INVITATION FOR BID

CITY OF PIQUA, OHIO

Purchasing Department
201 W. Water St.
Piqua, Oh 45356

Date: July 20, 2018

For further information contact:
Bev Yount, CPPB
Purchasing Analyst
Phone: 937-778-4002
Fax: 937-778-1130
Email: byount@piquaoh.org

Your sealed, written bid is requested for: Toilet Room Renovations at the Mote Park Community Building per the included bid form and specifications.

Bids must be received in the Purchasing Office, 201 W. Water St., Piqua, OH 45356 no later than: 2:00 P.M. Thursday, August 9, 2018

Sealed envelopes shall be plainly marked: IFB 1826 Mote Park Renovations on left, lower corner of envelope

User agency: Parks Department & Community Development

Submit signed original bid and two (2) copies of the bid.

---

**Bidder is requested to use the City’s bid form that is enclosed, as none other will be accepted. LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.**

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this IFB.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City.

The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active vendor list.
BID to the
City of Piqua, Ohio
Purchasing Department

Please Reply to I.F.B. 1826 No Later Than: 2:00 p.m. 8/9/18

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein.

1. Provide all needed material, labor, equipment, etc. to do work as described in the attached scope of work for the Toilet Room Renovations at the Mote Park Community Building at 635 Gordon St., Piqua, OH 45356. The Local Preference Purchasing Program pursuant to Piqua Code Section 34.22 will not be applied to this project.

Return the Bid Form pages # 00 41 00 -1 through 00 41 00 -9 to indicate your pricing and pages 2-3 of this bid form.

There will be a pre-bid meeting on Monday, July 30, 2018 at 10:00 a.m. meeting at the Mote Park Community Building. Please notify Janel Ranly if you plan to attend. Each bidder shall inspect the project site. Conditions shall be compared with information shown on the drawings. After the contract is signed, no allowance will be made for failure to have made a thorough inspection.

Contact Janel Ranly at 937-778-2062 or jranly@piquaoh.org with any questions regarding the scope of work. Written questions must be submitted no later than 8/2/18 at 2:00 p.m. Any addendums will be sent to all known bidders and posted to the City’s website at www.piquaoh.org.

The successful bidder must have and maintain current workers compensation insurance, comprehensive general liability and automobile insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of $1,000,000.00 per occurrence with the City of Piqua as an additional named insured.
All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: _____ % 10th Proximo. Leave blank if your terms are Net 30 days.

Delivery will be made within ______ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within 90 calendar days after bid opening unless otherwise stated.

Bidding Company: ____________________________

Address: ____________________________

City __________________ State __________ Zip Code __________

By: ________________________________ (please print or type)

Name and Title

Signature: ____________________________

Phone No.: _______ /Fax No.: _______

Fed. I.D. No.: ________________________

E-Mail Address: ________________________

Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Piqua at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.

2. INVOICE: Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City’s purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon mutual agreement of both parties.

3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.

4. FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts quotations not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.

5. TAXES: The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers’ Compensation contributions for yourself or any of your employees.

6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.

7. CANCELLATION: The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.

8. DEFAULT PROVISIONS: In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to default within the time specified.

9. NO VERBAL AGREEMENTS: The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made to these Terms and Conditions shall be in writing and signed by both parties.

10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

11. INSPECTION: The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.

12. WARRANTY: You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant...
that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.

13. RISK OF LOSS: Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.

14. SAVE HARMLESS: You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney’s fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or on any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua’s negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. INSURANCE: If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.

16. SPECIFICATIONS CONFIDENTIAL: Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City’s consent that the information to be released is disclosed and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.

17. EXAMINATION OF PREMISES: If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agree that no allowance shall be made in respect of any error as to such on your part.

18. CLEANING OF PREMISES: If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.

19. EQUAL EMPLOYMENT OPPORTUNITY:

   (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

   (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.

20. AGREEMENT TO BE EXCLUSIVE: This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.

21. GOVERNING LAW: This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

22. ADDITIONAL RIGHTS: Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.

23. GOVERNING DOCUMENT: Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.

24. INDEPENDENT CONTRACTOR: The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

25. ASSIGNMENT: This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.
Contractor List:

Daycon
Mr. Dave Young
732 South Wayne Street
Piqua, Ohio 45356
Email: daycon@woh.rr.com

Miami & Eric Contractors, Inc.
Ms. Lydia Steinke
11095 Tri Township Rd.
St. Mary’s, OH 45885
419-394-0200
Email: miamieriecontractors@live.com

Scholten Construction Co.
1308 Linden Ave.
Dayton, OH 45410
937-253-2048
Email: scholten@woh.rr.com

Becker Construction
525 Gargrave Road
Dayton, OH 45449
Office: (937) 859-8308
Project Manager: Tim Becker
Email: Tim@beckerconstruction.net

Brumbaugh Construction
3520 State Route 49
Arcanum OH 45304
Work: (937) 692-5107
Contact Person: Kent Myers
Email: kent@brumbaughconstruction.com

Double Jay Construction
25 Harrisburg Drive
Englewood OH 45322
Contact Person: Randy Blair
Work: (937) 832-3123
Email: randy@doublejayinc.com

GJO Distributors and Contracting
6719 Zerkle Road
Springfield, OH 45502
Phone: (937) 543-9885
Contact: Gloria Owens
Email: giovens@prodigy.net

Heyne Construction
199 North Ohio Street
Minister OH 45865
Phone: (419) 628-3600
Contact: Erik Heyne  
Email: erik@heyneconSTRUCTION.com

J. L. Kuck General Contractors  
100 Harrisburg Drive  
Englewood OH 45322  
Contact Person: Todd Kuck  
Work: (937) 836-0081  
Email: todd@jlkuck.com

The Stillwater Builders Co, Inc.  
256 Triangle Avenue  
Dayton OH 45419  
Contact Person: Peter W. Price  
Work: (937) 275-7096  
Mobile: (937) 603-4753  
Email: pete@stillwaterbuildersco.com

Vulcan Construction  
2140 Winters Road  
Dayton OH 45459  
Contact Person: John Gress  
Work: (937) 657-9067  
Fax: (937) 291-7081  
Email: jgress@woh.rr.com

WENCO  
1807 Dalton Drive  
New Carlisle OH 45344  
Project Manager: Mike Bernard  
Work: (937) 849-6002  
Mobile: (937) 604-5039  
Email: mbernard@wencoinc.com

Westerheide Developers  
703 Stratford Drive  
Sidney OH 45365  
Work: (937) 492-7432  
Email: info@westerheidecc.com

Wise Construction Co, Inc.  
1705 Guenther Rd  
Dayton OH 45417  
Phone: (937) 854-0281  
Contact: David F. Abney II  
Email: dfa@wiseconstructionco.com

Meyer Restoration, Inc.  
4122 W. State Route 185  
Piqua, OH 45356  
Phone: (937) 778-9376  
Contact: W. Jeff Meyer  
Email: jeff@meyerrestoration.com
Scope of Work:

City of Piqua
Toilet Room Renovations at the Mote Park Community Building

Scope of Work

The proposed work is shown on the attached “Exhibit A” in detail. There are a total of 6 pages. If you want to see an original, with large size print, please go to the Community Development office at 201 W. Water St., Piqua, OH 45356.

Time

This project can be performed from 8:00 a.m. to 5:00 p.m., Monday through Friday. Anticipated completion date is no later than December 17, 2018.

Pre-bid Meeting

A pre-bid meeting will be on July 30, 2018 at 10:00 a.m. at the Mote Park Building at 635 Gordon St., Piqua, Ohio. Please notify Janel Ranly at jranly@piquach.org if you plan to attend. Each bidder shall inspect the project site. Conditions shall be compared with information shown on the drawings. After the contract is signed, no allowance will be made for failure to have made a thorough inspection.
1. Submit bids in compliance with Document 00200 - Instructions to Bidders. Fill in blanks. The Owner reserves the right to reject incomplete bid forms.

2. This Bidding document is not part of the Contract Documents, unless specifically referenced in the Owner/Contractor Agreement.

3. Project Name: Toilet Room Renovation
   City of Piqua
   Mote Community Building
   635 Gordon Street
   Piqua, Ohio 45356

4. Project Owner: City of Piqua
   201 West Water Street
   Piqua, Ohio 45356

5. Name of Bidder:

   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

CONTINUED ON NEXT PAGE
6. Base Bid: The Bidder proposes to perform all of the Work required by the Contract Documents for the amount of: (Fill in amount in words and numbers.)

   a. Selective Removals
      Labor  Material  Total
      $______  $______  $______

   b. General Construction
      Labor  Material  Total
      $______  $______  $______

   c. Electrical Construction
      Labor  Material  Total
      $______  $______  $______

   d. Plumbing Construction
      Labor  Material  Total
      $______  $______  $______

BASE BID: GRAND TOTAL $__________________________________________

$__________________________________________
(words and numbers)
7. Alternates: If an Alternate is selected by the Owner, the Bidder proposes to do the Work required by the Contract Documents by increasing or decreasing the Base Bid the following amount: (Fill in amounts in words and numbers)

   Alternate G-1 - New Acoustical Ceiling Panel and Metal Grid System
   Increase/decrease (circle one) Base Bid by:

   Labor  Material  Total
   $________  $________  $________

8. Time: The Bidder proposes the following dates (Fill in):

   Proposed Starting Date: ________________________________

   Proposed Date of Substantial Completion (not later than (insert date)): ________________________________

9. By submitting this Bid Form, the Bidder certifies that Bidder has visited the project site, is aware of existing conditions which affect the work, and has reviewed the Contract Documents, including the following Addenda: (List addenda received)

   __________________________________________________
   __________________________________________________
   __________________________________________________
   __________________________________________________
   __________________________________________________

10. Bid Qualifications: Submit bid qualifications and reasons for qualifications with this Bid Form in space provided below. Include impact of bid qualifications on time, cost or quality. Bid qualifications may include: Cash flow requirements, assumptions for access to the work, assumptions for staging the work, assumptions for protecting existing and abutting work, proposed modifications to General and Supplementary Conditions, proposed modifications to drawings and specifications.

11. Signed and sealed (Enter date, Bidder’s signature, title, name of firm, legal business address, phone and fax numbers, email address):

   __________________________________________________
   __________________________________________________
   __________________________________________________

BID FORM
00 41 00 - 3
12. Bidder's Project Manager To Be Assigned to the Project (name and brief summary of experience):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

13. Bidder's List of Proposed Major Subcontractors (list):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

14. References: Submit three references for jobs of similar size and complexity. Include Company name, contact person, address, phone number and email address for each reference.

CONTINUED ON NEXT PAGE
City of Piqua  
Mote Community Building  
Toilet Room Renovation  
07.20.18

**SUBSTITUTION LIST**

All Bids must be based on the equipment and materials specified.

Bids are to list here any substitutions for which consideration is desired, showing the addition or reduction in price to be made for each, if the substitution is accepted; or stated "No Change in Price" if none are proposed.

<table>
<thead>
<tr>
<th>Brand or Make Specified</th>
<th>Proposed Substitution</th>
<th>Add</th>
<th>Deduct</th>
<th>No Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

It is understood and agreed that the Proposal submitted is based on furnishing the equipment and materials as specified and entitles the owner to require that such named materials and methods be incorporated in the work, except as substitutions if they are accepted, based on the quotations entered above, and subsequently made a part of the written contracts.

Bidders Signature

**NOTE:** All Bids shall include the following Documents:

a. Bid Form  
b. Non-Collusion Affidavit of Bidder  
c. Delinquent Personal Property Taxes Affidavit of Bidder  
d. Maintenance and Guarantee Warranty (to be signed after award)

**BID FORM**  
00 41 00 - 5
NON-COLLUSION
AFFIDAVIT OF BIDDER

State of Ohio, County of Miami
City of Piqua

(Name of Individual)

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND SAY THAT (HE/SHE, THEY) RESIDE AT

(Resident Address)

AND THAT (HE/SHE IS, THEY ARE) THE ONLY PERSON(S) WITH SAID

(Name of Company)

(Company Address)

INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT: THAT
THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN
THE PROFITS THEREOF, WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID
WORK: THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND
WITHOUT COLLUSION OR FRAUD, OR EMPLOYEE THEREIN, OR ANY OFFICER OR
EMPLOYEE OF THE CITY OF PIQUA, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED
THEREIN.

Signature
Title

Company
Date

SUBSCRIBED TO AND SWORN TO THIS _______ DAY OF ____________ 2018

Notary Public

BID FORM
00 41 00 - 6
DELINQUENT PERSONAL PROPERTY TAXES
AFFIDAVIT OF BIDDER

STATE OF OHIO
COUNTY OF MIAMI

I ______________________________ am ______________________________ (Name) (Title)
of ______________________________

(Address: Street, City, State, Zip)

being first duly sworn, deposes and says as follows:
( answering whichever is applicable by placing an “X” before Items 1 or 2.)

1. ( ) We are not charged with any delinquent personal property taxes on the general tax list of personal property in Miami County, Ohio.

2. ( ) We are charged with delinquent personal property taxes on the general tax list of Miami County, Ohio including unpaid penalties and interest in the amount of $__________________.

______________________________
(Signature)

Sworn and subscribed before me this _______ day of __________, 2018

______________________________
Notary Public in and for said State

My Commission Expires: __________
MAINTENANCE AND GUARANTEE WARRANTY

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

as principal (CONTRACTOR), are hereby held and firmly bound unto the City of Piqua as OWNER (OWNER) in the penal sum of ______________________ (If the foregoing blank is not filled in, the penal sum will be 100% of the full amount of the principal’s final contract amount, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than 5% of the full amount of the final contract amount, including alternates, in dollars and cents.) to be paid to said OWNER for the payment of which well and truly to be made, we hereby jointly and severely bind ourselves, our heirs, executors, administrators, successors, and assigns.

Whereas the above named principal did on the ___ day of __________, 2018, enter into a certain Contract with the OWNER, to undertake the project known as the Mote Park Community Building Toilet Room Renovation Project which said Contract is made a part of this warranty the same as though set forth herein;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under said Contract, the above-named principal has agreed with the OWNER that for a period of one (1) year after the date of final payment and acceptance (as that term is defined in the Contract Documents), to keep in good order and repair any defect in the Work done under said Contract either by the principal, or subcontractors or material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other Work affected in making good such imperfections, shall also be made good without expense to the OWNER, excepting only such part or parts of said Work as may have been disturbed without the consent or approval of the principal after the final acceptance of the Work, and that whenever directed so to do by the OWNER by notice served in writing, either personally or by mail on the principal will proceed at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof, to and receive same from said principal. If any repair is necessary to be made at once to protect life and property, then and in that case, the OWNER may take immediate steps to repair or barricade such defects without notice to the principal. In such case, the OWNER shall not be held to obtain the lowest figures for the doing of the Work, or any part thereof, but all sums actually paid therefore shall be charged to the principal. The judgment of the OWNER is final and conclusive as to the principal. If the said principal shall keep said Work so constructed under said Contract in good order and repair, excepting only such part or parts of said Work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the principal fail to do as hereinbefore specified, and shall fully indemnify, defend, and save harmless the OWNER

BID FORM
00 41 00 - 8
City of Piqua
Mote Community Building
Toilet Room Renovation
07.20.18

from all suits and actions for damages of every name and description brought claimed against it for
or on account of any injury or damage to person or property received or sustained by any party or
parties, by or from any of the acts or omissions or through the negligence of said principal,
subcontractors, suppliers, servants, agents, or employees, in the prosecution of the Work included in
said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be
executed by their respective authorized officers this ______ day of __________, 2018.

CONTRACTOR AS PRINCIPAL

<table>
<thead>
<tr>
<th>Company name</th>
<th>Street</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BY:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Witness</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Title</th>
</tr>
</thead>
</table>