

**BID DOCUMENT**

**2020 PRECAST REINFORCED CONCRETE  
BOX CULVERTS**

HIGHLAND COUNTY BOARD OF COMMISSIONERS  
HIGHLAND COUNTY, OHIO  
119 GOVERNOR FORAKER PLACE  
HILLSBORO, OH 45133  
(937) 393-1911

HIGHLAND COUNTY ENGINEER  
PO BOX 297  
138 BOWERS AVE.  
HILLSBORO, OH 45133  
(937) 393-3496

**BID OPENING**

**9:15 AM, JANUARY 29<sup>TH</sup>, 2020**

## ADVERTISEMENT FOR BIDS

Highland County, State of Ohio, through its Board of County Commissioners, will receive bids for 2020 Precast Reinforced Concrete Box Culverts as per specifications, until 9:15 A.M., January 29<sup>th</sup>, 2020 at the office of the Highland County Board of Commissioners, 119 Governor Foraker Place, Suite 211, Hillsboro, Ohio 45133 at which time bids will be publicly opened and read aloud. Bids must be delivered to the Clerk of Highland County Commissioners prior to the above-stated time.

Specifications and bid documents for 2020 Precast Reinforced Concrete Box Culverts are on file and may be obtained from the office of Christopher M. Fauber, Highland County Engineer, 138 Bowers Ave, P.O. Box 297, Hillsboro, Ohio 45133. Each bid shall be signed by the full name and business address of each person or company.

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid guaranty may be in the form of a certified check, cashier's check, or letter of credit pursuant to chapter 1305 of the Revised Code in the amount of 5% of Bid, or in the form of a 10% Bid Bond conforming to Section 153.54 and 153.57, Ohio Revised Code.

The owner intends and requires that this project to be completed, no later than June 1<sup>st</sup>, 2020.

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

This notice is posted on the Highland County Web site under "Main Menu>Legal Notices" at <http://www.co.highland.oh.us>

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

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Nicole Oberrecht, Clerk of Board

Please publish the above advertisement on January 8<sup>th</sup> and send us proof of publication. Thank you.

# INFORMATION TO BIDDERS

1. Wherever the words "Owner" or "County" are used herein, they refer to the Highland County Commissioners, Ohio.
2. Each Bid must be submitted in a sealed envelope, addressed to The Highland County Board of Commissioners, 119 Governor Foraker Place, Suite 211 Hillsboro, OH 45133. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for:

## 2020 PRECAST REINFORCED CONCRETE BOX CULVERTS

and the envelope should bear on the outside the name of the Bidder, their address, their license number, if applicable. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the owner at the above address.

3. Each bidder is required to state in his proposal his name, place of residence and the names of all persons interested with him. In case of a corporation, the names of other than the president and secretary need not be given. Reference shall be furnished to establish the skill and business standing of the bidder.
4. The bidder must complete and submit all bidding forms (BID GUARANTY AND CONTRACT BOND, and BID PROPOSAL). Bidder is directed to complete and submit colored pages as part of his bid package. All forms provided on white sheets are to be completed as part of the contract execution and are provided at this time solely for reference by the Bidder. All Bids must be made on the bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, when submitted.
5. Failure to complete the forms and submit same at the bid opening will result in a non-responsive bid.
6. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The awarding authority will not be responsible for any other explanations or interpretations of the proposed documents. If there is a conflict between the detailed plans and specifications, the detailed plans shall prevail. When a "Special Specifications" is included in the "Bidding Forms," it shall supplement and/or modify the detailed specifications included herein and shall govern whenever there is a conflict in meaning.
7. The successful bidder will be required to execute the contract within 15 days after the award of the work to him.

8. The Bid Guaranty and Contract Bond shall be in the form attached to the specifications with an approved surety company as surety. In case of failure to execute the contract as stated, the bidder will be considered to have abandoned the contract and the bond accompanying the proposal shall be forfeited to the owner, not as penalty but as liquidated damages. Sureties must be approved by the proper authorities.
9. The owner reserves the right to waive any minor defects or informalities or reject any and all bids. The owner reserves the right to hold bids for a period of 60 days after date of opening and to award the contract at any time during that period. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the owner and the bidder.
10. In determining the awards, consideration will be given to (A) whether bidder maintains a permanent place of business, (B) suitability of the bidder's plant and equipment for the work, (C) bidder's financial status and organizations, (D) bidder's record of experience in constructing improvements of this type, (E) lowest and best bidder.
11. Each bid must be accompanied by a bid guaranty in conformance with Section 153.54 of the Ohio Revised Code. Bid guaranty may be in the form of a certified check, cashier's check, or letter of credit pursuant to chapter 1305 of the Revised Code in the amount of 5% of Bid, or in the form of a 10% Bid Bond conforming to Section 153.54 and 153.57, Ohio Revised Code.
12. A performance bond and a payment bond, each in the amount of 100% of the contract price, with a corporate surety approved by the owner, will be required for the faithful performance of the contract.
13. Attorneys-in-fact who sign Bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.
14. The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and payment bond within 15 calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement. In case of failure of the bidder to execute the agreement, the owner may at his option consider the Bidder in default, in which case the bid bond accompanying the proposal shall become the property of the owner.

**BID PROPOSAL #1**

**STRUCTURE NO. HIG TR 383-0.31 CARPER LN.  
PRECAST, REINFORCED CONCRETE BOX CULVERTS**

SPAN	RISE	LIN FT.	UNIT PRICE	AMOUNT
14'	7'	60'	\$ _____	\$ _____

\*BOX CULVERTS SHALL CONFORM TO ODOT SPECIFICATION 706.05

\*BOX SHALL BE FOUR SIDED MONOLITHIC

\*PRICE SHALL INCLUDE DELIVERY TO JOBSITE AND SETTING THE PRECAST UNITS IN PLACE

\*PRICE SHALL INCLUDE GROUTING OF TOP JOINTS, INSIDE BOTTOM OF BOX, AND ALL LIFTING INSERTS

\*PRICE SHALL INCLUDE LABOR AND MATERIALS FOR ODOT SPECIFICATION 512.08  
TYPE 2 MEMBRANE WATERPROOFING 711.25

\*BOXES WILL BE AWARDED INDIVIDUALLY AT THE DISCRETION OF THE HIGHLAND COUNTY ENGINEER.

\*BOX CULVERTS SHALL MEET LOAD RATING HL93 AND SUPPLIER TO PROVIDE THE COUNTY ENGINEER A CERTIFIED COPY OF LOADING CALCULATION WITH AN OHIO REGISTERED PROFESSIONAL ENGINEER STAMP. **2-4 FT. COVER**

SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY&ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**ALTERNATIVE BID PROPOSAL #1**

**STRUCTURE NO. HIG TR 383-0.31 CARPER LN.  
PRECAST, REINFORCED CONCRETE BOX CULVERTS**

SPAN	RISE	LIN FT.	UNIT PRICE	AMOUNT
14'	7'	60'	\$ _____	\$ _____

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SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY&ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**BID PROPOSAL #2**

**STRUCTURE NO. HIG TR 194-2.12 WEST DEADFALL RD.  
PRECAST, REINFORCED CONCRETE BOX CULVERTS**

SPAN	RISE	LIN FT.	UNIT PRICE	AMOUNT
14'	7'	60'	\$ _____	\$ _____

\*BOX CULVERTS SHALL CONFORM TO ODOT SPECIFICATION 706.05

\*BOX SHALL BE FOUR SIDED MONOLITHIC

\*PRICE SHALL INCLUDE DELIVERY TO JOBSITE AND SETTING THE PRECAST UNITS IN PLACE

\*PRICE SHALL INCLUDE GROUTING OF TOP JOINTS, INSIDE BOTTOM OF BOX, AND ALL LIFTING INSERTS

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SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY&ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**ALTERNATIVE BID PROPOSAL #2**

**STRUCTURE NO. HIG TR 194-2.12 WEST DEADFALL RD.  
PRECAST, REINFORCED CONCRETE BOX CULVERTS**

SPAN	RISE	LIN FT.	UNIT PRICE	AMOUNT
14'	7'	60'	\$ _____	\$ _____

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SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY&ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_



**BID PROPOSAL #3**

**STRUCTURE NO. HIG CR 49-0.82 STONEY POINT RD.  
PRECAST, REINFORCED CONCRETE BOX CULVERTS**

SPAN	RISE	LIN FT.	UNIT PRICE	AMOUNT
12'	5'	54'	\$ _____	\$ _____

\*BOX CULVERTS SHALL CONFORM TO ODOT SPECIFICATION 706.05

\*BOX SHALL BE FOUR SIDED MONOLITHIC

\*PRICE SHALL INCLUDE DELIVERY TO JOBSITE AND SETTING THE PRECAST UNITS IN PLACE

\*PRICE SHALL INCLUDE GROUTING OF TOP JOINTS, INSIDE BOTTOM OF BOX, AND ALL LIFTING INSERTS

\*PRICE SHALL INCLUDE LABOR AND MATERIALS FOR ODOT SPECIFICATION 512.08 TYPE 2 MEMBRANE WATERPROOFING 711.25

\*BOXES WILL BE AWARDED INDIVIDUALLY AT THE DISCRETION OF THE HIGHLAND COUNTY ENGINEER.

\*BOX CULVERTS SHALL MEET LOAD RATING HL93 AND SUPPLIER TO PROVIDE THE COUNTY ENGINEER A CERTIFIED COPY OF LOADING CALCULATION WITH AN OHIO REGISTERED PROFESSIONAL ENGINEER STAMP. **2-4 FT. COVER**

SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY&ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**ALTERNATIVE BID PROPOSAL #3**

**STRUCTURE NO. HIG CR 49-0.82 STONEY POINT RD.  
PRECAST, REINFORCED CONCRETE BOX CULVERTS**

SPAN	RISE	LIN FT.	UNIT PRICE	AMOUNT
12'	5'	54'	\$ _____	\$ _____

\*BOX CULVERTS SHALL CONFORM TO ODOT SPECIFICATION 706.05

\*BOX SHALL BE FOUR SIDED MONOLITHIC

\*PRICE SHALL INCLUDE DELIVERY TO JOBSITE.

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SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY&ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

# BID GUARANTY AND CONTRACT BOND

(Section 153.71 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

---

*(Here insert full name or legal title of Contractor and Address)*

as Principal and

---

*(Here insert full name or legal title of Surety)*

As Surety, are hereby held and firmly bound unto **The Highland County 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:

*(Date)*

**2020 PRECAST REINFORCED CONCRETE BOX CULVERTS**  
**Highland County Commissioners**  
**119 Governor Foraker Place, Suite 211**  
**Hillsboro, Ohio 45133**

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 the above line 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 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 Obligee the difference not to exceed ten (10%) 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 work covered by the bid; or in the event that 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 (10%) 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 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, specification, 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 the 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 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 therefore shall in any wise affect the obligations of said Surety on this 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 \_\_\_\_\_, 20\_\_.

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY AGENCY NAME:

\_\_\_\_\_

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY AGENT'S NAME / ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_ (*Attorney-In-Fact*)

## DELIVERY CONFIRMATION

The Bidder hereby certifies that he has examined the contract form and specifications for the 2020 Precast Reinforced Concrete Box Culverts and is familiar with the liquidated damage features thereof. Contractor agrees to maintain a schedule in accordance with these specifications such that the 2020 Precast Reinforced Concrete Box Culverts be completed on or before **June 1<sup>st</sup>, 2020**.

The contractor hereby agrees that the said owner shall be and are hereby authorized to deduct and retain out of the moneys which may be due or become due to the said contractor, under this agreement, as damages for inability to furnish aforesaid in place within the time hereinbefore stipulated for its completion or within such further time as in accordance with the provision of this agreement shall be fixed or allowed for such performances or completion, the sum of \$300 per day for each and every day the time employed upon said delivery may exceed.

---

Signed

Title

---

Company Name

---

Address

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF  
THE OHIO REVISED CODE**

STATE OF OHIO )

) ss:

COUNTY OF \_\_\_\_\_)

Personally appeared before me the undersigned, as an individual or as a representative of \_\_\_\_\_ for a contract for \_\_\_\_\_

(Name of Entity)

(Type of Product or Service)

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

- 1) That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000 to and member of the Highland County Board of Commissioners or their individual campaign committees:
  - a. myself (if applicable);
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

- 2) That none of the following has **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000 to and member of the HIGHLAND County Board of Commissioners or their individual campaign committees:
- a. myself (if applicable);
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
  - f. Any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Signature\_\_\_\_\_

Title\_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

# CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date \_\_\_\_\_, 2019 \_\_\_\_\_

Company

Official Address (including ZIP code): By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Address Title

\_\_\_\_\_  
City, State, Zip



# CONTRACTOR'S AGREEMENT

In consideration of the Contractor doing business with the Board of County Commissioners of Highland County, Ohio or any of its departments or any of its agencies, herein after referred to as COUNTY, the Contractor agrees as follows:

1. The Contractor agrees to save the COUNTY harmless and free from all claims or damages of whatsoever nature by reason of work or service preformed by Contractor, its agents, servants, or employees, who are under the Contractor's control in or upon said COUNTY premises and / or in the furtherance of the said agreement with the COUNTY.
2. Contractor shall secure and pay for and keep in full force and effect during any work or service performed, liability insurance for bodily injury or death. Contractor shall also secure and keep in full force and effect during any work or services performed Workers' Compensation Insurance as required by law.
3. Contractor shall furnish sufficient proof to the COUNTY of such liability insurance.
4. The Contractor shall furnish COUNTY satisfactory proof of insurance and shall not cause any of the foregoing policies to be cancelled or permit them to lapse. Said policies or certificates evidencing said policies must contain endorsement that policy cannot be cancelled for a minimum of ten (10) days after company has received registered mail written notice.
5. The Contractor shall not commence work until it has obtained all insurance required under the foregoing paragraphs and such insurance has been approved by the Board of County Commissioners, nor shall the Contractor allow any sub-contractor to commence his work or subcontract until all similar insurance required for coverage of said CONTRACTOR has been so obtained and approved.

The foregoing agreement does not limit the COUNTY in requiring larger amounts of insurance for specific work or services.

DATED this \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF HIGHLAND COUNTY, OHIO

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TITLE

\_\_\_\_\_

# FORM OF NONCOLLUSION AFFIDAVIT

STATE OF OHIO )  
 ) ss:  
COUNTY OF \_\_\_\_\_)

Bid Identification: 2020 Precast Reinforced Concrete Box Culverts

Contractor's Official - \_\_\_\_\_ being first duly sworn, deposes and says that he is sole owner, a partner, president, secretary 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 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 to 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 public body awarding the contract or any one 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 this general business.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary

SEAL

\_\_\_\_\_  
My Commission Expires:

# CONTRACT

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Highland County Commissioners, hereinafter called Commissioners and \_\_\_\_\_, hereinafter called contractor.

Contractor hereby agrees that he will commence, perform, and complete the project described in the bid specifications and any addendum thereto subject to the terms contained therein, all of which are made a part hereof. Contractor must pay his own costs and expenses, furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the terms of the bid, unless otherwise specified therein. In addition, Contractor agrees to submit the appropriate performance and maintenance bonds, if applicable.

Contractor hereby indemnifies and agrees to hold Highland County, its elected officials, officers, agents and employees, harmless against, from and in respect of, any and all claims, demands, expenses, losses, damages or deficiencies of any nature whatsoever to persons or property resulting from, arising out of, or attributable to: (i) non-fulfillment of any agreement on part of Contractor; (ii) any liability or obligation arising out of Contractor's obligations under this contract; (iii) any acts or omissions by Contractor, its employees, agents or servants arising out of this contract; and/or (iv) any litigation for acts or omissions arising out of Contractor's obligations under this contract including any and all actions, demands, judgments, costs, interest and legal or other expenses incidental to any of the foregoing.

The Commissioners hereby agree to pay the sum of \_\_\_\_\_ to the Contractor for the work satisfactorily performed under the terms of the bid and specifications, said sum being paid pursuant to the terms of the bid, at the satisfactory completion of the terms of the bid, or as otherwise specified herein:

Any changes in the terms of the bid and specifications must be in writing and signed by both of the parties.

Any dispute arising under the interpretation of this Contract must be determined by the Highland County Common Pleas Court and determined under the laws of the State of Ohio.

In Witness whereof, the parties have hereunto set their hand in the year and day first above mentioned.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
HIGHLAND COUNTY COMMISSIONER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
HIGHLAND COUNTY COMMISSIONER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
HIGHLAND COUNTY COMMISSIONER

\_\_\_\_\_  
DATE

Approved as to form:  
\_\_\_\_\_

# LEGAL AND FISCAL OFFICERS

I, Anneka P. Collins, Prosecuting Attorney of Highland County, Ohio the legal counsel for the Highland County Board of Commissioners, do hereby certify that I have examined the attached contracts and surety bonds and am of the opinion that the provisions and form thereof comply with law.

\_\_\_\_\_, 20\_\_

\_\_\_\_\_

Anneka P. Collins

Highland County Prosecuting Attorney

I, Bill Fawley, Highland County Auditor, do hereby certify that I am the qualified and acting fiscal officer of Clinton County, Ohio and that the amount of money to wit \$\_\_\_\_\_, required to meet the cost of the attached contract between Highland County Commissioners, Ohio, Owner, and \_\_\_\_\_, Contractor, has been lawfully appropriated by Resolution Number \_\_\_\_\_, for the purpose of said contract and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

\_\_\_\_\_, 20\_\_

\_\_\_\_\_

Bill Fawley

Highland County Auditor

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	Wanda E. Armstrong, County Auditor 46 South South St. Wilmington, Ohio 45177
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

or

Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.