

OFFICE OF THE COUNTY COMMISSIONERS

WILLIAMS COUNTY, OHIO

PROJECT MANUAL

2018 ASPHALT EMULSION PRODUCTS

PROJECT #01-2018

COMMISSIONERS:

Brian A. Davis

Lewis D. Hilkert

Terry N. Rummel

ENGINEER:

Todd J. Roth, P.E., P.S.

Date of Letting: January 25, 2018

At: 9:30 A. M.

Engineer's Estimate: \$ No Estimate – Proposed Purchase Based On Estimated Needs



SUPPLIERS 'S NAME AND ADDRESS:

Submitted by: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____ Fax _____

Email: _____

2018 ASPHALT EMULSION PRODUCTS

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END OF ITEM

LEGAL NOTICE**PROJECT #01-2018 COUNTY OF WILLIAMS
SEALED BIDS FOR 2018 ASPHALT EMULSION PRODUCTS**

The Board of Williams County Commissioners will receive sealed bids in their office, One Courthouse Square, 4th Floor, Bryan, Ohio until 9:30 A.M. Local Time on Thursday, January 25, 2018 for Asphalt Emulsion Products for use by the Williams County, Ohio, Highway Department.

Complete sets of bidding documents will be available for examination, Monday through Friday from 8:30 a. m. to 4:30 p. m. at the above named office. Copies may be obtained by request from the Williams County Engineer, 12953 County Road G, Bryan, Ohio 43506, 419-636-2454 or on the engineer's web <http://www.wmscoengineer.com/bidprojects.asp> at no charge.

Bids must be submitted on the forms found in the Bidding Document; must contain the names of every person or company interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The Owner intends that the materials in this bid will be for use throughout the 2018 construction season.

The supplier involved with the project will, to the extent practicable use Ohio products, materials, services, and labor.

Each Bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashier's check or a letter of credit, in conformity with the requirements of ORC 153.54. If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashiers check, or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid.

Bid notice may be viewed on the Williams County Web Site at www.co.williams.oh.us under the heading COMMISSIONERS, LEGAL NOTICES.

Any bid may be withdrawn prior to the schedule closing time for the receipt of bids, but no bidder shall withdraw his bid within 30 days after the actual opening thereof. The County reserves the right to reject any or all bids, waive irregularities in any bid, and to accept any bid which is deemed most favorable to the County.

WILLIAMS COUNTY COMMISSIONERS
By – Anne Retcher, Clerk

Publish: 1/10/18 (or sooner if possible)

ITEM 00100

Instruction To Bidders

1. Defined Terms

Terms used in these Instructions to Bidders are defined in the 100 General Provisions, State of Ohio, Department of Transportation, Construction and Materials Specifications, 2016 (2016 CMS).

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 **BIDDER**-one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a bidder.

1.2 **ISSUING OFFICE**-the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 **SUCCESSFUL BIDDER**-the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes and award.

2. Copies of Bidding Documents

2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.2 **Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.**

3. Qualifications of Bidders

3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening, upon Owner's request, detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below (or in the Supplementary Instructions).

4. Examination of Contract Documents and Site

4.1 **It is the responsibility of each Bidder before submitting a Bid:**

4.2 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data");

4.3 **To visit the site** to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Products;

4.4 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Products;

4.5 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.6 **To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which Bidder has discovered in or between the Contract Documents and such other related documents.**

5. Interpretations and Addenda

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

5.3 Addenda, if issued, will be mailed at least three days prior to bid date to each bidder recorded by the Engineer as having received, be available for inspection as listed in "Invitation to Bid".

ITEM 00100

Instruction To Bidders

6. Bid Security

6.1 Each Bid shall be accompanied by a Bid Guarantee, in the form of a bid bond, a certified check, a cashiers check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.571 (B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashiers check or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid.

6.2 The Bid security of Successful bidder will be retained until such Bidder has executed the agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Buy Ohio

All contractors and subcontractors involved with the project shall, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of this project.

8. Bid Form

8.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).

8.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter.

8.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

8.5 All names must be typed or printed in black below the signature.

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8.7 The address and telephone number for communications regarding the Bid must be shown.

8.8 Evidence of authority to conduct business as an Out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above.

or

8.9 Bidders may submit a Bid for any of the separate sections described in the Contract Documents or any combination of sections as provided for in the Bid Form.

and

8.10 Bids must be priced on a unit price basis for the contract as provided for in the Bid form.

9. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

ITEM 00100

Instruction To Bidders

10. Modification and Withdrawal of Bids

10.1 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.

10.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bids and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

11. Opening of Bids

Bids will be **opened publicly** and (unless obviously non-responsive) at the place where Bids are to be submitted. An abstract of the amounts of the base bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

12. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

13. Award of Contract

13.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by

Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Discrepancies between words and figures will be resolved in favor of the words.

13.1.1 **Disqualification of Bidders.** Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his proposal or proposals:

(a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name.

(b) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the Owner until any such participant shall have been reinstated as a qualified Bidder.

13.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

13.3 If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

13.4 An award will NOT be made to a supplier who is listed on the Ohio Department of Commerce list of Debarred Contractors.

14. Pre-bid Conference

Owner reserves the right to call a prebid conference.

15. Contract Security

No contract security (Performance Bond) will be required for supply of the materials in this bid.

ITEM 00100

Instruction To Bidders

16. Sales and Use Taxes

This project is exempt from sales tax.

17. Campaign Contribution Compliance

The successful bidder will be required to complete documentation certifying Compliance with Sections 3517.13 of the Ohio Revised Code.

19. Bid and Contract Document Signatures

In the event that the bidder is a corporation the Bidding Documents shall also include a corporate resolution providing authorization for those signing the Bid Documents any Subsequent Contracts.

20. Bidding Documents To Include

All Submitted Bidding Documents should include:

- **Bid Form**
- **Bid Bond / Bid Surety**
- **Substitution List If Bidding An Unsolicited Alternate**
- **If A Corporation, Evidence Authorizing Signatory to Enter Into Contracts**
- **Affidavits: Item 00400, Item 00405**
- **Certificates: Item 01030, Item 01031**
- **Certificate of Insurance**
- **Certificate of Workman's Compensation Coverage**

21. Safety

Section 107.01 of the Specifications requires, among other things, compliance with Chapter 4121:1-3 of the Ohio Administrative Code entitled "Specific Safety Requirements of the Industrial Commission of Ohio relating to Construction," effective November 1, 1979, and with the "Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926."

END OF ITEM

ITEM 00200

Asphalt Emulsions

PART 1 GENERAL

1.01 Work Included, but not limited to:

- A. Furnish various grades of asphalt emulsions listed on the bid form to various locations in Williams County as designated by the Williams County Engineer.
- B. Provide a tanker for temporary storage of asphalt emulsions for various grades of asphalt emulsions in paragraph A. listed above.
- C. Provide various grades of asphalt emulsions to Townships and Municipal Governments in Williams County from various locations as designated in A above.
- D. Invoice participating Governmental Units directly for product at bid prices.
- E. Pricing shall be firm beginning on the Notice of Award Date and ending 12/31/18.

1.02 Quality Assurance

- A. The **Bidder** shall have a minimum of five (5) years of experience in furnishing the materials listed for this project.
- B. Areas available for storage of material and equipment shall be as designated by the Engineer.
- C. The materials delivered to Williams County shall not be delivered in tankers that have been used for other grades or mixes of asphalt emulsion that would affect the performance of the product delivered, or the equipment used to apply the asphalt emulsions by the Engineer. If it becomes apparent that the tankers used for delivery of asphalt emulsion products are contaminated with dissimilar materials and/or products, the Engineer will notify the supplier of said condition. The bidder will replace the contaminated material with new material at no cost to the Engineer. The Engineer shall document the cost incurred by Williams County as a result of the contaminated asphalt emulsion, and this amount will be deducted from the payment due to the bidder.

PART 2 PRODUCTS

2.01 Delivery, Handling, and Storage

- A. Unless otherwise specified in the individual Items, the **Contractor** shall deliver, handle, and store materials and equipment in accordance with the written requirements of the manufacturer.
- B. All products provided shall conform to ODOT 702, Ohio Department of Transportation, Construction and Material Specifications, 2016, CMS 2016. , except as modified in the contract specifications, plans, or project manual. In matters concerning conflicts between the referenced CMS 2016 and Project Specifications, the Project Specifications, Plans, or Project Manual shall govern.

PART 3 PURCHASE CONTRACT

2.01 Possible Multiple Vendors

- A. **Engineer** will purchase products from the various suppliers' based on price and other good and valuable considerations on a unit price basis. **Listed products may be purchased from various vendors and more than one purchase contract may be awarded.**

END OF ITEM

ITEM 00300
Bid Form

PROJECT IDENTIFICATION: **Williams County Engineer**
 2018 Asphalt Emulsion Products
 Project #01-2018

THIS BID IS SUBMITTED TO: **Williams County Commissioners**
 Fourth Floor Courthouse
 Bryan, OH 43506

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all materials as specified or indicated in the Contract Documents for the Bid Price and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number)

 ADDENDA NO(s). _____, _____, _____, _____, _____, _____, _____, _____, _____

 - b. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4.
 - a. BIDDER will furnish the materials in accordance with the Contract Documents for the following unit price(s):

5. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of _____

 - b. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.

 - c. Required BIDDER's Qualification Statement with supporting data.

 - d. If BIDDER is a corporation, corporate resolution authorizing submission of bid.

7. Communications concerning this Bid shall be addressed to:
The address of BIDDER indicated below.
The following address: _____

ITEM 00300
Bid Form

SUBMITTED on _____, 2018.

If BIDDER is:

An Individual

By _____ (SEAL)
(Type or Print Individual's Name)

doing business as _____

Business Address (City, State, Zip Code)

Telephone No. Signature

A Partnership

By _____ (SEAL)
(Firm Name)

(Type or Print Name Clearly of General Partner)

Business Address (City, State, Zip Code)

Telephone No. Signature

ITEM 00300
Bid Form

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Type or Print Clearly Name of Person Authorized to Sign) (Title)

Attest _____
(Secretary)

Business Address (City, State, Zip Code)

Telephone No. Signature

Date of Qualification to do business is _____

Joint Venture

By _____ (SEAL)
(Name) (Title)

By _____ (SEAL)
(Name) (Title)

Business Address (City, State, Zip Code)

Telephone No. Signature

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above. Corporations must provide evidence of signatory authority to sign contract documents).

BID FORM FOLLOWS

OFFICIAL BID FORM - OPENED JANUARY 25, 2018 - 9:30 A.M.

Project #01-2018
 Williams County Engineer
 2018 Asphalt Emulsion Products
 Williams County, Ohio
 Item 00300

Williams County Engineer's Office
 12953 County Road G
 Bryan, Ohio 43506
 419-636-2454
 Fax 419-636-8687

Todd J. Roth, P.E.,P.S.
 email: troth@wmscoengineer.com

Item 00300

Bid Item	Name	Unit		Bid Unit Price
1	Emulsified Asphalt Binder MWS-90	Gallon	1.0	
2	Emulsified Asphalt Binder RS-2	Gallon	1.0	
3	Emulsified Asphalt Binder RS-2P	Gallon	1.0	
4	Emulsified Asphalt Fog Sealer SS-1H	Gallon	1.0	
5	Emulsified Asphalt Binder HFRS-2	Gallon	1.0	
6	Emulsified Asphalt Binder CRS-TR	Gallon	1.0	

Williams County will pay for the actual amount of materials delivered to Williams County at the bid price listed above. Some estimated quantities are available for this contract. Bid/Contract unit prices will remain firm from Notice of Award to 12/31/18.

Submitted By:

BIDDER

SIGNATURE

DATE

END OF ITEM

ESTIMATED PRODUCT PURCHASE

Project #01-2018
 Williams County Engineer
 2018 Asphalt Emulsion Products
 Williams County, Ohio

Williams County Engineer's Office
 12953 County Road G
 Bryan, Ohio 43506
 419-636-2454
 Fax 419-636-8687

Todd J. Roth, P.E., P.S.
 email: troth@wmscoengineer.com

1/3/18	PRE BID - ENGINEER'S PROBABLE PURCHASE	ITEM 00301		
Bid Item	Name	Unit		Estimated Units
1	Emulsified Asphalt Binder MWS-90	Gallon	1.0	175,000
OR				
2	Emulsified Asphalt Binder RS-2	Gallon	1.0	175,000
OR				
3	Emulsified Asphalt Binder RS-2P	Gallon	1.0	175,000
4	Emulsified Asphalt Fog Sealer SS-1H	Gallon	1.0	No Estimate
5	Emulsified Asphalt Binder HFRS-2	Gallon	1.0	No Estimate
6	Emulsified Asphalt Binder CRS-TR	Gallon	1.0	No Estimate
ESTIMATED PURCHASE FOR 2018 - 175,000 GALLONS			EST \$/GALLON	2018 EST. COST
3	Emulsified Asphalt Binder RS-2P	Gallon	\$1.8500	\$323,750.00

No Planned Purchase of Items 4, 5, or 6

PROVIDING THE REVENUE STREAM REMAINS STABLE AND THE 2018 ROADWAY PROGRAM IS ABLE TO MOVE FORWARD AS PLANNED (20 TO 25 MILES OF CHIP SEAL), WILLIAMS COUNTY ESTIMATES THAT THE ABOVE LISTED QUANTITIES FOR THOSE ASPHALT EMULSION PRODUCTS LISTED MAY BE PURCHASED UNDER THE TERMS OF THIS CONTRACT. HOWEVER, THE QUANTITIES ARE ESTIMATED AND SUBJECT TO CHANGE.

 TODD J. ROTH, P.E., P.S., WILLIAMS COUNTY ENGINEER

END OF ITEM

Bid Bond O.R.C. § 153.571

KNOW ALL PERSONS BY THESE PRESENTS,

that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the Williams County Commissioners as 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 2018 ASPHALT EMULSION PRODUCTS. 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 bids 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 the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, 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.

Signed this ____ day of _____, 2018 THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for:

2018 ASPHALT EMULSION PRODUCTS

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 per cent 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 pays to the obligee the difference not to exceed ten per cent 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 the principal 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

ITEM 00310
Bid Bond

said contract is made a part of this bond the same as though set forth herein;

Now also, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier 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 or specifications therefore shall in any wise affect the obligations of said surety on its bond.

IN WITNESS WHEREOF, the parties have affixed their signatures on the date set forth below to be effective on the date first written above.

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

END OF ITEM

**Bid Guaranty O.R.C. § 153.54(A)(2) –
When the Bidder Submits a Certified Check,
Cashier’s Check, or Letter of Credit in the
Amount of 10% of the Bid Price**

In the event the Bidder elects to submit a cashier’s check, certified check, or letter of credit as bid guaranty the Bidder should complete and sign this obligation.

KNOW ALL PERSONS BY THESE PRESENTS,

that we, the undersigned bidder, _____ as principal, are hereby held and firmly bound unto The Williams County Commissioners as obligee in the conditions as described herein. 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.

Signed this ____ day of _____, 2018 THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for:

2018 ASPHALT EMULSION PRODUCTS

Now, therefore, provided bid guaranty is in the form of a certified check, cashier’s check, or letter of credit is hereby conditioned that if the bid is accepted, the principal, after the awarding or the recommendation for the award of the contract, whichever the obligee designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. If for any reason, other than as authorized by section 9.31 of the Revised Code or division (G) of section 153.54 of the Revised Code, the principal fails to enter into the contract, and the obligee awards the contract to the next lowest bidder, the principal is liable to the obligee for the difference between the principal’s bid and that of the next lowest bidder, or for a penal sum not to exceed

ITEM 00310.1
Bid Guaranty

ten per cent of the amount of the bid, whichever is less. If the obligee does not award the contract to the next lowest bidder but resubmits the project for bidding, the principal is liable to the obligee for a penal sum not to exceed ten per cent of the amount of 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.

Now, therefore, if the obligee accepts the bid of the principal and the principal 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 guaranty the same as though set forth herein, then this obligation shall be void; otherwise the same shall remain in full force and effect.

IN WITNESS WHEREOF, the principal has affixed his signature on the date set forth below to be effective on the date first written above.

By: _____

Its: _____

Date: _____

END OF ITEM

ITEM 00400

Non-Collusion Affidavit

The Owner reserves the right to require the successful bidder to submit such an affidavit, dated, executed, and included in the bid, as a condition precedent to its award of the Contract.

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____)

SS

COUNTY OF _____)

_____ being duly sworn, deposes and says that _____ is

_____ of _____
(Sole Owner\Partner\President\Sec'y\Other) (Name of Bidder)

who on _____, 2018 submitted to Williams County Commissioners
(Date Bid Submitted)

a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was 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, by agreement, communication or conference with anyone attempting to induce action prejudicial to the interests of the Owner who is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the opening and reading of bids, said bidder,

- A. did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- B. did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- C. did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price or that of anyone else;
- D. did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his business; and
- E. did not include in his bid price any fees, dues, changes, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation,

ITEM 00400
Non-Collusion Affidavit

partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____.

Title: _____.

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

END OF ITEM

ITEM 00405
Affidavit of Contractor As To Delinquent Personal Property Taxes
(ORC 5719.042)

TO: Williams County

The undersigned Contractor, being first duly sworn, having bid on a contract for **2018 Asphalt Emulsion Products for Williams County Commissioners/Engineer**, and having submitted a bid for the contract, hereby certifies:

(Mark One)

_____ that at the time the bid was submitted, the undersigned Contractor was not charged with any delinquent personal property tax on the general tax list of personal property of Williams County.

_____ that at the time the bid was submitted, the undersigned Contractor was charged with delinquent personal property taxes on the general tax list of personal property of Williams County and that the amount of such due and unpaid delinquent taxes, including any due and unpaid penalties and interest

thereon, was \$_____.

In consideration of the award of the above contract, this sworn statement is incorporated in said contract as a covenant of the undersigned.

By: _____
(Signature)

(Type or Print Name and Title)

STATE OF OHIO
COUNTY OF _____, SS:

Sworn to before and subscribed in my presence this _____ day of _____ 2018

Notary Public

My Commission Expires:

INSTRUCTIONS

This Affidavit is to be executed and submitted to the County Commissioners with the bid documents. A copy of this Affidavit shall be incorporated into the contract.

FOR THE COUNTY TREASURER:

If this Affidavit indicates that taxes are due, a copy of this statement must be submitted to the County Treasurer within thirty (30) days.

END OF ITEM

ITEM 00410
Notice of Award

TO: _____

DATED: _____

ADDRESS: _____

CONTRACT FOR 2018 ASPHALT EMULSION PRODUCTS

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for various paving products for Williams County Engineer. (Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is \$ _____

Within ten days after you returned this signed Agreement, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

Williams County Commissioners

(OWNER)

(CONTRACTOR)

Lewis Hilkert

(AUTHORIZED SIGNATURE)

Brian Davis

(TITLE)

Terry Rummel

END OF ITEM

ITEM 00505
Auditor's Certification

This Affidavit is to be executed and submitted to the Auditor after the award and prior to the time of executing the contract. A copy of this Affidavit shall be incorporated into the contract.

I, Julie A. Beagle, Auditor, Williams County, hereby certify that the amount of money required to meet the Williams County Commissioners obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Julie A. Beagle, Auditor

Dated: _____, _____ 2018

2018 Asphalt Emulsion Products

END OF ITEM

ITEM 00506
CERTIFICATE OF OWNER'S ATTORNEY

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Katherine J. Zartman, the duly authorized and acting legal representative of Williams County Commissioners do hereby approve this document as to form.

Katherine J. Zartman
Williams County Prosecutor

Date

2018 Asphalt Emulsion Products

END OF ITEM

**ITEM 01030
ORC 3517.13
COMPLIANCE CERTIFICATION**

The Owner reserves the right to require the bidder to submit such an affidavit, dated and executed at the opening of the bids, as a condition precedent to its award of the Contract.

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____)

SS

COUNTY OF _____)

_____ being duly sworn, deposes and says that _____ is

_____ of _____
(Sole Owner\Partner\President\Sec'y\Other) (Name of Bidder)

who on _____, _____ submitted to _____
(Date Bid Submitted) (Owner)

a bid as set forth in the attached copy; I certify that pursuant to the provisions of Ohio House Bill 694 as passed by the 126th General Assembly, that none of the following have **collectively** made since January 1, 2007 and that, if you or your company are awarded a public contract for the purchase of services costing more than \$500, none of the following **collectively** will make beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, one or more contributions totaling in excess of \$2000 to any individual elected official who participates in decision making for the Owner or the campaign committee for any such individual:

- i. Myself
- ii. Any partner or shareholder of my company
- iii. My spouse or the spouse of any partner or shareholder of my company
- iv. Any child seven years of age through seventeen years of age of myself, my spouse or any partner or shareholder of my company
- v. Any political action committee affiliated with your company?

I further certify that none of the following has individually made within the previous two calendar years and that, if you or your company are awarded a public contract for the purchase of services costing more than \$500, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, as an individual, one or more contributions totaling in excess of \$1,000

ITEM 01030
ORC 3517.13
COMPLIANCE CERTIFICATION

within the two previous calendar years to any individual elected official who participates in decision making for the Owner or the campaign committee for any such individual:

- i. Myself
- ii. Any partner or shareholder of my company
- iii. My spouse or a spouse of any partner or of any shareholder of my company
- iv. Any child seven years of age through seventeen years of age of myself, my spouse, any partner or any shareholder of my company (only applicable to contributions made on or after January 1, 2007)?

Signed: _____.

Title: _____.

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

END OF ITEM