

**SPECIFICATIONS &  
CONTRACT DOCUMENTS  
FOR**

**GERHARDT CIVIC CENTER FIRE ALARM  
SYSTEM**

CITY OF MORaine, OHIO  
MONTGOMERY COUNTY

**JANUARY 2020**

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**LEGAL NOTICE**  
**ADVERTISEMENT FOR BIDS**

The City of Moraine will receive sealed bid proposals for **GERHARDT CIVIC CENTER FIRE ALARM SYSTEM** until Wednesday, 5th February, 2020 at **10:00 a.m.** local time, at the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio, 45439 at which time and place they will be publicly opened and read aloud.

Bid documents are printed or copied to CD on an as-needed basis. A printed copy may be purchased for \$25.00, CDs are \$5.00 and **MUST BE REQUESTED ON OR BEFORE 9:00 A.M. on WEDNESDAY, 5TH January, 2020**, by calling Donna Darner, Maintenance Secretary, at 937-535-1050. Bid documents may be e-mailed at no charge upon request to [ddarner@moraineoh.org](mailto:ddarner@moraineoh.org) on or before **9:00 A.M. WEDNESDAY, 5TH January, 2020**. Requests for bid documents **MUST INCLUDE** the following information before release:

Company name  
Contact name  
Contact e-mail address  
Mailing address  
Phone/Fax numbers

Each proposal shall be signed with the full name and business address of each interested company and shall be accompanied by a security bond issued by a bonding company authorized to do business in the State of Ohio. Bond or certified check must be payable to the City of Moraine as a guarantee that if the proposal is accepted, a contract will be executed and its performance secured by a satisfactory bond in the amount of one hundred percent (100%) of the contract price or irrevocable letter of credit.

The proposal must be made on the forms provided in the Contract Documents, or a copy thereof, with a price quoted for the proposed maintenance services.

City Council reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the bids received, or to accept any proposal which is deemed most favorable to the City of Moraine.

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Mike Davis, City Manager

Advertised:      23rd January, 2020  
                     29th January, 2020

## **BIDDING INFORMATION**

All bids must be submitted on forms provided in this packet. Bids must be regular in every respect and no changes, deletions, or special conditions shall be made or included in the bid form.

Bid documents shall be submitted in a sealed envelope, marked with the Bidder's return address, and be labeled "Bid Documents for Gerhardt Civic Center Fire Alarm System" and addressed as follows:

To: Mike Davis  
City Manager  
City of Moraine  
4200 Dryden Road  
Moraine, OH 45439

**Bid Opening: WEDNESDAY, 5TH FEBRUARY, 2020 at 10:00 a.m. local time.**

No Bidder may withdraw its bid after the specified time of the opening of the bids.

**NO FURTHER INSPECTIONS OR QUESTIONS WILL BE PERMITTED AFTER THE PRE-BID MEETING AND WALK-THROUGH.**

## CONTRACTOR'S ALERT

### REMINDER

If you are the successful bidder for work on any state, county, township, municipal corporation, school district, or other political subdivision of the State of Ohio, please keep in mind that if after award of the contract you are required to perform additional work as a result of the enactment or amendment of any statutes, ordinances, and regulations, including but not limited to those dealing with prevention of environmental pollution, then you are entitled to a change order for the cost of said additional work plus reasonable profit. The owner must issue a change order describing said additional work to you. **NOTE: You are not entitled to payment until an approved change order has been issued.**

## **INSTRUCTIONS TO BIDDERS**

1. Bidding documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Legal Notice or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid for, and contract forms. The proposed Contract Documents consist of the form of agreement between the Owner and Contractor, Conditions of the Contract (General, Supplemental, and other Provisions), Specifications and all Addenda issued prior to the execution of this Contract.
2. The Bidder, by making a Bid, represents that:
  - A. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance herewith.
  - B. The Bidder has read and understands the Bidding Documents or contract documents to the extent that such documentation relates to the work for which the Bid is submitted.
  - C. The Bidder has visited sites, become familiar with local conditions, become familiar with the equipment listed in the Contract Documents, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents and shall report to the Superintendent errors, inconsistencies or ambiguities discovered.
  - D. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
3. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
4. Addenda
  - A. Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.
  - B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
  - C. No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one that includes postponement of the date for receipt of Bids.
  - D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and Bidder shall acknowledge receipt in the Bid.

5. Bidding Procedures – Form and Style of Bids

- A. Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- B. All blanks on the bid form shall be filled in by typewriter or manually in ink.
- C. Where indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. The signer of the Bid must initial alterations and erasures.
- E. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

6. Bidding Procedures – Submission of Bids

- A. All copies of the Bid and other documents required for submission with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.
- E. A Bid must remain open for acceptance for a period of sixty (60) days from the date of bid opening. A bid may be extended thereafter upon mutual agreement of the Owner and the Bidder.

7. Bidding Procedures – Modification or Withdrawal of Bid

- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
  - B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of such Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
  - C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided they are then in full conformance with these Instructions to Bidders.
- 8. The Owner is soliciting Bids pursuant to the bid process. If the Owner awards a Contract, it shall be to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid. The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by any data required by the Bidding Documents, or reject a Bid that is in any way incomplete or irregular.
  - 9. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the bidding Documents, and to determine the low Bidder on the basis of the sum of the base Bid and Alternates accepted.
  - 10. Bidders to whom award of a Contract is under consideration shall submit a Contractor's Qualification Statement.
  - 11. Persons and entities proposed by the Bidder and to whom the Owner and Superintendent have made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with written consent of the Owner and Superintendent.

## **DIVISION I – GENERAL PROVISIONS**

### **Definitions and Terms**

SECTION 1. Whenever used in these specifications, or in any documents or instruments used in connection with a Contract where these specifications govern, the following terms are used (or pronouns in place of them). The intent and meaning of the terms shall be interpreted as follows:

- |     |                    |  |
|-----|--------------------|--|
| 1.  | Owner              | City of Moraine, Ohio  |
| 2.  | Superintendent     | Superintendent, Maintenance Division, City of Moraine, Ohio  |
| 3.  | Inspector          | Authorized representative of Superintendent, Maintenance Division, City of Moraine, Ohio   |
| 4.  | Clerk              | The Clerk of the City of Moraine, Ohio   |
| 5.  | Legal Advisor      | The licensed attorney for City of Moraine, Ohio  |
| 6.  | Bidder             | Any person, firm, partnership, or corporation submitting a proposal for the project, acting directly or indirectly through a duly authorized representative                                      |
| 7.  | Contractor         | The person, firm, partnership, or corporation to whom the Contract is awarded by the Owner, and who is subject to the terms thereof  |
| 8.  | Subcontractor      | A person, firm, corporation, other than the Contractor, supplying labor and materials or labor for work at the site of the project   |
| 9.  | Proposal           | The order of the Bidder to perform the work on the project when made out and submitted on the prescribed proposal form, properly signed and guaranteed   |
| 10. | Contract           | The written agreement between the City of Moraine, and the Contractor covering the performance of the work on the project and furnishing of labor and/or materials in the completion of the work |
| 11. | Project            | The entire public improvements, maintenance, and repairs proposed by the Owner to be completed in part or in whole pursuant to the within Contract.  |
| 12. | Contract Documents | This item includes all statements and provisions described in this text and in any drawings.   |

## **Interpretation of Contract Documents**

SECTION 2. If any person, firm, or corporation who contemplates submitting a proposal for this Contract is in doubt as to the true meaning of any part of the specifications, or other Contract Documents, he may submit to the Superintendent a written request for an interpretation thereof, and the person, firm, or corporation submitting the request shall be responsible for its prompt delivery. No interpretation of these Documents will be made except through an Addendum duly issued by the Superintendent, and a copy of such Addendum will be mailed or delivered to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance of such Addendum prior to the receipt of Bids and such Addendum shall be attached to and become part of these specifications.

## **Personal Examination**

SECTION 3. Bidders are required to satisfy themselves by personal examination of the Contract Documents and investigation at the sites of the proposed work as to the conditions existing and the difficulties likely to be encountered in the completion of the work.

No pleas of ignorance of conditions that exist or may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for extension of time.

## **Proposals**

SECTION 4. Any bidder may withdraw its Proposal, providing its written request is received by the Owner prior to the specified time of the opening of bids, or it may change or modify its Proposal in the same manner in which such Proposal was originally submitted, but no bidder may withdraw its Proposal after the specified time of the opening of bids. Proposals received after the specified time of the bid opening will be returned to the bidder unopened.

Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if the telegram is received in writing by the Owner prior to the specified time of the opening of bids.

## **Preparation and Submission of Bids**

SECTION 5. All bids shall be submitted on the forms furnished or copies thereof. An authorized representative of the bidder shall sign the documents in ink. Erasures or changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the Owner; however, the

Owner reserves the right to accept or to reject any or all Proposals and to waive defects or technicalities as Owner may deem best for this interest.

Whenever in any Contract Documents an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, it is done for the express purpose of establishing a basis for the type of function, quality, durability and efficiency, and not for the purpose of limiting competition.

Proposals with all required supporting documents shall be sealed in an envelope that shall have the following information inscribed: the name of the bidder, bid for (give title as advertised), bid opening date.

### **Competency of Bidders**

SECTION 6. The Owner requires that the bidder shall furnish satisfactory evidence that bidder has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form "Experience Statement." The Contract shall be awarded to the bidder that offers the lowest and best Proposal as determined by the Owner.

### **Proposal Considerations**

SECTION 7. The Owner reserves the right to accept, to reject, or waive any informalities in any Proposal made for the service considered herein. Bids will remain open for sixty (60) days for the Owner to evaluate Bids.

### **Final Award**

SECTION 8. The Contract shall be considered to have been awarded and binding upon the contracting parties on or after the date of the "Notice of Award" from the Owner. The Contractor shall, within twenty (20) business days from the date of the acceptance of the Bid, furnish to the Owner a copy of the required proof of Insurance Coverage; and shall sign the "Form of Contract." The Contract shall be considered as awarded after the Contract has been signed by the legally authorized representative(s) of the Owner; the Owner is satisfied as to the proof of insurance coverage; and the authorized representative(s) of the Owner have affixed their signature(s) thereto.

### **Forfeiture of Contract**

SECTION 9. If the person or persons to whom the Contract has been awarded has not executed the "Form of Contract" and provided the Proof of Insurance within twenty (20) business days as specified in the section entitled "Final Award," the person or persons shall be considered in default thereof. The project may then be re-advertised or let to the next lowest or next best bidder, as the Owner may determine.

## **Subcontracting**

SECTION 10. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are not performed by a general contractor, provided:

- a. The Contractor shall not award any work to any subcontractor without prior approval of the Owner.
- b. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the Contractor.
- c. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- d. Nothing contained in these Contract Documents shall create any contractual relationship between the Owner and the subcontractor.

## **Contractor's and Subcontractor's Insurance**

SECTION 11. The Contractor and/or subcontractor on this work will be required to take out and maintain during the life of this Contract, the comprehensive commercial insurance listed below, and approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the Owner and authorized representatives from all claims incurred by the action(s) of the Contractor and/or subcontractors in completion of this work.

- I. Compensation and Employees' General Liability Insurance  
The Contractor shall procure and shall during the life of this Contract hold Workers Compensation coverage for all of Contractor's employees to be engaged in work under this Contract; and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation coverage for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers Compensation coverage. The Employees Liability limit shall be as provided by statutory requirements of the State. In case any class of employees is engaged in hazardous work protected under the Workers Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's General Liability Insurance for the protection of such of his employees not otherwise protected.

II. Public Liability and Owner's or Contractor's Protective Insurance

The Contractor shall take out and maintain this type of insurance and shall require any of his subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them.

A. (Comprehensive) Automobile Liability Coverage:

- i. Bodily injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident.
- ii. Property damage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for each accident.

B. (Comprehensive) General Liability Coverage:

- i. Bodily injury including wrongful death in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each accident, and
- ii. Property damage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, and an aggregate liability of Two Hundred Fifty Thousand Dollars (\$250,000.00).

III. Scope of Insurance and Special Hazards

The insurance required under paragraph II hereof shall be primary insurance and provide adequate protection for the Owner, its elected officials, employees, or volunteers, Contractor and subcontractor respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by Contractor, and also against any of the special hazards which may be encountered in the performance of the Contract. Each of the aforesaid policies shall include the Owner as named insured and will provide that such policy will not be canceled until after the Owner shall have been given twenty (20) business days written notice of the proposed cancellation. Contractor's insurance shall be the primary insurance, and any insurance maintained by Owner, its elected officials, employees, or volunteers shall be excess to the Contractor's insurance and shall not contribute to it.

Contractor agrees to hold Owner harmless and indemnify Owner, its elected officials, employees, and volunteers for any and all claims

resulting from the actions of the Contractor, its officials, employees, volunteers, and any subcontractors.

### **Laws, Ordinances, and Regulations**

SECTION 12. The Contractor shall keep fully informed of and shall carefully observe and comply with all federal, state, county, city and local laws, ordinances, rules, permits, licenses, or inspections; the employment of and payment for all labor; the legal rights of all workers employed under this Contract; and any other items which in any manner affect the conduct of the work; and all such orders or decrees that exist at present, or those which may be enacted later, or bodies or tribunals having any jurisdiction or authority over the work, and the Contractor will be required to indemnify and save harmless the Owner and all his officers and agents against any claim or liability arising from or based upon any violation of any such law, ordinance, regulation, order or decree, whether by Contractor or Contractor's employees or subcontractor. Should the Contractor at any time find that any requirement of this Contract is at variance with applicable laws, ordinances, or building code requirements, Contractor shall promptly notify the Owner, and any necessary adjustment of the Contract will be made as specified under the section herein entitled "Changes in the Work."

### **Patents**

SECTION 13. The Contractor will be required to indemnify, keep and save harmless the Owner and his officers and agents from all liabilities, judgments, costs, damages, or claims for damages which may arise from the infringement of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the performance of the work under this Contract, or by reason of the use of patented designs furnished and incorporated into the work by the Contractor and accepted by the Owner, excepting equipment furnished by the Owner.

In the event that any claim, suitor action at law, or equity of any kind whatsoever is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain from the money due and/or to become due to the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the Owner, to protect Owner against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.

### **Taxes**

SECTION 14. The Contractor will be required to pay, without additional expense to the Owner, all federal, state, local sales, and any other taxes that may be applicable to the work under this Contract, excepting any taxes and assessments on the real property comprising the sites of the projects. The Owner will provide State Sales Tax Exemption for materials or equipment incorporated in the work where such is applicable.

## **Assignments**

SECTION 15. The Contractor may not assign the whole or any part of this Contract or any moneys due and/or to become due hereunder without written consent of the Owner and/or of all sureties executing any bonds on behalf of the Contractor. In case the Contractor should assign all or any part of moneys due and/or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any moneys due and/or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

## **Mutual Responsibility of Contractor**

SECTION 16. If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor suffers loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. However, if such other Contractor or subcontractor should assert claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor in writing, and the Contractor hereby indemnifies and saves harmless the Owner against any such claims.

## **Supervision of the Work by Contractor**

SECTION 17. The Contractor shall personally supervise the work or furnish at all times a duly authorized representative, who shall receive and execute all orders given by the Superintendent. Such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Supervisory personnel must be available locally, twenty-four (24) hours a day, seven (7) days a week, until the term of this Contract has expired.

## **Control of Work by Owner**

SECTION 18. The Owner will control the work under this Contract through the Superintendent or his duly appointed representative.

The Contractor shall at all times provide to the Superintendent any papers, receipts, or work orders pertaining to work under this Contract, showing that such work is being performed and is being done strictly in accordance with specifications.

The Superintendent, or his authorized representative, shall in all cases determine the amount, quality, acceptability, and fitness of the kinds of work and materials which are used under terms of this Contract. He shall also determine all questions in relation to said work and the performance thereof and decide every question which may arise relative to the fulfillment of this Contract on the part of the Contractor.

The Superintendent, or his authorized representative, reserves the right to inspect the materials furnished and work done under this Contract. He is also hereby empowered to reject and refuse all work and materials and the method of application of any part thereof that does not comply in any manner with specifications or drawings. The inspection approval, or acceptance of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter, during the existence of this Contract, should said work or materials be found not in accordance with this Contract.

The absence of the Superintendent or his duly authorized representative from the site of the work for any reason whatsoever does not relieve the Contractor from his responsibility for compliance with all terms of these specifications and Contract obligations.

Should defective work or materials be suspected, the Contractor shall make available the finished work for the purpose of examination as the Superintendent or his authorized representative designates. Should the work prove unsatisfactory, the Contractor will take immediate action to correct the work to the satisfaction of the Owner.

If the Contractor neglects or refuses to correct the work within three (3) business days of notification of said defective workmanship and/or materials, the Superintendent may correct or cause same to be corrected and satisfactorily completed by Contract or otherwise as he may deem expedient, and charge the expense thereof to the Contractor. The expense so charged will be deducted and paid by the Owner out of such moneys as are due or may become due under this Contract, or if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary moneys, they shall be provided by Contractor's insurance.

If in the opinion of the Superintendent, or his designated representative, an emergency arises that jeopardizes continuity of service and/or public health, welfare, or safety, and the Contractor is unable to remedy the situation at the time it exists, the Owner reserves the right to immediately take steps to have the situation remedied and the Contractor shall be liable for all expenses incurred in making these repairs. Notice of such action to Contractor will not be required when such an emergency exists.

### **Changes in Work**

SECTION 19. The Owner reserves the right to make changes in equipment and specifications for the duration of this Contract. The Superintendent shall notify the Contractor in writing about all changes in equipment and specifications.

## **Payments to Contractor**

SECTION 20. The Owner will make payments to Contractor based on the amount specified in the Contract Documents on a monthly basis. Said Contractor will furnish to the Owner a written invoice, mailed or delivered to Owner on a monthly basis, requesting payment for the contracted service. The monthly payment invoices does not waive the right of the Owner to require the fulfillment of the terms of the Contract Documents.

## **Owner's Right to Withhold Certain Amounts And Make Applicable Thereof**

SECTION 21. The Contractor may be required by the Owner to furnish from time to time satisfactory evidence that all persons who have done work or furnished materials under this Contract, or who may have suffered and claimed damage on account of the Contractor's operations, have been fully paid or secured, and in case such evidence is not furnished as aforesaid, the Owner may withhold sufficient amount of any payment otherwise due to the Contractor to cover:

- A. Payments that may be past due or payable for just claims for labor or materials furnished in and about the performance of the work or for damages sustained under this Contract;
- B. Defective work not remedied as hereinbefore provided; and
- C. Failure of the Contractor to make proper payments to subcontractors.

The Owner shall have the right to act as an agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom; and the Owner will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor, but it shall be understood and agreed that the Owner thereby assumes no obligations toward any claimant under this provision.

It is mutually agreed by and between the parties hereto that if the Contractor shall fail to carry out the work in accordance with these Contract Documents, the Owner may retain from the moneys that are, or which may become due said Contractor, the Owner's estimated cost of completion of the work.

## **The Right of Owner to Terminate Contract**

SECTION 22. In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his subcontractors, the Owner may serve written notice upon the Contractor of Owner's intent to terminate such Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) business days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangements for corrections be made, the Contract shall, upon the expiration of said ten (10) business

days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Contractor. The Owner may take over the work and prosecute same to completion by contract for the amount and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials and appliances as may be on the site of the work and necessary therefore.

### **Other Contracts**

SECTION 23. The Owner reserves the right to allow other work or to enter into other Contracts for work or materials to be constructed or placed in or about the work herein described, and to order the start and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor for the work herein described agrees to allow the construction of or progress of the work under such other Contracts, under such arrangements for joint occupation of the site of the work as the Superintendent may approve. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's work; but, if in the judgment of the Superintendent the joint occupation of the site of the work by two (2) or more Contractor's working on different Contracts at the same time actually impeded progress of the work herein described, then, with the approval of the Owner, the specifications for completion of the work may be altered.

### **Suspension of Work**

SECTION 24. The Owner reserves the right to suspend the whole or any part of the work to be done hereunder if work is not proceeding in accordance with the Contract Documents, without compensation to the Contractor for such suspension. The Superintendent shall issue such suspension in the form of a written "Stop Order."

### **No Waiver of Contract**

SECTION 25. Neither an extension of time for any reason beyond the terms of the Contract Documents, nor the acceptance of the whole or any part of the work by the Superintendent, shall be deemed to be a waiver by the Owner of the right to abrogate this Contract for abandonment or delay in the manner therein provided.

### **Delays**

SECTION 26. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of the contractor, including, but not restricted to acts of God, or the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall, within ten (10) business days from the beginning of such delay, notify the Owner in writing of the causes of

delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive to the parties thereto.

### **No Estoppel**

SECTION 27. Neither the Owner nor his appointee shall be precluded or estopped by any return or certificate made or given by the Owner or his appointee under any provisions of this Contract, at any time (before the expiration of this Contract) showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this Contract, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not conform to the Contract Documents, and the Owner shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor any damages which may be sustained by reason of his failure to comply with the Contract Documents.

The final inspection of the work covered by the Contract Documents shall not be binding or conclusive upon the Owner if it subsequently appears that Contractor has willfully or fraudulently or through collusion with the representatives of the Owner in charge of the work, supplied inferior materials or workmanship, or has departed from the terms of the Contract Documents, notwithstanding the acceptance of said work and the payment by the Owner of required monthly Contract amounts.

### **Guarantee of Work**

SECTION 28. The Contractor shall guarantee all the work for a period of one (1) year from the date of expiration of the Contract or from the date of particular work against defects resulting from use of inferior materials, equipment, or workmanship.

The Contractor will be required during the life of the Contract to make all repairs in the guaranteed work, which in the opinion of the Owner are necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract Documents.

The Contractor shall promptly, upon receipt of notice from the Owner and without expense to the Owner, remove and replace all unsatisfactory work with suitable materials and equipment.

Failure by the Contractor to proceed with these terms shall be sufficient reason for the Owner to have the defects corrected, and the Contractor shall be liable for all expenses incurred by the corrections.

### **Release of Claims**

SECTION 29. The Contractor will be responsible for obtaining from his subcontractors the affidavits and release of liens, if any, for the subcontractor's portion of the work. The subcontractor's affidavits and releases of liens shall be made out jointly to the Contractor and to the Owner.

### **Contract Release**

SECTION 30. The Contractor's acceptance of payment shall operate as, and shall be a release to the Owner and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or relating to or affecting the work under these Contract Documents, or for any act and neglect of the Owner, or of any person relating to or arising out of the work. No payments, final or otherwise, shall operate to release the Contractor from any obligations under these Contract Documents.

### **Legal Requirements**

SECTION 31. The intent of these Contract Documents is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein.

### **Protecting Existing Buildings and Structures**

SECTION 32. The Contractor shall, at his own expense, shore up and protect any buildings, or other public or private structures that may be encountered or endangered in the prosecution of the work. He shall repair and make good any damage caused to any such property by reason of his operations.

### **Accident Prevention**

SECTION 33. The Contractor shall be held responsible for all accidents and shall indemnify and protect the Owner from all suits, claims and action brought against it, and all cost for liability to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or in caring for the same, or from any improper or inferior workmanship or materials used.

The Contractor shall exercise every precaution at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. This protection includes barricades and warning signs as needed.

The Contractor shall comply with the safety provisions of applicable laws and building codes. All hazards connected with the use or installation of machinery and equipment shall be guarded against or eliminated in accordance with applicable laws and building codes.

### **Work Site Availability**

SECTION 34. The Contractor is required to become familiar with the locations and areas that are available for the commencement of work in order to prepare work schedules accordingly and to commence work on available sites.

### **Anti-Discrimination Clause**

SECTION 35. The Contractor agrees:

1. that in hiring of employees for the performance of work under this Contract or any subcontractor, no Contractor, subcontractor, or any person acting on his behalf shall, by reason of race, sex, creed or color, discriminate against any citizens of the State in the employment of labor or workers who is or are qualified and available to perform the work involved within the Contract;
2. that no Contractor, subcontractor, or any person acting on his behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under this Contract on account of race, sex, creed or color.

### **Wage Rates**

SECTION 36. The Contractor or subcontractors will be required to pay each laborer, workman or mechanic engaged in work on the Project under this Contract not less than the minimum basic hourly wage rate plus certain fringe benefits, as predetermined by the Department of Industrial Relations of the State of Ohio in accordance with Section 4115.03 through 4115.16 of the Ohio Revised Code. The current schedules for the prevailing wages for this area in Ohio are considered part of these Contract Documents. Each Contractor must comply with all sections of 4115 of the Ohio Revised Code.

The Contractor shall post on the exterior of the Contractor's office the prevailing wage schedule. The wage schedule shall be placed in a conspicuous location protected from the weather and elements.

The Contractor or Contractors must, prior to final payment, file a notarized affidavit certifying that the prevailing wages have been paid on this project.

**DETAILED SPECIFICATIONS – Scope of work**

**SEE ATTACHED BID SPECIFICATIONS**

## PROPOSAL for:

### *GERHARDT CIVIC CENTER FIRE ALARM SYSTEM*

The undersigned, \_\_\_\_\_, having carefully inspected the sites and locations of the work proposed to be performed, and also the premises at and adjacent to the location of the proposed work and specified equipment and conditions thereof, and having also carefully examined the "Notice to Contractor," "Instruction to Bidders," "Form of Contract," "General Provisions," and the detailed specifications which shall govern the work to be done, NOW PROPOSES to furnish any and all materials, tools, labor, transportation, machinery, appliances and/or necessary appurtenances, and to prosecute to full completion the work called for under the Contract Documents, all upon the terms and the conditions and provisions set forth in the "Instructions to Bidder," "Form of Contract," "Contract Bond," and "General Provisions," detailed specifications of this Proposal; and in consideration thereof to accept from the Owner as full payment for the completion of each specified item and any required maintenance thereof as hereinafter provided, the price quoted for each item for work completed, the price of labor and materials to be stated separately.

The undersigned \_\_\_\_\_ agrees that if this Proposal shall be accepted, he will be prepared to discuss with the Owner in detail any matters relating to special features and the methods he proposes to follow for the general conduct of the work; that he will within twenty (20) business days after notice of acceptance of bid, complete the Contract Form with the Owner for the performance of the work and furnish evidence of required insurance policies.

The undersigned \_\_\_\_\_ hereby certifies that no person interested in this Proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no member of the City of Moraine or any other person in the employ of said City is directly or indirectly interested therein, or in any portion thereof, and he will, if required by the Owner, execute and submit from himself as Principal Contractor and from any subcontractor, the non-collusion affidavits as provided herein.

---

**SUM PROPOSAL PRICE FOR:**  
***GERHARDT CIVIC CENTER FIRE ALARM SYSTEM***

\_\_\_\_\_ DOLLARS,  
(\$\_\_\_\_\_).

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_

(SEAL)

Official Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Telephone Number)

## **Bid Guaranty and Contract Bond**

(ORC 153.571)

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

\_\_\_\_\_, as Principal and

\_\_\_\_\_, as Surety, are hereby

held and firmly bound unto the *City of Moraine* as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on

\_\_\_\_\_ to undertake the Project known as the

### ***GERHARDT CIVIC CENTER FIRE ALARM SYSTEM***

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 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a bid for \_\_\_\_\_

\_\_\_\_\_

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 and specifications; and in the event the Principal pays to the Obligee the difference not to exceed ten 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 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 of the penalty hereof between the amount specified in the bid, or the costs, in connection with resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after award of the contract enters into a proper contract in accordance with the bid and specifications, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID \_\_\_\_\_ shall well and faithfully do and perform the things agreed by the *City of Moraine, Ohio* 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; 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 or specifications therefore shall in any way affect the obligations of said Surety on its bond.

Principal:

Surety:

\_\_\_\_\_

\_\_\_\_\_

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

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

Title:\_\_\_\_\_

Title:\_\_\_\_\_

## EXPERIENCE STATEMENT

The Bidder is required to state in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done, to give references and such other detailed information as will enable the Owner to judge his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following: evidence to the effect that the Bidder maintains a permanent place of business, has adequate equipment available for the work under the proposed contract, evidence to the effect that the Bidder has suitable financial status to meet obligations incidental to the work, evidence to the effect that the Bidder has appropriate technical experience and has in his employ a sufficient number of skilled and trained workers to carry to completion the work to be done under this contract.

[illegible]

## AFFIDAVIT

Regarding payment of Montgomery County Personal Property Taxes (Bidder to complete and execute either Part A or Part B).

STATE OF \_\_\_\_\_)

) SS:

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

**Part A.** That \_\_\_\_\_, being duly sworn, affirms that as of \_\_\_\_\_, 2020, \_\_\_\_\_ is not charged with any delinquent personal property taxes on the general tax list of personal property of Montgomery County, Ohio.

\_\_\_\_\_  
Bidder

**OR** \_\_\_\_\_

**Part B.** That \_\_\_\_\_, being duly sworn, affirms that \_\_\_\_\_ is currently charged with Montgomery County delinquent personal property taxes in the amount of \$\_\_\_\_\_ with interest in the amount of \_\_\_\_\_, and penalties in the amount of \$\_\_\_\_\_, due to said Montgomery County, Ohio.

\_\_\_\_\_  
Bidder

**SWORN TO** and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Ohio.  
My commission expires: \_\_\_\_\_

**NOTE:** If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Director of Finance to the County Treasurer within thirty (30) days of the date it is submitted.

**NOTE:** A copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to said contract unless such statement has been incorporated as a part thereof.

**Affidavit of Compliance**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

) SS:

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

\_\_\_\_\_, being first duly sworn, deposes and says that

he/she is the \_\_\_\_\_ (sole owner, partner, president,

secretary, etc.) of \_\_\_\_\_, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; and that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against any company, person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true. Further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

**SWORN TO** and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, \_\_\_\_\_  
state

My commission expires: \_\_\_\_\_

**AFFIDAVIT**

(TO BE COMPLETED IF THE CONTRACTOR IS A CORPORATION)

STATE OF \_\_\_\_\_)

) SS:

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

\_\_\_\_\_, being duly sworn, deposes and says that

he/she is \_\_\_\_\_ (president, secretary, etc.) of

\_\_\_\_\_, a corporation organized and existing

under and by virtue of the laws of the State of \_\_\_\_\_, and

having its principal office at \_\_\_\_\_,  
(number and street)

\_\_\_\_\_,  
(city) \_\_\_\_\_, (state)

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

by-laws of \_\_\_\_\_.  
(name of corporation)

Affiant further states that \_\_\_\_\_, \_\_\_\_\_,  
(name) (title)

of the corporation, is duly authorized to sign the contract for the provision of services for  
the **GERHARDT CIVIC CENTER FIRE ALARM SYSTEM**

or said corporation by virtue of

\_\_\_\_\_  
(State whether a provision of bylaws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

\_\_\_\_\_  
Affiant

**SWORN TO** and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, \_\_\_\_\_  
state

My commission expires: \_\_\_\_\_

## AFFIDAVIT

### **Drug and Alcohol Abuse Prevention and Testing Policy and Procedure**

This Affidavit is required when needed regarding existence of a program and compliance with the Omnibus Transportation Employee Testing Act of 1991 (the "Act"). The Act requires that any bidder who supplies operators of safety sensitive equipment provide a **Drug and Alcohol Abuse Prevention and Testing Policy and Procedure**. The program shall provide the minimal standards as stated in the Act and cover such issues as pre-employment, reasonable suspicion, random, post-accident, return-to-work, and follow-up testing of safety-sensitive employees.

The bidder is to complete and have notarized this Affidavit if successful in receiving the contract and may be required to provide a copy of the policy.

STATE OF \_\_\_\_\_)

) SS:

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

\_\_\_\_\_, being duly sworn, affirms that as of

\_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ has developed and implemented a Drug and Alcohol Abuse Prevention and Testing Policy and Procedure in compliance with the Act.

\_\_\_\_\_  
Affiant

**SWORN TO** and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_County, \_\_\_\_\_  
state

My commission expires: \_\_\_\_\_

**NOTE:** A copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to said contract unless such statement has been incorporated as a part thereof.

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS:

Personally appeared before me the undersigned, as an individual or as a

representative of \_\_\_\_\_ for a  
(Name of Entity)

contract for **GERHARDT CIVIC CENTER FIRE ALARM SYSTEM**

to be let by the City of Moraine, who, being duly cautioned and sworn, make 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 have **individually** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services 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 any member of the City of Moraine Council or their individual campaign committees:
  - a) myself;
  - b) any partner or owner of the partnership or other unincorporated business (if applicable);
  - c) any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
  - d) any trustee of the trust (if applicable);
  - e) any administrator or executor of the estate (if applicable);
  - f) any owner of more than 20% of the corporation or business trust (if applicable);
  - g) each spouse of any person identified in (a) through (f) of this section;
  - h) each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
- 2) That none of the following have **collectively** made within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services 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, one or more campaign contributions totaling in excess of \$2,000, to any member of the City of Moraine Council or their individual campaign committees:
  - a) myself;
  - b) any partner or owner of the partnership or other unincorporated business (if

applicable);

- c) any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
  - d) any trustee of the trust (if applicable);
  - e) any administrator or executor of the estate (if applicable);
  - f) any owner of more than 20% of the corporation or business trust (if applicable);
  - g) each spouse of any person identified in (a) through (f) of this section;
  - h) each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
  - i) any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section;
  - j) Any combination of persons identified in (a) through (i) of this section;
- 3) I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

The requirements of Ohio Revised Code Section 3517.13 are only applicable to contributions made on or after April 4, 2007 (Section 631.05, Amended Substitute Ohio House Bill 119).

## Affidavit of Insurance

STATE OF \_\_\_\_\_ )  
 ) KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day, personally appeared

\_\_\_\_\_, who being duly sworn, stated that  
(Affiant)

he/she is \_\_\_\_\_, of \_\_\_\_\_,  
(Title) (Contractor's Company Name)

the Contractor named and referred to within the Contract Documents; that he/she is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

\_\_\_\_\_  
Affiant

SWORN AND SUBSCRIBED before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

In and for the County of \_\_\_\_\_  
State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\*\*\*\*\***FOR INSTRUCTIONAL USE ONLY**\*\*\*\*\*

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

Department of Public Safety Divisions:

Administration

Ohio Bureau of Motor Vehicles

Ohio Emergency Management Agency

Ohio Emergency Medical Services Ohio Homeland Security\*

Ohio Investigative Unit

Ohio Criminal Justice Services

Ohio State Highway Patrol

\* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\***FOR INSTRUCTIONAL USE ONLY**\*\*\*\*\*

# GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

## DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/non-assistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

## COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ( )		WORK PHONE ( )		

## COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE ( )	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

## DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- |   |     |    |
|---|-----|----|
| 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  | Yes | No |
| 2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? | Yes | No |
| 3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?                                  | Yes | No |
| 4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  | Yes | No |

- |   |                  |
|---|------------------|
| <p>5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?</p>  | <p>Yes    No</p> |
| <p>6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?</p> | <p>Yes    No</p> |

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

## CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE <div style="font-size: 24px; font-weight: bold; margin-top: 5px;">X</div>	DATE
--	------

## FORM OF CONTRACT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by  
and between the *City of Moraine, Ohio*, hereinafter called the "Owner" and  
\_\_\_\_\_ hereinafter called the "Contractor."

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the said Owner for the consideration hereinafter named, to furnish all the materials and do all of the work of whatever kind necessary to complete, in a good, substantial, and workmanlike manner, ready for use, and in strict accordance with the specifications on file in the office of the Maintenance Superintendent, and subject to all the terms and conditions of said specifications, and to the approval of said Superintendent, for the provision of services for the

### ***GERHARDT CIVIC CENTER FIRE ALARM SYSTEM***

The Owner agrees to pay, and the Contractor agrees to accept as full compensation, satisfaction, and discharge for all work done and material furnished, and also for all costs and expenses incurred and losses or damages sustained by reason of the action of the elements or because of the nature of the work or because of any unforeseen obstruction or difficulty encountered in the prosecution of the work, herein as specified and also for well and faithful completion of the work, and the whole thereof, in accordance with the terms, conditions and provisions of this contract and the instructions, orders, and directions of the Superintendent hereunder, and also for maintaining the work in good condition, except extra work which shall be paid for as provided in the General Conditions and except as in this Contract otherwise specifically provided, a sum of money equal to the amount of the actual work furnished, as determined by the Superintendent, as set forth in the Proposal attached hereto.

**WITNESSETH**, that in consideration of the sums of money herein specified to be paid by the

CONTRACTOR:

OWNER:

\_\_\_\_\_  
(name of company) City of Moraine

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

By: \_\_\_\_\_  
Mike Davis

\_\_\_\_\_  
(title)

City Manager  
(title)

Contract approved as to form \_\_\_\_\_

**CERTIFICATE OF FISCAL OFFICER**

As Fiscal Officer for the City of Moraine, Montgomery County, Ohio, I hereby certify that funds in the amount of \_\_\_\_\_ have been lawfully appropriated for the purpose of meeting the obligations of this contract with \_\_\_\_\_ duly authorized by Resolution No. \_\_\_\_\_ approved by the City of Moraine Council, Montgomery County, Ohio, and that they are in the treasury or in the process of collection to the credit of the City of Moraine free from any previous encumbrances.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_Don Buzeck\_\_\_\_\_, Fiscal Officer  
for the City of Moraine,  
County of Montgomery,  
State of Ohio