

MONTGOMERY COUNTY ENVIRONMENTAL SERVICES

MONTGOMERY COUNTY, OHIO



MONTGOMERY
C O U N T Y

BID SUBMITTAL DOCUMENT

FOR

BUTTERNUT, CANDLEWOOD, YORKSHIRE WATER MAIN REPLACEMENT
PROJECT NO. 130056-41

SUBMITTED BY: _____

BID DATE: MARCH 04, 2026

CLEAR CONSULTING, INC 280
E SHARON RD. CINCINNATI,
OHIO 45246

MONTGOMERY COUNTY ENVIRONMENTAL SERVICES
MONTGOMERY COUNTY, OHIO

BID SUBMITTAL DOCUMENT
FOR
BUTTERNUT, CANDLEWOOD, YORKSHIRE WATER MAIN
REPLACEMENT MONTGOMERY COUNTY, OHIO
PROJECT NO. 130056-41

FEBRUARY 2026

JUDY DODGE.....COUNTY COMMISSIONER
MARY MCDONALD.....COUNTY COMMISSIONER
CAROLYN RICE.....COUNTY COMMISSIONER
MICHAEL B. COLBERT.....COUNTY ADMINISTRATOR
MATT HILLIARD.....DIRECTOR

DESIGN ENGINEER

CLEAR CONSULTING, INC

BID DATE: MARCH 04, 2026

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**MONTGOMERY COUNTY ENVIRONMENTAL SERVICES
CONSTRUCTION CONTRACT DOCUMENTS**

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SECTION 00400

BID FORM

BID FOR:

MONTGOMERY COUNTY, OHIO

DELIVER BID TO:

BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, OHIO
MONTGOMERY COUNTY ADMINISTRATION BUILDING
451 WEST THIRD STREET
DAYTON, OHIO 45422

BID SUBMITTED BY:

(Print or Type Name of Bidder)

1. The Undersigned Bidder, having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project entitled:

BUTTERNUT, CANDLEWOOD, YORKSHIRE WATER MAIN REPLACEMENT

PROJECT NO. 130056-41

including, having also received, read and considered the following Addenda:

Addendum No.

Date Received

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Drawings regardless of whether expressly provided for in such Specifications and Drawings.

2. Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Instruction to Bidders, this Bid Form, Contractor's Affidavit (if applicable), Form of Bid and Performance/Payment Bond, Delinquent Personal Property Tax Affidavit, Contractor's Non-Collusion Affidavit, Owner-Contractor Agreement, General Conditions of the Contract (as modified), Supplementary Conditions (if any), Plans, Project Specifications, and other

Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the Bid.

3. **BONDS AND CONTRACT**: If the undersigned is notified of Bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.
4. **COMPLETION OF WORK**: In submitting a Bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to Substantially Complete the Work as required by the Contract Documents.
5. The wording of the Bid Form shall be used throughout, without change, alteration or addition. Any change may cause it to be rejected.
6. Bidder is cautioned to bid only on the Brands or Standards specified in the Contract Documents, including any Addenda issued by Owner.

BID FORM
BUTTERNUT, CANDLEWOOD, YORKSHIRE WATER MAIN REPLACEMENT
PROJECT NO. 130056-41

Include the cost of all labor and materials for each Bid Item in the Unit Price Sheet below. Bidder is to fill in all blanks in the Unit Price Sheet related to the Bid Package

Bid Item No.	Bid Item Description	Estimated Quantity (A)	Units (B)	Unit Cost			
				Labor (C)	Materials (D)	Combined Unit Price (E)	
A	GENERAL						
1.	Mobilization	1	LS				
B	SHEETING & SHORING						
C	ROCK EXCAVATION						
D	UNSUITABLE SOIL						
E	PRESSURE PIPE AND SERVICE						
1.	Install Gate Valves and Boxes, Complete						
a.	8" Gate Valve & Valve Box	9	EA				
b.	6" Gate Valve & Valve Box	13	EA				
2.	Fire Hydrants						
a.	Furnish & Install Fire Hydrants W/ 4" Storz Connections, Including Excavation, Backfill and Restoration	10	EA				
3.	Pressure Water Service Lines						
a.	Accessories and Taps						
a.1.	1" Curb Stop and Curb Box, Including Turf Restoration	68	EA				
a.2.	1" Service Tap and Corporation Stop	68	EA				
a.3.	Test Tap, Including Removal	2	EA				
4	Pressure Water Main						
a.	Pipe						
a.1.	Furnish and install 8" AWWA C 151, Class 51, Ductile Iron, Polywrapped Pipe, with Granular Backfill, Including Compaction and Disposal of Excavated Material	2760	LF				

BID FORM
BUTTERNUT, CANDLEWOOD, YORKSHIRE WATER MAIN REPLACEMENT
PROJECT NO. 130056-41

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a.2.	Furnish and install 8" AWWA C 151, Class 52, Ductile Iron, Polywrapped Pipe installed via HDD	410	LF				
a.3.	Furnish and install anchor pipe for fire hydrants 6" AWWA C 151, Class 51, Ductile Iron, Polywrapped Pipe, with Granular Backfill, Including Compaction and Disposal of Excavated Material	112	LF				
F	GRAVITY PIPE & SERVICES (SEWER)						
1	Gravity Sewer services (Contingency)						
a.1.	4" PVC ASTM D-3034 SDR 26, Including all Restoration	50	LF				
a.2.	6" PVC ASTM D-3034 SDR 26, Including all Restoration	50	LF				
2	Gravity Sewer Pipe						
a.	Furnish and install 8" AWWA C 900 Pipe, with Granular Backfill, Including Compaction and Disposal of Excavated Material	20	LF				
G	LUMP SUM ITEMS						
1	CCTV Sanitary Sewer Laterals Before & After HDD (6)	1	LS				
H	RESTORATION						
1	Asphalt Restoration Per Foot of Trench:	2740	LF				
2	Seeding and Mulching (for Fire Hydrant Branch Lines and Main Line)	95	LF				
3	Concrete Curb per Fire Hydrant Lead or Main Line per Crossing	12	EA				
4	Concrete Curb Associated with Main Line Installation	45	LF				
5	Concrete Driveway Apron - 6"	12	SY				
6	Concrete Sidewalk	60	SY				

BID FORM
BUTTERNUT, CANDLEWOOD, YORKSHIRE WATER MAIN REPLACEMENT
PROJECT NO. 130056-41

Include the cost of all labor and materials for each Bid Item in the Unit Price Sheet below. Bidder is to fill in all blanks in the Unit Price Sheet related to the Bid Package

I	MISCELLANEOUS CONSTRUCTION						
1	Furnish and Install 6"x6" Tapping Sleeve and Valve with Box, Including all Work to Connect to Existing Waterline	2	EA				
2	Plug Existing 6" Tees	2	EA				
3	Remove Fire Hydrant and Cap line, backfill with Granular Backfill and Green Space Restoration	7	EA				
4	Valve Box Removed, Including Restoration of Pavement or Seeding and Mulching	16	EA				
5	Full Depth Pavement Sawing	5510	LF				
6	Controlled Density Fill (LSM 50), as Directed by the Engineer	10	CY				
Bidder's Total Price =							

In the event there are any mathematical errors in the Bidder's calculation of the Bidder's Total Price, the sum of the Bid Item Cost in Column "E," or the Combined Unit Price(s) in Column "D," the Base Bid amount will be determined in accordance with the Instructions to Bidder.

INSTRUCTIONS FOR SIGNING

1. The person signing for a sole proprietorship must be the sole proprietor or his/her authorized representative. The name of the sole proprietor must be shown below.
2. The person signing for a partnership must be a partner or his/her authorized representative.
3. The person signing for a corporation must be the president, vice president, or other authorized representative; or must show authority by affidavit to bind the corporation.
4. The person signing for some other form of legal entity must show his/her authority, by affidavit, to bind the legal entity.

BIDDER CERTIFICATIONS

The Bidder hereby acknowledges to the Owner that the following representations in this Bid are material and not mere recitals:

1. The Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each Successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its Bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its Bid. By submitting its Bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the Bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to the Design Professional.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its Bid, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its Bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could have been discovered by such an investigation.

4. The Bidder represents, understands and agrees that (a) the Claim procedures in the General Conditions are material terms of the Contract Documents, (b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, (c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and (d) the proper and timely submission of the Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the Bid contains the name of every person interested therein and is based upon the Standards specified in the Contract Documents.
6. The undersigned Bidder offers 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 Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with other terms and conditions of the Contract Documents. If the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's surety are liable to the Owner.
7. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) 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 Contract Forms within ten (10) days after the date of Owner's Notice of Award.
8. If the undersigned is notified of Bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.
9. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. 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.
 - b. Bidder acknowledges that Owner and Design Professional do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto and has included all such in the Bid. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
 - c. Bidder is aware of the general nature of Work to be performed by Owner and others at the site, if any, that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- d. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- e. 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 overOwner.
- f. The Bidder certifies that upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in anyway.
- g. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder is the lowest and best bidder and that the Bid is responsive to the specifications.
- h. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
- i. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

In accordance with the above understandings and agreements, Bidder will complete the Work for the Bid Amount, including any accepted alternates, as submitted by Bidder in this Bid Form (Specification Section 00400).

Bidder agrees that the Contract Time for the Work shall be as stated in the Agreement unless the period for completion is extended in accordance with the Contract Documents.

Bidder accepts the provisions of the Contract Documents as to liquidated and special damages in the event of failure to complete the Work on time.

The following documents are attached to and made a condition of this Bid:

1. Bid security in the amount of _____
Dollars and _____ Cents (\$ _____)
2. Bidder's Qualification Statement with supporting data
3. Drug-free Workplace Compliance Affidavit Form
4. Disclosure Policy

The terms used in this Bid, which are defined in the General and Supplementary Conditions, have the meanings assigned to them in the General and Supplementary Conditions.

Respectfully submitted on _____, 20_____.

LEGAL NAME OF BIDDER: _____

BIDDER is: _____

(sole proprietorship, partnership, corporation, other legal entity)

NAME AND TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT

(Signature)

(Printed or Typed Name of Individual)

Business Address: _____

Phone No.: _____

Federal Tax I.D. #: _____

NOTE: When the Bidder is a partnership or joint venture, state name and address of each partner in the partnership or each participant in the joint venture below:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

BIDDER'S AFFIDAVIT

(To be filled in and executed if Bidder is a Corporation)

COUNTY OF _____)
)ss:
STATE OF _____)

_____, being duly sworn, deposes and
(Affiant)

says that he is _____ of _____ a Corporation
(Title) (Name of Corporation)

organized and existing under and by virtue of the laws of the State of _____, (State)

and having its principal office at

(Street and Number)

(City)

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Affiant further says that he is familiar with the records, minute books,

and by-laws of _____.
(Name of Corporation)

Affiant further says that _____
(Officer's Name)

as _____ of the Corporation, is duly
(Officer's Title)

authorized to sign the Contract for

, for said

Corporation by virtue of _____
(State whether a provision of by-laws or a Resolution of the Board of

Directors and if by Resolution, give date of adoption)

Signed: _____
(Affiant)

Typed or printed name _____

Title: _____

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

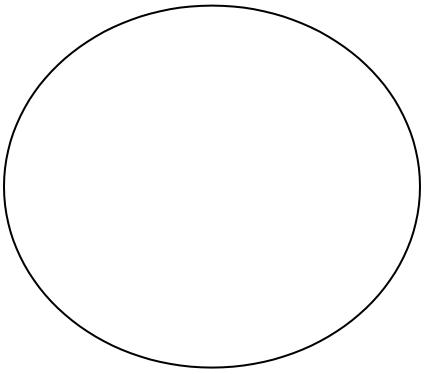
(written signature) _____

(typed or printed name) _____

Notary Public, State of Ohio
My commission expires

_____ (month, day, year)

Notary Seal



Montgomery County Public Improvement Qualitative Bid Selection Criteria

The following requirements shall apply to all Montgomery County public improvement bids over \$50,000. By signing the Bid Form, Bidder acknowledges and accepts the terms of this Bid Selection Criteria.

1. All Bids will be evaluated by Montgomery County and/or a Consulting Engineer or Architect based on "Lowest and Best" criteria pursuant to ORC 307.86.
2. The Successful Bidder shall furnish a notarized statement (Specification Section 00560) listing any delinquent taxes and must not be on the State of Ohio Auditor's Office Finding for Recovery database in compliance with ORC 5719.042.
3. The Successful Bidder shall furnish a valid BWC Certificate covering all employees. All prime contractors must insure that all subcontractors maintain current BWC Certification for all employees.
4. Bidder shall disclose any Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) or other regulatory entity issues, citations, or violations in the last seven (7) years.
5. Bidder shall disclose whether it plans to utilize independent contractors on the Project.
6. If the Bidder is a foreign corporation, i.e. not incorporated under the laws of Ohio, it shall furnish a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to do business in the State. If the Bidder is an individual or partnership, the Bidder shall certify it has filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any lawful legal action.
7. The Bidder, upon award, shall supervise and direct the Work using their best skill and attention commensurate with the responsibility to provide a satisfactory product.
8. The Bidder, upon award, shall not permit employment of person not skilled in tasks assigned. Only qualified personnel shall survey, lay out and construct the Work.
9. The Successful Bidder, within ten (10) days after award of the Contract, shall furnish in writing, to Montgomery County, the names of person or entities (including those who are to furnish materials or equipment fabricated to special design) proposed for each principal portion of the Work. The Board will promptly relay to the Successful Bidder in writing stating whether or not the Board, after due investigation, has any objection to any such proposed person or entity.
10. Bidder shall disclose any determination made by Ohio Department of Commerce, Bureau of Wage & Hour that it made an underpayment to its employees as required by Ohio's prevailing wage law, whether the underpayment occurred intentionally or unintentionally, or whether the underpayment was settled subsequent to the finding, over the past seven (7) years.
11. Bidder shall certify all of the following as requirements for Bid acceptance:

- a. For projects that are classified as prevailing wage, Bidder certifies compliance with Ohio Department of Commerce Division of Industrial Compliance regulations as provided in ORC Chapter 4115 and OAC Chapter 4101:9-4. Any violations of these regulations for the previous five (5) years shall be disclosed by the Bidder in their Bid packet.
- b. Bidder certifies it has complied with unemployment and workers' compensation laws for at least the twelve (12) months preceding the date of Bid opening.
- c. Bidder certifies compliance with Ohio Drug Free Workplace in accordance with ORC 153.03 at the time of its Bid submission. If Bidder has known subcontractors at the time of its Bid, it must certify those subcontractors are in compliance with ORC 153.03.
- d. Bidder certifies that it offers a health care medical plan and a retirement program other than Social Security to their employees.
- e. Bidder certifies it will employ supervisory personnel on this Project that have three (3) or more years in the specific trade and/or maintain the appropriate state licensure, if any.
- f. Bidder certifies within the past five (5) years, neither the Bidder, nor any principal, owners, officer, major stockholder (10% or more of voting share for publicly traded companies, 25% or more for all other companies), affiliates or any person involved in the bidding, contracting or leasing process has been the subject of any administrative proceeding, civil action, sanction, judgement or conviction for any business-related conduct constituting a crime under federal, state or local law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct.
- g. Bidder certifies that it has a valid Contractor license or registration required to do the work in the State of Ohio and any appropriate subdivisions of the State and furnish proof of all such licenses.
- h. Bidder certifies it has not had a professional license revoked in the past five (5) years in Ohio or any other state.
- i. Bidder certifies it has implemented a safety program compliant with OSHA and all other laws and regulations and will provide evidence of such upon request.

12. The following shall be Montgomery County's rights for Bid acceptance:

- a. Montgomery County may reject any or all Bids, may waive any or all informalities, irregularities or clerical errors not involving price, time, or changes in the Work, and may reject all nonconforming, nonresponsive or conditional Bids.
- b. Montgomery County may reject any Bid not accompanied by specified documentation and Bid security.
- c. Montgomery County may reject any Bid if it shows any omissions, alterations of forms, additions not called for, conditions or qualifications or irregularities of any kind.

- d. Montgomery County may reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- e. In evaluating Bids, Montgomery County will consider the qualifications and experience of Bidders; whether or not the Bids comply with the prescribed requirements; the alternatives, if any; the time(s) for completion as stated in the Bid Form and the lump sum and unit prices, if request in the Bid Form.
- f. Montgomery County may consider the qualification and experience of subcontractors, suppliers and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of subcontractors, suppliers and other persons and organizations must be submitted as provided in the Supplementary Conditions.
- g. Montgomery County may conduct such investigation necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents. Montgomery County reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Montgomery County's satisfaction.

Any questions regarding this criterion should be directed to the Barbara Asberry, Senior Buyer, at asberryb@mcohio.org. All questions must be submitted in writing.

By signing the Bid Form, Bidder certifies that Bidder acknowledges and accepts the preceding criteria as conditions of Bid acceptance.

END OF SECTION

SECTION 00410
BID AND PERFORMANCE/PAYMENT BOND
(Sec. 153.571 Ohio Revised Code)

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

_____(“Contractor”) as

Principal, and _____ as Surety,
are hereby held and firmly bound unto the Board of County Commissioners of Montgomery County, Ohio
(hereinafter called the “Obligee”), in the penal sum of the dollar amount of the Bid submitted by the
Principal to the Obligee on _____, 2026, to undertake the project
known as the Butternut, Candlewood, Yorkshire Water Main Replacement (“Project”).

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee,
incorporating any additive or deductive Alternates 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 add Alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the
full amount of the Bid, including add 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 for work on the Project.

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a
proper contract in accordance with the Bid, plans, details, specifications, and bills of material; and in the
event the Principal pays to the Obligee the difference not to exceed ten percent (10%) 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 percent (10%) 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 (10) days after the awarding of the
contract, enters into a proper contract in accordance with the Bid, plans, details, specifications, and bills
of material, which said contract is made a part of this bond the same as though setforth herein.

NOW ALSO, IF THE SAID Principal shall well and faithfully do and perform the things agreed by said
Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims
of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying
forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall
be for the benefit of any 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; and Surety shall
indemnify the Obligee against all damage suffered by failure of the Principal to perform the
contract according to its provisions and in accordance with the plans, details, specifications, and bills of
material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor
performed or material furnished in carrying forward, performing, or completing the contract and surety
further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or
laborer having a just claim, as well as for the Obligee; it being expressly understood and agreed that the
liability of the Surety

for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans and specifications therefor 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: _____
(Signature)

(Typed or Printed Name)

TITLE: _____

SURETY: _____

BY: _____
(Attorney/Attorney-in-Fact Signature*)

(Typed or Printed Attorney/Attorney-in-Fact Name*)

* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute in behalf of corporation.

Sec. 9.32 of the Ohio Revised Code requires awarding authorities to simultaneously with notice of award to contractor, to give written notice to Surety and Agent. Show name and mailing addresses of both Agent and Surety.

SURETY COMPANY ADDRESS:

SURETY AGENT'S NAME
AND ADDRESS:

NOTE: The Contract Bond form that follows is to be used ONLY by a Bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its Bid. If a Bidder submits a combined Bid Guaranty and Contract Bond, then the Bid guaranty becomes the contract bond when the contract is awarded.

AIA Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.

END OF SECTION

SECTION 00420

BIDDER'S QUALIFICATION STATEMENT

(Completion of this statement is required and must be submitted with the Bid in order to qualify for consideration for award of contract.)

SUBMITTED TO:

BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, OHIO
MONTGOMERY COUNTY ADMINISTRATION BUILDING
451 WEST THIRD STREET
DAYTON, OHIO 45422

SUBMITTED FOR:

MONTGOMERY COUNTY, OHIO
BUTTERNUT, CANDLEWOOD, YORKSHIRE WATER MAIN REPLACEMENT
PROJECT NO. 130056-41

SUBMITTED BY:

Name: _____

Address: _____

Corporation
 Partnership
 Individual/Sole Proprietorship
 Joint Venture
 Other

Commissioners:

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

(Note: Attach Separate Sheets as Required)

1. ORGANIZATION

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

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

c. Under what other or former names has your organization operated?

d. If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

2. If your organization is a corporation, answer the following:

a. Date of incorporation: _____

b. State of incorporation: _____

c. President's name: _____

d. Vice President's name(s): _____

e. Secretary's name: _____

f. Treasurer's name: _____

3. If your organization is a partnership, answer the following:

a. Date of organization: _____

b. Type of partnership (if applicable): _____

c. Name(s) of general partner(s): _____

4. If your organization is individually owned, answer the following:

a. Date of organization: _____

b. Name of owner: _____

5. If the form of your organization is other than those listed above, describe it and name the principals:

If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

6. LICENSING

a. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

b. List jurisdictions in which your organization's partnership or trade name is filed.

7. EXPERIENCE

a. List the categories of work that your organization normally performs with its own forces.

b. 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", please furnish details of all such occurrences including name, address, phone number, and contact person of owner, architect or engineer, and surety, and name and date of project.

No _____

Yes _____, If yes, attach details described above.

c. 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", please furnish details of all such occurrences including name, address, phone number, and contact person of owner, architect or engineer, and surety, and name and date of project.

No _____

Yes _____, If yes, attach details described above.

d. Within the last five (5) years, has your organization or any of its officers prosecuted any Claim, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them?

No _____

Yes _____, If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.

e. List construction projects your organization has in progress at this time, giving the name of project, contact name and its telephone number, original contract amount, percent complete and scheduled completion date.

Project Name	Contact Name and Phone Number	Original Contract Amount	Percent Complete	Scheduled Completion Date

f. Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than Owner's project. If there are more than ten (10) of these projects, only provide information on the most recent ten (10) projects, including current projects.

Project Name	Final Contract Amount	Owner's Name and Phone Number	Design Professional's Contact Name and Phone Number	Project Completion Date

g. State average annual amount of construction work your organization has performed during the last five years.

h. If any of the following members of your organization's management—president, chairman of the board, or any director—operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.

i. List the construction education, training, and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Architect, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and Owner of each project.

List name and construction experience of the principal individuals of your organization.

j. _____

8. REFERENCES

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

a. A surety:

Name _____

Contact _____

Address _____

Phone No. _____

Financial Reference _____

b. A bank:

Name _____

Contact _____

Address _____

Phone No. _____

Financial Reference _____

c. A major material supplier:
Name _____

Contact _____

Address _____

Phone No. _____

Financial Reference _____

9. FINANCING

a. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses)

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

b. Name and address of firm preparing attached financial statement, and date thereof.

c. Is the attached financial statement for the same organization named on page one?

d. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

e. Will the organization whose financial statement is attached act as a guarantor of the contract for construction?

CERTIFICATION. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate, and not misleading.

Dated at _____, this _____ day of _____, 20__.

Name of organization: _____

By: _____

Signature: _____

Title: _____

SEAL

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

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

NOTARY PUBLIC

My Commission Expires: _____

END OF SECTION

SECTION 00450

DRUG-FREE WORKPLACE COMPLIANCE AFFIDAVIT FORM
(O.R.C. § 153.03 - § 153.031)

I, _____, the _____ of _____
(name) (title) (corporation/company name)

on behalf of said corporation/company and in accordance with O.R.C. § 153.03 and

§ 153.031, hereby swear and certify that _____ is enrolled
(corporation/company name)

and in good standing with the Ohio Bureau of Workers' Compensation Drug-Free
Workplace Program, or in a comparable program, called _____,
(name of comparable program)

which has been approved by the Bureau of Workers' Compensation.

I further certify and acknowledge that _____ understands
(corporation/company name)

that this compliance form shall be incorporated into and become a part of the contract
between the public contracting authority and _____, as
(corporation/company name)

Contractor, if the said corporation/company is the Successful Bidder on the

_____ Project.
(name of Project)

The Contractor hereby additionally certifies, agrees, and acknowledges that it is
hereby contractually responsible to the public contracting authority for taking whatever
measures are legally necessary to ensure that its Subcontractors, and any subsequent
tier of Subcontractors, are also enrolled and in good standing with the Ohio Bureau of
Workers' Compensation Drug-Free Workplace Program, or with a comparable Bureau
approved program, prior to the provision of any labor on the _____
(name of Project)
Project by any Subcontractor of any tier.

Further Affiant Sayeth Naught.

(signature of Affiant)

(printed or typed name of Affiant)

For: _____
(name of corporation/company/contractor)

Its: _____
(title of Affiant)

Sworn to and subscribed before me, a Notary Public in and for the State of

, on this _____ day of _____, _____ by _____
as his/her voluntary act and deed.

(Affiant)

Notary Public

END OF SECTION

SECTION 00491

DISCLOSURE POLICY

The Board of County Commissioners of Montgomery County, Ohio, has adopted a disclosure policy which requires persons or business contracting with the Board of County Commissioners of Montgomery County, Ohio, to disclose to the Board any business and/or family relationship which the contracting party has with any public official, or person employed by any public official in Montgomery County, Ohio. Immediate family relationships, for disclosure purposes, is defined as spouse; children; parents (natural and by-law); and siblings (natural and by-law). Disclosure of this information will not necessarily preclude the award of a contract to the undersigned. The undersigned party, in accordance with intent of Resolution No. 88- 1276 adopted by the Board of County Commissioners, Montgomery County, Ohio on July 6, 1988, agrees to disclose, to the best of its knowledge and ability, the following information:

CORPORATION

The identity of any county official, county employee, or member of a county official or county employee's immediate family, who hold(s) a position of responsibility being defined as position having decision making capacities including but not limited to a member of the board of directors, officer of the corporation, or trustee;

PARTNERSHIP

The identification of person(s) employed by the partnership and or the names(s) of any of the immediate family who is, or who are, also simultaneously employed by a public official of Montgomery County, Ohio, or public office or agency of Montgomery County, Ohio;

CONSULTANT

The identification of person(s) employed by the consultant and or name(s) of the consultant's immediate family who is, or who are, also simultaneously employed by any official of Montgomery County, Ohio, or public office or agency of Montgomery County, Ohio.

JOINT VENTURE

The identity of individuals of corporations, partnerships or consultants as defined above of which said corporations, partnerships or consultants are a party of a joint venture.

Should the undersigned party have knowledge or information concerning the above categories, the undersigned party is to submit this acknowledgement form with a detailed explanation of the names of the parties involved and the particular relationship. Please check the appropriate box.

DOES NOT APPLY

DOES APPLY AND EXPLANATION
ATTACHED

SIGNATURE_____ SIGNATURE_____

TITLE_____ TITLE_____

END OF SECTION

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