

NOTICE OF AWARD

To: _____

Date: _____, 20__

Project Description: _____

The OWNER has considered the Bid submitted by you on _____, 20__ (Bid Date) for the above described work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Bonds (if applicable) and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within 10 calendar days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

OWNER

By _____
CONTRACTOR

By _____

this the _____ day of _____ 20__

Name _____

Title _____

By _____

Name _____

Title

Copy: Contractor's Surety
Surety's Agent

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between _____ (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Work associated with this contract generally includes 2,850 linear feet of 8-inch CIPP sewer lining, 1,320 linear feet of 10-inch CIPP sewer liner, 170 vertical feet of manhole rehabilitation coating, 60 customer service reinstatements, and other necessary appertaining work.

The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Tallmadge, Ohio
Evergreen-Sunset View Sewer Lining

Article 2. ENGINEER/ARCHITECT.

For this agreement, the ENGINEER/
ARCHITECT is designated as:

Burgess & Niple, Inc.
50 South Main Street, Suite 600
Akron, OH 44308

who is hereinafter called ENGINEER/ARCHITECT and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER/ARCHITECT in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1. The work will be completed and ready for final payment within 135 calendar days after the date when the Contract Time commences to run, as provided in the Notice to Proceed and in paragraph 14.07.B and 14.07.C of the General Conditions.

3.2. LIQUIDATED DAMAGES.

1. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.
2. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the work is not completed on time.
3. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the sum of \$300.00 for each consecutive calendar day that expires after the time specified in paragraph 3.1, or any proper extension thereof granted by OWNER for completion and readiness for final payment.

Article 4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds of \$_____, in accordance with the Bid Schedule as awarded by the OWNER as included herein, subject to additions and deductions by Change Order and quantities actually performed.

Article 5. PAYMENT PROCEDURES.

- 5.1 **APPLICATION FOR PAYMENT.** CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER/ARCHITECT as provided in the General Conditions.
- 5.2 **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ENGINEER/ARCHITECT monthly during construction as provided in the General Conditions. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price work based on the number of units completed).
- 5.3 **FINAL PAYMENT.** Upon final completion and acceptance of the work in accordance with paragraphs 14.07.B and 14.07.C of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER/ARCHITECT as provided in said paragraphs 14.07.B and 14.07.C.

Article 6. INTEREST. All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate provided by law at the place of the project.

Article 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work.
- 7.3. CONTRACTOR 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.
- 7.4. CONTRACTOR has examined and agreed with provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and underground facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of Section 00 70 00, "General Conditions," and Section 00 73 00, "Supplementary Conditions."
- 7.5. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional 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 CONTRACTOR and safety precautions and programs incident thereto.
- 7.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the work as indicated in the Contract Documents.
- 7.7. CONTRACTOR has correlated the information known to CONTRACTOR, 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.
- 7.8. CONTRACTOR has given ENGINEER/ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER/ARCHITECT is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1. This Agreement.
- 8.2. Exhibits to this Agreement.
- 8.3. Procurement and Contracting Requirements, Specifications and Supplemental Specifications as listed in Section 00 01 09, "Table of Contents," from Division 0 through Division 48 prepared or issued by Burgess & Niple, Inc., dated _____, 20__ and revised _____, 20__.
- 8.4. Drawings prepared by _____, numbered _____ through _____, dated _____, 20__ and revised _____, 20__.

8.5. ADDENDA:

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

8.6. All completed forms including procurement forms and contract forms as listed in Section 00 01 09, "Table of Contents."

8.7. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04.A and 3.04.B of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04.A or 3.04.B of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed _____ copies of this Agreement. _____ counterparts each have been delivered to OWNER, CONTRACTOR, and ENGINEER/ARCHITECT.

The effective date of this Agreement shall be _____, 20__.

OWNER:

By _____
Name _____
Title _____

(SEAL)

ATTEST:

By _____
Name _____
(Please Type or Print)
Title _____

Address for giving notices

CONTRACTOR:

By _____
Name _____
Title _____
Address _____

Telephone _____
Employer Identification No. _____
Contractor's License No. _____
(If a corporation, a second officer must sign.)
By _____
Name _____
(Please Type or Print)
Title _____

(SEAL)

ATTEST:

By _____
Name _____
(Please Type or Print)
Title _____

Address for giving notices

(If CONTRACTOR is a corporation, attach
evidence of authority to sign.)

CONTRACT PRICE

Name of Project: _____

Owner: _____

Contractor: _____

The following items in the proposal and Bid of the Contractor are included in the award of this Contract:

Item	Description	Quantity	Unit	Unit Price	Amount
TOTAL BID ITEMS (1 THROUGH ____)				\$	_____

ADD/DEDUCT FOR ALTERNATE BID ITEMS

Item	_____			\$	_____
	_____				_____
	_____				_____

TOTAL FOR ALTERNATES (ADD)(DEDUCT) \$ _____

DEDUCT FOR COMBINED AWARDS \$ _____

TOTAL _____ \$ _____

EQUIPMENT/MATERIAL LIST

Name of Project: _____

Owner: _____

Contractor: _____

The following equipment and/or material items have been selected by the Owner and are the basis of the award of this Contract:

**Specification
Section**

Equipment/Material

Manufacturer

NOTICE TO PROCEED

To: _____ Date: _____

Project Description: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__, on or before _____, 20__, and you are to complete the work within _____ calendar days thereafter. The date of completion of all work is therefore _____, 20__.

You are required to return an acknowledged copy of this Notice to Proceed to the OWNER.

OWNER
By _____
Name _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____
CONTRACTOR

this the _____ day of _____ 20__

By _____
Name _____
Title _____

LEGAL AND FISCAL OFFICERS

_____ 20__

The foregoing Agreement is approved as to form

By _____

Name _____

Title _____

I _____ hereby certify that I am
Name Title

the qualified and acting fiscal officer of the _____,
_____, and that the amount of money to wit \$
State

required to meet the cost of the attached Agreement between _____
OWNER

and _____ has been lawfully
CONTRACTOR

appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

_____, 20__

(SEAL)

By _____

Name _____

Title _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal and _____
_____ as Sureties, are hereby held and firmly bound unto
_____ in the penal sum of _____
_____ Dollars (\$) _____)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____ 20__ . THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of _____ 20__, enter into an Agreement with _____ which said Agreement is made a part of this Bond the same as though set forth herein;

Now, if the said Principal shall well and faithfully do and perform the things agreed by Them to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of Subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the OWNER as obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect until 1 year beyond the date of final acceptance; 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 Agreement or in or to the drawings or specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20__.

Principal _____

Attest: _____ By _____
(SEAL) Name _____
_____ Title _____

Witness as to Principal

Surety _____

Attest: _____
(SEAL) _____ By _____
_____ Attorney-in-Fact
Witness as to Surety

SURETY COMPANY ADDRESS:

SURETY AGENT'S ADDRESS:

_____ Street

_____ Agency Name

_____ City State Zip

_____ Street

_____ Telephone

_____ City State Zip

_____ Telephone

Note: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies must be authorized to transact business in the state where the Project is located and shall furnish proof of such authorization with the Bid.

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.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). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.

- 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 Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical 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.

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

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, and financial services that are in excess of one hundred dollars, as well as 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		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

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

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE ()	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 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
- 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
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- 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? Yes No
- 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? Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

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.

X

APPLICANT SIGNATURE

DATE

Contractor's Progress Estimate No. _____

Date of Issuance: _____

Effective Date: _____

Project: _____

Owner: _____

Contract No.: _____

Date of Contract: _____

Contractor: _____

Engineer: _____

RECAP

	<u>Contract Amount</u>			<u>Completed To Date</u>		
	Labor	Material	Total	Labor	Material	Total
Original Contract	_____	_____	_____	_____	_____	_____
Extra Orders	_____	_____	_____	_____	_____	_____
Deduction	=====	=====	=====	=====	=====	=====
Totals	_____	_____	_____	_____	_____	_____
Less Retainer ___% =				=====	=====	=====
Net Completed To Date				_____	_____	_____
Material Stored			_____			
Less Retainer			=====			
Net Material Stored						_____
Total Earned To Date						_____
Less Amount Previously Paid						=====
DUE THIS ESTIMATE						_____
Balance to Finish						_____
Percent Complete						_____ %

OWNER APPROVAL:

ENGINEER/ARCHITECT

APPROVAL

CONTRACTOR'S CERTIFICATE

I hereby certify that the above materials and services have been furnished and performed in accordance with the conditions of the contract for the above work, that all amounts have been paid for work for which previous payments were issued, and that payment has not been received and there is due and unpaid on said contract

_____ DOLLARS

Contractor

Signed

Unit Price Estimate													Contractor's Progress Estimate No.				
For (contract):																	
Bid Item				Unit Price Bid				Work Completed this Period		Work Previously Completed		Total Work Completed				Materials Presently Stored	Total Completed and Stored to Date
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Bid Item No.	Item Description	Quant.	Units	Labor	Materials	Subtotal	Total	Quant.	Total	Quant.	Total	Quant.	Labor	Materials	Total	Total	Total
						E+F	C*G		G*I		G*K	I+K	E*M	F*M	G*M	Not in P	P+Q
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
Grand Totals							\$XX.XX	-	\$XX.XX	-	\$XX.XX	-	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX

DELINQUENT PERSONAL PROPERTY TAX

Section 5719.042 ORC

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**DELINQUENT PERSONAL PROPERTY TAX
AFFIDAVIT**

STATE OF _____
COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she
is _____ of _____ the successful
(Sole owner, a partner, president, secretary, etc.)

BIDDER on the attached Contract with the _____ and for
the purpose of complying with Section 5719.042 of the Ohio Revised Code states that at the time the bid
for said Contract was submitted, said BIDDER _____ (was/was not) charged with delinquent personal
property taxes on the general tax list of personal property of a county in which the City of _____
has territory (_____ County). The amount of such due and unpaid delinquent taxes, penalties and
interest thereon is as follows.

TAXES	PENALTIES & INTEREST	COUNTY
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

(Affiant)

Sworn to and subscribed before me this _____ day of _____, _____.

(Notary Public in and for)

My commission expires: _____

For Fiscal Officer's Use Only Auditor
Contract No. _____
Copy Mailed to County Treasurer
Date _____ Initials _____

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER
OF NO UNRESOLVED FINDING FOR RECOVERY
BY OHIO STATE AUDITOR
(ORC 9.24)**

STATE OF OHIO:

ss:

COUNTY OF _____

TO: _____

(Owner)

The undersigned, being first duly sworn, having been awarded a contract by _____ for
(Owner)

_____ hereby states that we,
(Project Name)

_____, do not have any unresolved findings for recovery
(Name of Vendor/Contractor)

issued by the Auditor of the State of Ohio as defined in Ohio Revised Code Section 9.24. In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Signature/Title

Sworn to before me and subscribed in my presence this _ day of _____ 20__.

Notary Public

CAMPAIGN CONTRIBUTIONS AFFIDAVIT

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

STATE OF _____)

)SS:

COUNTY OF _____)

Personally appeared before me the undersigned, a successful bidder in a competitive bidding for

_____, for a contract for _____

(Contractor)

(Project Title)

to be let by _____, Ohio who, being duly cautioned and sworn,

(Owner)

makes the following statement with respect to prohibited activities constituting a conflict of

interest under Section 3517.13 Ohio Revised Code:

1. That no person or persons, who are owners of at least twenty percent of the above-named business or corporation nor any spouse of such person, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to a candidate for or the holder of a public office having ultimate responsibility for the award of this contract, or to his/her campaign committee, nor have they aggregately given contributions totaling more than one thousand dollars.
2. That no person employed by the above-named firm, nor their spouses are in violation of any provision of Ohio Revised Code Section 3517.13.

Signature

Title

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

Notary Public _____

My commission expires _____