

ADVERTISEMENT FOR BIDS

PORT AUTHORITY of ALLEN COUNTY

LIMA, OHIO

NOTICE IS HEREBY GIVEN that the Port Authority of Allen County (the "PAAC"), a port authority organized and operating under Ohio Revised Code Chapter 4582, will receive Sealed Proposals for:

DETENTION BASIN CONSTRUCTION

at the

ALLEN COUNTY HOME

3125 ADA ROAD

LIMA, OHIO 45801

This Contract is for all labor, material, insurance, and equipment necessary for the Detention Basin Construction at the Allen County Home Property, in accordance with approved plans and specifications.

Bid documents may be downloaded from the Allen County Economic Development Group website at <https://www.aedg.org/announcements/>. Bid responses will be received at Allen Economic Development Group office, 144 S. Main St., Suite 200, Lima, OH 45801, until 1 p.m. June 26, 2024, at which time and place all bids will be publicly opened and read aloud.

A Pre-Bid Meeting will be held at 3125 Ada Road, Lima, Ohio at 10 a.m. June 13, 2024. All questions can be sent to the AEDG office, 144 S. Main St., Suite 200, Lima, OH 45801, by 3 p.m. June 19, 2024.

The bid shall be legibly prepared and submitted in an organized manner. The bid shall be submitted under company cover letter, legally signed, and the complete address, phone and fax numbers of the Bidder given thereon. Bid shall be accompanied by a certified check or an acceptable Bid Bond with satisfactory surety specifying the PAAC as the obligee, in the sum of not less than five percent (5%) of the total bid amount.

Any bid may be withdrawn prior to the scheduled closing time for receipt of bids.

The PAAC intends and requires that the project be completed no later than thirty (30) calendar days from the date of the Notice to Proceed.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Allen County, Ohio, as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, (614) 466-3636.

The lowest responsive and responsible bid shall be determined by the PAAC.

The PAAC reserves the right to reject in whole or in part any or all Proposals, to waive any technicalities, to advertise for new proposals, or to proceed with the work when the best interests of the PAAC will be promoted thereby.

PORT AUTHORITY of ALLEN COUNTY

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OWNER: **Port Authority of Allen County**
144 South Main Street
Lima, Ohio 45801

1. **DESCRIPTION and DELIVERY DESTINATION**

The contract is for all labor, material, insurance, bonds, and equipment necessary for the construction of a detention basin at the former Allen County Home Property, in accordance with approved plans and specifications.

2. **TIME AND PLACE FOR RECEIPT OF BIDS**

Sealed Bids will be received by the PAAC at its offices at 144 South Main Street, Suite 204, Lima, Ohio 45801 until 1 p.m. June 26, 2024 at which time and place they will be publicly opened and read aloud.

3. **FORM OF BIDS**

Bid shall be legibly prepared and typewritten or written in ink on the place provided herein, placed in a sealed envelope and delivered by hand or by regular mail to the office of the Port Authority of Allen County, 144 South Main Street, Suite 204, Lima, Ohio 45801. Bids will be date/time stamped at the time of delivery to the receptionist. Officials of corporations shall designate their official titles; partners or sole owners shall so state, giving the names of all interested parties. All corrections or erasures shall be initialed by the person signing the Bid. Sealed envelopes containing Bids shall be plainly marked, identifying the Bid, the Bidder, the Bidder's business address, and the date submitted, as follows:

Detention Basin Construction at the Allen County Home Property

Submitted by: (Name of Bidder) _____
Address: _____
Date Submitted: _____

4. **CERTIFIED CHECK/BID BOND**

Each Bidder shall be accompanied by a certified check or bid bond specifying the PAAC as the Obligee, in the sum of not less than five percent (5%) of the total amount of the Bid. Certified checks or bid bonds will be returned to all Bidders within ten (10) days after entering into the contract.

5. **CONTRACT BOND**

The successful Bidder, at its own expense, will be required to furnish, at the time of the execution of the contract, a performance bond in an amount equal to one hundred percent (100%) of the amount of the contract awarded. The completed performance bond will not be released until all of the provisions of the contract have been fulfilled.

6. **TIME FOR PERFORMANCE – TIME IS OF THE ESSENCE**

All work shall be completed within thirty (30) calendar days from the date of Notice-to-Proceed.

7. **AFFIDAVIT**

A non-collusion affidavit in the form attached hereto shall be signed by the Bidder and shall be considered a part of the Bid.

8. **COMPLIANCE WITH SPECIFICATIONS**

All Bidders shall be based on the specifications herein enumerated. **Bidders shall not base their Bids on verbal information from any employee or official of the PAAC.** In case errors or omissions are found in the Bid Form or Specifications, Bidders shall at once inform the PAAC, who will immediately publish the correction to all Bidders.

9. **WITHDRAWAL OF BIDS**

Any Bid may be withdrawn prior to the scheduled closing time for the receipt of Bids. All Bids are to remain effective for a minimum of sixty (60) days following closing time. The withdrawal of a Bid after the scheduled closing time for receipt of Bids shall result in the forfeiture of the bid bond or certified check submitted with the Bid.

10. **RIGHT TO ACCEPT AND REJECT BIDS**

The PAAC reserves the right to reject in whole or in part any or all Bids, to waive any technicalities, and to advertise for new Bids, or to proceed with the work otherwise when the best interests of the PAAC will be promoted thereby.

The lowest responsive and responsible bid shall be determined by the PAAC.

11. **NONDISCRIMINATION**

The PAAC, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that it will affirmatively ensure that Minority Business Enterprises and Women-Owned Businesses will be afforded full opportunity to submit to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, disability or age in consideration for an award.

12. **PREVAILING WAGE RATES**

The bidder acknowledges and agrees that all wages paid to laborers and mechanics employed in connection with the performance of this Work will be paid at not less than the prevailing rates of wages for laborers and mechanics for each class of work called for, in accordance with the requirements of Chapter 4115 of the Ohio Revised Code.

13. **INSURANCE REQUIREMENTS**

The undersigned bidder hereby certifies to the PAAC that it shall provide the PAAC with evidence of Workers' Compensation coverage as required by Ohio law and with a current certificate of insurance evidencing comprehensive general liability insurance in an amount of not less than \$2,000,000 single limit bodily injury and property damage per occurrence.

14. **SALES TAX**

Equipment and materials supplied under this proposal shall be exempt from Ohio Sales Tax under Section 5739.02 of the Ohio Revised Code. The PAAC shall supply the Bidder with the necessary tax exemption forms and it shall be the responsibility of the Bidder to present the form to its suppliers.

15. **AWARD OF CONTRACT**

The contract will be awarded to the most responsible and responsive bidder meeting the requirements. A Notice to Proceed will be issued to the successful bidder following approval of aware by the Board of Directors of the PAAC.

16 **EQUIPMENT CONDITION**

The equipment furnished under this contract shall be new and ready to operate when delivered. Prices quoted shall include delivery and preparation necessary for immediate operation.

CONTRACTOR’S BID FORM
SITE DEMOLITION – Allen County Home Property

To: Port Authority of Allen County Date:
144 South Main Street, Suite 204
Lima, Ohio 45801

Project: Detention Basin Construction at the Allen County Home Property
3125 Ada Road
Lima, Ohio 45801

Submitted by:
(full name)

(full address)

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Prices listed within this Bid Form in lawful money of the United States of America.

We have included, the required security as required by the Instruction to Bidders.
All applicable federal, state and local taxes are included within the Bid Price(s).

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by the Owner within the time stated above, we will:

- Execute the Agreement within 15 calendar days of receipt of Notice of Award.
- Furnish the required bonds within 15 calendar days of receipt of Notice of Award.
- Commence work within the time frame as delineated within the Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period.

3. CONTRACT TIME

If this Bid is accepted, we will:

- A. Complete all the Work within _____ calendar days from the commencement date as delineated within the Notice to Proceed.

4. PRICES TO INCLUDE

We have carefully examined the complete set of Bid Documents and have satisfied ourselves as to the nature and location of the work, the supervision and superintendence required for the work, the labor and working hours anticipated, the quality and quantity of services, materials, equipment needed preliminarily to and during the prosecution of the work, the general and local conditions and all other factors which can in any way affect the prosecution of this work under this Contract.

Our Bid includes the following:

- 1. All labor, services, materials and equipment necessary to complete the scope of services.
- 2. All labor, services, materials, and equipment necessary to comply with local, state and federal codes and all applicable safety regulations.

The quantities and unit costs requested on the Lump Sum Cost table below are for informational purposes only; the contractor is expected to perform the associated Bid Item for the lump sum cost provided. Contractor is also expected to account for all work required to complete the project as described in the Specifications within the lump sum costs provided below. The PAAC reserves the right to add or delete bid items and/or request additional backup information on costs.

LUMP SUM COST

No.	Bid Item	Unit	Quantities	Prevailing Wage Lump Sum Cost
Phase I – Pre-Construction Activities				
01-01	General Conditions (Contractor Submittals); Mobilization; Erosion Control	n/a	1	\$ _____
Phase I - Lump Sum Price				\$ _____
Phase II – Site Preparation Activities and Earth Movement				
02-01	Site Preparation Activities	n/a	1	\$ _____
02-02	Soil Excavation, Placement, and Compaction	n/a	1	\$ _____
Phase II – Lump Sum Price				\$ _____
Phase III –Water Outlet and Water Conveyance Features Installation				
03-01	Outlet Structure Construction and Installation	n/a	1	\$ _____

03-02	Eight-inch Diameter HDPE Installation and Tie-in	n/a	1	\$ _____
Phase III Lump Sum Price				\$ _____
Phase IV –Site Restoration				
04-01	Final Grade, Topsoil Placement, Seed, and Mulch	n/a	1	\$ _____
Phase IV Lump Sum Price				\$ _____
Total Lump Sum Project Price				\$ _____

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum # Dated Addendum # Dated

7. BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer) (Title)

(Seal)

(Authorized signing officer) (Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

NON-COLLUSION AFFIDAVIT

County of :

State of :

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

_____ of the party making the foregoing Bid; that such Bid
(sole owner, partner, president, etc.)

is not made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or a sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder, or anyone else 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 anyone shall refrain from Bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price or cost element of such Bid price, or that of any other Bidder, or to secure any advantage against the public body 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 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.

Affiant

Sworn and subscribed before me this ____ day of _____, 2024.

Notary Public

_____ County

_____ Ohio

My Commission Expires:

CORPORATION ACKNOWLEDGEMENT

State of Ohio)
) SS:
County of)

Before me, a notary public in and for the County of _____ personally appeared _____ (President) and _____ (Secretary), of _____ (company) who acknowledge *that the seal affixed to said instrument is the corporate seal of said corporation, that _____ and _____ did sign on behalf of said corporation and by authority of its board of directors; and that said instrument is the voluntary act and deed of the said corporation and its President and Secretary. In Testimony Whereof, I have hereunto subscribed my name and affixed by official seal this _____ day of _____, 2024.

Notary Public

*If the corporation has no corporate seal, cross out the underscored words in the acknowledgement.

ACKNOWLEDGMENT OF BID BY PARTNERSHIP

STATE OF)
)
COUNTY OF) SS:

On this ___ day of _____ in the year 2024, before me personally came _____, known to me to be a member of _____, who executed the foregoing Bid, and who acknowledged to me that (s)he subscribed the name of said firm thereunto on behalf of said firm for the purpose herein mentioned.

Notary Public

ACKNOWLEDGMENT OF BID BY INDIVIDUAL

STATE OF)
)
COUNTY OF) SS:

On this ___ day of _____ in the year 2024, before me personally came _____, known to me to be the person described herein, who executed the foregoing Proposal, and who acknowledged to me the execution thereof.

Notary Public

PREVAILING WAGE REQUIREMENT

State of Ohio Pre-determined Wage Rate Requirements

Upon successful award of contract by the PAAC, the contractor shall furnish the prevailing wage coordinator with a schedule of dates when payments to employees are to be made.

On a weekly basis, the contractor shall submit a certified copy of his complete payroll for each date exhibiting for each employee paid any wages, his name, current address, social security number, number of hours worked each day during the pay period and the total for each week, his hourly rate of pay, job classification, fringe payments, and deductions from his wages.

Such reports shall be submitted to the prevailing wage coordinator not less than three weeks after each pay date which shall exhibit the aforementioned wage information. The certification of each payroll shall be executed by the contractor and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

The contractor is responsible for complying with all applicable laws regarding prevailing wages, including, but not limited to, the requirement that the Prevailing Wage Rate Schedules be posted on the job site where it is accessible to all employees.

AGREEMENT

The proposed price for the entire Scope of Work is (\$)_____, comprised of work at 3125 Ada Road.

Work includes all specifications and Scope of Work referenced herein. Payment is to be made as follows:

One hundred percent (100%) within thirty (30) days of complete and approved progress payment requests invoiced no more frequent than monthly.

In order to receive payment Contractor must submit Payment Request Form and Certified Payroll, completed in their entirety, and submit all documents specifically referenced therein.

1. Contractor represents and warrants that all agents, subcontractors and employees are fully licensed, certified or otherwise authorized to complete all aspects of the scope of work listed in the project specifications.
2. The price herein shall remain fixed. No other charges, extras or additions shall be made or added to this Agreement unless first agreed to in writing by Owner. Any work performed or extras outside the Scope of Work herein without Owner's prior written approval shall be at Contractor's sole cost and expense.
3. Should any dispute or change in the Scope of Work be required during the Work, the inability to resolve such dispute shall not be a basis for stopping the Work. Contractor shall continue to perform all Work hereunder, to complete the agreed to Scope of Work as prescribed by law and this Agreement.
4. If any governmental authority, the Owner, or any contractor developing the Site on Owner's behalf identifies unsatisfactory, defective, incomplete, or unworkmanlike work in the scope of Contractor's services herein, Contractor will, upon notice from Owner or such person, company or governmental unit, immediately stop said work and immediately commence compliance with such notice, and immediately correct such problem at Contractor's expense.
5. Contractor represents and warrants that it possesses the skill, knowledge, and necessary training to complete the Scope of Work in accordance with City, State and Federal statute, regulation, rule or directive, and that it will perform its work timely and in a workmanlike manner.
6. **Contractor represents and warrants that it has fully inspected the premises, and that the Scope of Work as prescribed herein is based upon said actual on-site inspection by Contractor.** Contractor also acknowledges that the Work is being done for the purpose of reutilization of the Site, and that the Contractor's Work will be done in a professional and workmanlike manner.
7. Severability. The intention of the parties is that the terms and provisions of this Agreement apply severally to the demolition of each individual address listed herein. This Agreement shall continue to apply to any Work completed at the date of termination.
8. Termination by Owner for Cause. The Owner may terminate the Agreement upon the occurrence of any one of the following:
 - a. Refusal or failure to supply in sufficient number or with sufficient expertise properly skilled workers or proper materials after the third (3rd) written notification by Owner that the Contractor has refused or failed in supplying properly skilled workers or proper materials on three (3) separate occasions;
 - b. Failure to make payment to any subcontractor (Subcontractor) for materials or labor in accordance with the respective agreements between the Contractor and Subcontractor;
 - c. Three (3) violations of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority after ten (10) days' written notice of the third (3rd) violation; or

- d. Otherwise a substantial breach of any provision of the Agreement documents and such breach remains uncured after ten (10) days' prior written notice of the breach from the Owner.

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, upon written notice, terminate employment of the Contractor effective on the date stated in the notice and may, subject to any prior rights of the surety, finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

9. Termination by the Owner for Convenience. The Owner may, at any time, terminate the contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - a. Cease operations as directed by Owner in the notice;
 - b. Take actions necessary or that the Owner may direct for the protection and preservation of the Work; and
 - c. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders for Work and enter into no further subcontracts or purchase orders for Work.

In case of such termination for Owner's convenience, the Contractor shall be entitled to receive payment for the Work performed, and cost incurred by reason of such termination, along with reasonable overhead and profit on the Work that has been substantially completed.

10. Suspension by the Owner for Convenience. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The proposed completion time shall be adjusted for the time caused by suspension, delay or interruption.
11. Non-Collusion Affidavit. **Contractor must sign a non-collusion affidavit and return to the Owner.**
12. Equal Employment Opportunity. In performing any agreement, the Owner shall not discriminate against any employee, applicant for employment, or other person because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. The Owner will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, national origin, disability, age, military status, or ancestry.

INDEMNITY & INSURANCE

INDEMNIFICATION

As used herein, "Contractor" includes all subcontractors and other parties executing any agreement, purchase order, or other instrument for or on behalf of the Owner; Contractor includes anyone performing any work for or on behalf of the Owner regardless of any written instrument; and includes any person who is performing work for or on behalf of any other person or Contractor who is performing work for or on behalf of the owner. Any party performing Work for or on behalf of the Owner, regardless if such Work is pursuant to a written instrument, hereby agrees to incorporate these terms, conditions and provisions into all of its subcontracts.

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense), and hold harmless the Owner and affiliated companies of Owner, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations, and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the

Work performed, materials furnished, or services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or passive. Contractor shall not be obligated to indemnify and defend Owners for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

INSURANCE

Upon execution of this Agreement, and prior to the Contractor commencing any work or services with regard to the Scope of Work, the Contractor shall carry commercial general liability insurance on ISO Form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the Owner with a Certificate of Insurance and Additional Insured Endorsement on ISO Form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Owner as Additional Insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner. The coverage available to the Owner, as Additional Insureds, shall not be less than \$1 million for Each Occurrence, \$2 million for General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million for Products/ Completed Operations Aggregate, and \$1 million for Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability or another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Ohio or authorized to provide such coverage in Ohio and shall be reasonably acceptable to Owner. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for the Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Owner in relation to the Work. Contractor agrees to maintain the above insurance for the benefit of Owner for a period of three (3) years, or the expiration of the Statute of Limitations pursuant to applicable provisions of the Ohio Revised Code.

Each Certificate of Insurance shall provide that the insurer must give the Owner at least 30 days' prior written notice of cancellation and termination of the coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Owner as set forth above.

Additionally and prior to commencement of the Work, the Contractor shall provide the Owner with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents or subcontractors or sub-subcontractors for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Owner. Coverage shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by laws and affording thirty (30) days' written notice to Owner prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000.00 for bodily injury caused by accident and \$1,000,000.00 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000.00 for Each Accident.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Owner with respect to Losses arising out of or in connection with the Work.

MISCELLANEOUS

It is the intention of the parties that internal laws of the State of Ohio (irrespective of its choice of law principles) shall govern the validity of this Agreement. Any action initiated by any party under this Agreement shall be brought only in the courts of proper jurisdiction located in Allen County, Ohio. Each of the parties submits to exclusive jurisdiction of any State or Federal court sitting in the State of Ohio, in any action or proceeding arising out of or relating to this Agreement.

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provisions to other persons or circumstances shall be interpreted so as best to reasonable effect the intent of the parties hereto. The parties further agree to replace any such valid or unenforceable provisions of this Agreement with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provisions.

AUTHORIZATION

CONTRACTOR

PORT AUTHORITY of ALLEN COUNTY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

PAYMENT REQUEST FORM

FROM:

Date _____ : _____

The Port Authority of Allen County (PAAC) specified the completion of work at a property located at 3125 Ada Road, in Allen County, Ohio, that has the Permanent Parcel Number of 37-2203-01-001.001:

Pay Item 01-01 \$

Pay Item 02-01 \$

Pay Item 02-02 \$

Pay Item 03-01 \$

Pay Item 03-02 \$

Pay Item 04-01 \$

Attached as documentation/evidence of completed work performed by our company are the following items:

Permits

Soil Compaction Test Results

Submittals

Certified Payroll

Other _____

PAYMENT REQUEST AUTHORIZATION

Signature

Date

Printed Name

CONTRACT ATTACHMENT

(Pursuant to Ohio Administrative Code Chapter 164-1)

I, _____, _____ of
_____, having authority to agree

on behalf of the above-named contractor, do hereby agree:

- A) That the Contractor and Subcontractor involved with this Project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of this Project.
- B) That no Contractor involved with this Project may submit an invoice for payment no more than once every thirty days or submit an invoice for Work that has not been completed. The Contractor's invoice shall be submitted through the Engineers for verification.
- C) Work on this Project shall not begin until the Contractor has received a "Notice to Proceed".

By: _____

Contractor: _____

BID BOND

(To be executed by Bidder and Surety before depositing bid,
unless certified check is submitted)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as Principal (Bidder) and
_____ as Surety are held and firmly

bound unto the Owner, _____ the sum of
_____ Dollars

(\$_____), for the payment of which well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, and successors and assigns, executors and administrators, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE attached Proposal of

_____ is accepted, and the Contract awarded to the above Bidder for construction of all work entitled as

_____ and the said Bidder shall within

ten (10) days after notice of such award, enter into a Contract in writing and give bond as required for faithful

performance of said Contract, then this obligation shall be null and void; otherwise, it shall remain in full

force and virtue in law.

Signed and sealed at _____ this

_____ day of _____, A.D. 2024.

Principal

Surety

PERFORMANCE BOND

(To be executed by Contractor and Surety Prior to Contract Execution)

KNOW BY ALL MEN THESE PRESENTS, that we, the Undersigned _____
_____, as Principal, and _____
Surety, are hereby held and firmly bound unto the Port Authority of Allen County ("PAAC") the penal sum of _____
_____ dollars (\$ _____)

the payment of which well and truly to be made, we hereby jointly and severally bind our heirs, our executors, administrators, successors, assigns, and ourselves by these presents. The Conditions of this obligation are such that whereas the above-named Principal did on the _____ day of _____, 20_____, enter into the Contract hereto attached with the said PAAC, which said Contract is made a part of this Bond the same as if fully set forth herein.

NOW, if the Contractor in the aforesaid Contract shall well and truly execute all singular the stipulations by it to be executed and shall fully perform the work therein specified, in a good and workmanlike manner and do and perform all singular the terms, conditions, requirements of the Plans, Specifications and Contract, and shall indemnify and save harmless the PAAC from all suits and actions of every name and description brought against the PAAC, its agents, or any officer of said PAAC, for, or on account of any injury or damage to person or property arising from, or growing out of the construction of the work in the said contract specified to be done, or the doing of any work therein described, and shall indemnify and save harmless PAAC from any and all suits and expense over and above the expense included in the Contract price, for the improvements that may be involved in the work contracted for, or any of the parts thereof, or in the use of said work or any of the parts thereof, and if said Contractor shall defend, at its proper cost, and expense any and all suits, actions of every kind whatsoever, that may be brought against PAAC by reason of the use of said work or any of the parts thereof, and further from all liens, charges, claims, demands, loss, costs, and damages of every kind and nature whatsoever, and shall pay all lawful claims of Subcontractors, material men, and laborers for labor performed, and for materials furnished in the carrying forward, performing or completing of said Contract, then those obligations shall be void, otherwise shall remain in full force and virtue in law. We, hereby agreeing and consenting that this undertaking shall be for the benefit of any laborer or materialmen having a just claim against the PAAC. Further that the parts of the foregoing Contract may, from time to time, and as often as they see fit, make any additions to, omissions from, or modifications of the work, Plans or Specifications, the said Surety herein 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; 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.

WITNESS our signatures on this _____ day of _____, 20_____.

PRINCIPAL SIGNATURE

WITNESS

SURETY SIGNATURE

WITNESS

SURETY MAILING ADDRESS

CONTRACTOR'S AFFIDAVIT

(To be submitted with Final Application for Payment)

STATE OF _____)

) SS:

COUNTY OF _____)

The undersigned, _____, hereby represents that on _____, he/it was awarded a contract by the Port Authority of Allen County, hereinafter called Owner, to _____, in accordance with the terms and conditions of Contract entitled Detention Basin Construction at the Allen County Home Property, and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/its indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/it shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____ A.D. 20_____.

CONTRACTOR

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ A.D. 20_____.

(Notary Public)

(Seal)

My Commission Expires: _____

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES**

O.R.C. 5719.042

STATE OF)
)
COUNTY OF) SS:

The undersigned, being first duly sworn, having been awarded a contract by you for

_____ hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

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

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ A.D. 20____.

(Notary Public)

(Seal)

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID FORM.

BIDDER QUALIFICATIONS STATEMENT

(Completion of this statement is required in advance of consideration for award of Contract.)

To Whom It May Concern:

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

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

Corporation Partnership Joint Venture Sole Proprietorship

A. State in which the above checked item was formed:

B. List of Executive Officers, Partners, Joint Venture Partners or Sole Proprietor:

Name

Title

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

3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.

4.0 Do you plan to subcontract any part of this project? _____ If so, give details.

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

6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

- 8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.
- 9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.
- 10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.
- 11.0 List the states and categories of construction in which your organization is legally qualified to do business.
- 12.0 Dated at _____, this _____ day of _____, 20__.

Bidder: _____

By: _____ Title: _____

Attachments A, B and C

Acknowledgment

_____ being duly sworn, deposes and says that he/she is _____ of _____;

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself; () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20__, in the County of _____, State of _____.

(Notary Public)

My commission expires _____

ATTACHMENT A

**SCHEDULE A
PROJECTS IN PROGRESS**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address & Phone</u>
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ATTACHMENT A

**SCHEDULE B
RECENT SIMILAR PROJECT EXPERIENCE**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address & Phone</u>
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ATTACHMENT A

**SCHEDULE C
PRINCIPLE INDIVIDUALS / EXPERIENCE**

<u>Name</u>	<u>Years of Experience</u>	<u>Relevant Project Experience</u> <u>Project name, location, completion date</u>
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