _____

Personally appeared before me the undersigned who, being duly cautioned and sworn, makes the following statements:

The Vendor affirmatively represents and warrants to Ottawa County that it is not subject to an unresolved finding for recovery under O.R.C. 9.24 (a finding for recovery issued by The Auditor of State).¹

Vendor was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Ottawa County.²

Vendor

by: _____
Signature

Typed/Printed Name and Title

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

Notary Public

¹ For contracts estimated to exceed \$25,000.00 or if the aggregate of multiple contracts between Ottawa County and Vendor exceed \$50,000.00 within a year.

² This representation applies to any contract let by competitive bid (O.R.C. 5719.042).

INSURANCE GUIDELINES

The Contractor shall, at his expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 1 through 4 inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio. The Contractor shall not commence Work nor shall he permit any of his sub-contractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment pursuant to the provisions of the Pre-Final and final estimates and payments section. Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after the receipt by the Contractor and the Owner of written notice of such proposed action from the Insurer.

The insurance specified in Subparagraphs 1, 2, 3 and 4 shall be written under the comprehensive general form of liability insurance contracts. The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.

In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract documents.

If the Contractor is required to repair or perform Work after the completion of the Work involved under this Contract, he shall either reinstate the insurance policies submitted for this Contract or obtain new policies in accordance with the requirements in this section.

1. **Builders Risk:** In addition to such fire and other physical damage insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, Sub-contractors, the Ottawa County Official and any other parties having an interest in the Project, as named insureds as their interests may appear; a builders' risk policy for fire, lightning, extended coverage hazards, vandalism, theft, and malicious mischief in the amount of one hundred percent (100%) of the value of the completed Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.

2. **Workers' Compensation:** The Contractor shall provide Workers' Compensation Insurance for all employees engaged in Work who may come within the protection of the Workers' Compensation law, and, where applicable, employer's General Liability Insurance for employees not so protected and shall require all Sub-contractors to provide corresponding insurance.

The Contractor shall indemnify the Owner and the Ottawa County Official against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the Workers' Compensation law.

3. **Contractor's Public Liability and Property Damage Liability insurance:** Contractor's Public Liability Insurance providing a limit of not less than \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor's Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of damages to or destruction of property.

4. Contractor's Protective Public Liability and Property Damage Liability Insurance: Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by Sub-contractors providing for coverage and limits corresponding to those described in Subparagraph 4.

NOTE: On projects having a bid over \$100,000.00 the insurance amounts for Item 3 above shall be \$3,000,000.00.

INDEMNITY OF THE OWNER BY THE CONTRACTOR

The Contractor agrees to indemnify the Owner and their respective officers, officials, employees and agents from any loss, damage or expense which any of them may suffer or incur as a result of the bodily injury, sickness, disease or death of any person, or the damage (including loss of use) of any property, arising from any negligent act or omission of the Contractor or any Sub-contractor or anyone employed by either of them.

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April 23, 1998

IN THE MATTER OF
SETTING SPECIFICATIONS FOR
INSURANCE REQUIREMENTS OF
CONTRACTORS BIDDING ON COUNTY PROJECTS

It was moved by Mr. Koebel and seconded by Mr. Redfern that the Board of Ottawa County Commissioners set and authorize the following specifications for insurance requirements of contractors bidding on county projects: The County will require all construction bidding contractors to have \$1,000,000 liability coverage on any project under \$100,000 and any project greater than \$100,000 will be required to have \$3,000,000 liability insurance coverage.

Vote on motion: Mr. Redfern, yes; Mr. Arndt, yes; Mr. Koebel, yes.

cc Robert Steinmiller
Mark Mulligan
Kelly Frey
Jim Adkins

CERTIFIED COPY OF CORPORATE RESOLUTION

(Name of Company)

I hereby certify that I am the duly elected and acting Secretary of

_____, a

corporation duly organized and existing under the laws of the State of

_____ ; that on the _____ day of _____, 20 , the

board of directors of said Corporation authorized and approved a certain bid to

_____ (insert name of Owner) for the construction of certain
improvements for:

_____ by said Corporation and any Contract resulting there from and empowered the

_____ (insert title of officer) of said Corporation to execute

said bid and Contract for and in behalf of said Corporation; that said authority is not contrary to any

provision in the articles of incorporation or code of regulations or code of bylaws of said

Corporation; that said authority has not been rescinded or modified; and that

_____ is the duly elected and acting

_____ (insert title of officer) of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on

_____, 20 .

_____ (Secretary) (Fill in prior to bidding)

CONTRACT

ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, in the year 20____, by and between _____ hereinafter called the "Contractor" and the Board of Ottawa County Commissioners hereinafter called the "Owner".

WITNESSETH: that the Contractor and the owner for the considerations stated herein mutually agree as follows:

Total amount of contract award _____

That the said Contractor has agreed, and by these presents does agree with the Owner, for the consideration mentioned in the bid and under the penalty expressed in a bond bearing even date with these presents and herein contained or hereto annexed, to furnish at the proper cost and expense to the Contractor, all necessary materials and labor of every description, and to carry out and complete in a workmanlike manner, ready for continuous operation

(list project name)

in accordance with the following listed documents, all of which are as fully a part of this Contract as if herein set forth verbatim, or if not attached, as if attached, and on file in the office of the Board of County Commissioners subject to such changes as may be necessary to conform with the intent of this Contract.

- * Advertisement for Bids
- * Instructions to Bidders
- * General Conditions
- * Specifications
- * Bid
- * Bid Guaranty - Performance/Payment Bond

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the Commissioners, on behalf of Ottawa County, and the Contractor, have executed this Contract as of the date first hereinbefore written.

CONTRACTOR:

OWNER:

Signature

Signature

Typed/printed name

Typed/printed name

Title

Title

Date

Date

Approved as to form – James VanEerten
Prosecuting Attorney

6/04

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: _____

The Owner has considered the BID submitted by you on _____, 200__
(Bid Date) for the above described WORK in response to its Advertisement for Bids, and
Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount
of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the
required Contractor's Performance Bond, if applicable, and Certificates of Insurance within ten
(10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond within ten (10) days from the date
of this Notice, said OWNER will be entitled to consider all your rights arising out of the
OWNER'S acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject
to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be
entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the
OWNER.

Dated this _____ day of _____, 20_____.

Ottawa County Commissioners
(OWNER)

By: _____

Title: President of Board

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____
(CONTRACTOR)

this the _____ day of _____, 20_____.

By: _____

Name & Title: _____

NOTICE TO PROCEED

To: _____

Date: _____

Project Description: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__ on or before _____, 20__ and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20__.

Ottawa County Commissioners,
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

by _____

on this _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

**OHIO REVISED CODE 1311.252
NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT**

Notice is hereby given to all interested parties of the following information in relation to the public improvement described herein:

_____ (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ottawa County Board of Commissioners, 315 Madison Street, Port Clinton, OH 43452-1993. (The "Public Authority").
2. The Public Authority will be commencing a public improvement identified as follows:
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:
4. The following lists the names and address of the sureties for all of those principal contractors:

Surety:

Agent:
5. For the purpose of serving an affidavit pursuant to Revised Code 1311.26, service may be made upon the following representative of the Public Authority.

_____, President,
Board of Ottawa County Commissioners
315 Madison Street, Room 103, Port Clinton, OH 43452-1993

President, Board of County Commissioners

SWORN TO before me and subscribed in my presence this ^{***}th day of *********, 20____.

Notary Public

My Commission Expires:_____

NOTICE TO SURETY (RC § 9.32)

Notice is hereby given to _____
(name and address of surety on contractor's bond)

surety, and _____
(name and address of agent for surety)

agent for surety, that on _____ 2016, the County of Ottawa,

Port Clinton, Ohio awarded a contract for the
_____ Project

to _____
(name and address of contractor)

on whose bond for said contract the names of the aforementioned surety and
agent appear.

Ottawa County Commissioners

By: _____
President of the Board

Date