

**IN THE MATTER OF RATIFYING THE RECLASSIFICATION OF DONNA FRITZ, TERI LESHER AND TINA EVANS TO THE CLERICAL SPECIALIST 4 POSITION AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 10th of April, 2014.

Commissioner Regula moved the adoption of the following

**RESOLUTION**

**WHEREAS**, Michael S. Morrow, Director of the Auglaize County Department of Job & Family Services, informed the Board that due to recent changes in job responsibilities, the Clerical Specialist 2 positions need reclassified to Clerical Specialist 4. There are three employees that this affects; Donna Fritz, Teri Leshner and Tina Evans. New position descriptions have been written and approved. Per the Personnel Handbook, pay increases are necessary for the three employees; and,

**WHEREAS**, the Board was requested to authorize the following reclassification for so stated positions as follows:

- **Donna Fritz, Teri Leshner and Tina Evans are reclassified to a Clerical Specialist 4 position, effective April 24, 2014 at an hourly rate of pay of \$15.41.**

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the reclassification of the three employees at the Auglaize County Department of Job and Family Services as so requested in accordance with the specifications as mentioned above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
10th day of  
April, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman , yes  
John N. Bergman

Douglas A. Spencer , Y  
Douglas A. Spencer

Don Regula , yes  
Don Regula

✓cc: Auglaize County Department  
of Job & Family Services  
✓Deputy Clerk – Lori Yahl

**IN THE MATTER OF AUTHORIZING THE ADDITION OF A CLERICAL SPECIALIST 4 POSITION TO THE TABLE OF ORGANIZATION FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES; AND APPROVING SAID ADDITION.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Michael S. Morrow, Director of the Auglaize County Department of Job & Family Services informed the Board of County Commissioners that he recommends that the following new position be added to the Table of Organization; Clerical Specialist 4. This action is necessary due to several additions/changes to the current Clerical Specialist 2 position descriptions that are higher level duties with the Auglaize County Department of Job and Family Services; same to be effective immediately.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the position of Clerical Specialist 4 position to the current Table of Organization, same being effective immediately, of the Auglaize County Department of Job & Family Services.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
10th day of  
April, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓ cc: County Department of Job & Family Services –  
Michael Morrow

**IN THE MATTER OF AMENDING THE CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BAIR FOUNDATION.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 10th day of April, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department, as well as, the protective services for dependent, neglected and abused children; and,

**WHEREAS**, on January 2, 2014, Resolution #14-006 a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and the Bair Foundation was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being January 1, 2014 through December 31, 2014 at the maximum cost of \$29,999.00 for contracted services; and,

**WHEREAS**, due to a change in level of care causing a per diem increase to The Bair Foundation. The Board will need to amend the current contract amount to reflect this additional per diem – the contract needs to be increased by \$60,000.00 for a maximum cost of \$89,999.00.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve the amendment in the contract by \$60,000.00 between Auglaize County Department of Job and Family Services and The Bair Foundation for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

**BE IT FURTHER RESOLVED** that the Board does hereby ratify the execution of said increase in the cost of the contract by the Board of County Commissioners.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
10th day of  
April, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman yes  
John N. Bergman

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

cc: County Department of Job & Family Services –  
Michael Morrow

**IN THE MATTER OF APPROVING AND RATIFYING THE EXECUTION OF THE SUBGRANT 2013-DL-LEF-5804 FOR THE SHERIFF'S OFFICE GRAND LAKE TASK FORCE.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of April, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Lt. Steve Stienecker, of the Sheriff's Office and the Grand Lake Task Force, presented to the Board of County Commissioners a Subgrant Award Agreement for funding from the Drug Law Enforcement Fund through the State of Ohio Office of Criminal Justice Services for award period 02/01/2014 to 01/31/2015; and,

**WHEREAS**, it is necessary that the President of the Board of County Commissioners sign this subgrant award agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Subgrant Award Agreement 2013-DL-LEF-5804 for the Grand Lakes Task Force through the Drug Law Enforcement Fund; and,

**BE IT FURTHER RESOLVED** that the Board does ratify the execution of said grant agreement by John N. Bergman, as President of Board.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
10th day of  
April, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: Sheriff Allen Solomon

**IN THE MATTER OF AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF WAYNESFIELD FOR THE FY 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION/NEIGHBORHOOD REVITALIZATION GRANT PROJECT TO HELP FINANCE THE VILLAGE OF WAYNESFIELD NORTH WESTMINSTER STREET RECONSTRUCTION PROJECT ON BEHALF OF THE VILLAGE OF WAYNESFIELD AND AS REQUIRED BY THE OHIO DEVELOPMENT SERVICES AGENCY; AND AUTHORIZE THE PRESIDENT TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING.**

The Board of County Commissioners of Auglaize County met in regular session on the 10th day of April, 2014.

Commissioner Regula the motion to adopt the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners allocated \$20,000 from the F.Y. 2013 Community Development Block Grant (CDBG) Allocation Program funds and partially funded through the F.Y. 2013 Neighborhood Revitalization Grant on behalf of the Village of Waynesfield's North Westminster Street Improvement Project; and,

**WHEREAS**, it is necessary for the Board to execute a Memorandum of Understanding Agreement with the Village of Waynesfield for the North Westminster Street Improvement project in the Village of Waynesfield.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the President of said Board to execute the attached Memorandum of Understanding with the Village of Waynesfield for the F.Y. 2013 Community Development Block Grant (CDBG) Allocation Program and the F.Y. 2013 Neighborhood Revitalization Grant Program as required by Ohio Development Services Agency.

Commissioner Spencer seconded the motion and upon the roll called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
10th day of  
April, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . yes  
Douglas A. Spencer

Don Regula . yes  
Don Regula

cc: Poggemeyer Design Group – CDBG Consultant  
- Village of Waynesfield  
- Access Engineer Solutions, Inc.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 10<sup>th</sup> day of April, 2014 by and between the Village of Waynesfield, (hereinafter called the "Local Government"); and, Auglaize County, (hereinafter called "District").

WHEREAS, Local Government, at the request of the District, has applied to the Ohio Department of Development (ODOD) for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 to: (see "Project" described in Exhibit A attached hereto and incorporated herein as if fully rewritten); and,

WHEREAS, the Local Government has been awarded a grant of funds ("CDBG Grant Agreement" (attached hereto as Exhibit B and incorporated herein as if fully rewritten)) as aforesaid in the amount of Three Hundred Thousand Dollars (\$300,000) ("Grant Funds") subject to the condition that the Local Government provide a local matching contribution in the amount of Twenty Thousand Dollars (\$20,000) ("CDBG Formula Funds"); and,

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the Project to which they pertain;

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1. Matching Funds. The District shall expend the sum of funds to complete all of the Activities listed in the Neighborhood Revitalization Agreement, not to exceed One Million Two Hundred and Seventy Four Thousand Dollars (\$1,274,000) of its own funds, (\$700,000 from OPWC, \$554,000 for ODOT, \$20,000 General Fund) constituting 100% (One Hundred per cent) of the local matching contribution ("Local Funds")

Section 2. Construction Contracts and Services. The District shall, for the purpose of constructing the aforesaid proposed Project, proceed forthwith to engage the services of an architect/engineer, adopt plans and specifications, and award construction contracts in accordance with the laws and regulations of the State of Ohio and of the United States. All construction shall be complete and this Agreement shall expire as of the expiration date of the CDBG Grant Agreement (October 1, 2015), unless otherwise extended by the Local Government in its sole discretion.

Section 3. Environmental Review Requirements. The District shall not enter into contracts for construction, the purchase of materials or any other activities that are not 'Exempt' under 24CFR Part 58.34 prior to the Local Government receiving a written 'Release of Funds' from ODOD.

Section 4. Administration. The administration of the CDBG Grant Agreement and all transactions involving the expenditure of any of the Grant Funds within the scope of CDBG Grant Agreement shall be the sole prerogative of the Local Government carried out in such a manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974. The District shall provide the Local Government copies of all contracts, documents and notes pertaining to the Project in a manner determined by the Local Government. The Local Government shall review and make a determination that such documents comply with A-87, 24 CFR Part 85, 24 CFR Part 570, all relevant labor standards, competitive bidding requirements and any other applicable regulatory provisions.

Section 5. Project Property Ownership. Any and all Project improvements or personal property constructed, installed, or acquired pursuant to this Agreement and the real property wherein the Project is located (collectively "Project Property") shall be and remain the property of the District. If, from the date Grant Funds are first spent for the Project until five (5) years after closeout of the Local Government's grant the use or planned use of the Project is proposed to be changed, then the District shall provide written notification to the Local Government of the proposed change and the Local Government shall obtain the prior written consent of ODOD for such proposed change. If the District proceeds with a use determined by the ODOD to be inconsistent with the use of the Grant Funds, the District shall reimburse the Local Government and the Local Government shall reimburse ODOD in the amount of the current fair market value of the Project and Project Property, less any portion of the value attributable to expenditures of Local Funds.

Section 6. Access to the Project. The District shall grant access to the Project Property and District's Project records for the Local Government and its contractors to perform such required functions consistent with the CDBG Grant Agreement as the Local Government shall deem appropriate.

Section 7. Excess Costs. It is agreed that if the amount of the lowest responsible bids received for construction of the Project, plus the estimated cost of professional services and a reasonable reserve for contingencies exceeds the balance of Grant Funds and Local Funds committed to as stated in Section 1 of this Agreement, all bids shall be rejected and the Project redesigned so as to keep the maximum cost of the Project less than the balance of Grant Funds and Local Funds. It is further agreed that if the construction of said Project results in contractual liability of the Local Government in an amount greater than said Grant Funds and Local Funds, the District shall reimburse the Local Government for such excess costs.

Section 8. Unallowable Costs. If Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the District has expended Grant Funds and/or Local Funds which are unallowable, the District will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the

Local Government are unallowable under the terms of this Agreement, the expenditures will be disallowed and the District shall repay to Local Government any and all disallowed costs.

Section 9. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the District in connection with this Agreement or to induce the Local Government to enter into this Agreement with the District shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within fifteen (15) days after written notice by the Local Government is given to the District.
- b. **Noncompliance.** If there is a failure by the District to comply with any of the covenants, terms or conditions contained in this Agreement and/or the CDBG Grant Agreement.
- c. **Agreement Expiration Date.** If the Project, in the sole judgment of the Local Government, is not completed on or before the Agreement Expiration Date.
- d. **Misspending.** If the District expends Local and/ or Grant Funds for purposes not described in the CDBG Grant Agreement or application thereto, this Agreement, or as authorized by the Local Government.
- e. **Insurance.** If loss, theft, damage or destruction of any substantial portion of the Project and/or Project Property occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 10. Notice of Default. Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the District shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it, to do one or both of the following:

- a. exercise any remedy provided by law;
- b. require immediate repayment of up to the full amount of Grant Funds disbursed to the District under this Agreement plus interest, at the statutory maximum allowable rate, as of the date of Default.

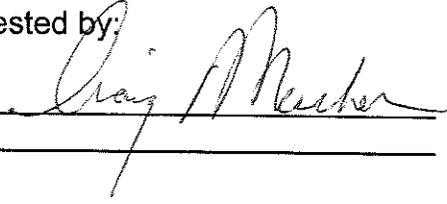
Section 12. Miscellaneous. Neither party to this Agreement shall assign its rights and obligations hereunder without the prior written authorization of the other party and prior written approval by ODOD, either of which may be withheld for any or not reason. This Agreement shall be governed by the laws of the State of Ohio. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties. **No part of this Agreement, as amended or otherwise, shall relieve the Local Government from its responsibility to comply with the terms and conditions the CDBG Grant Agreement.**

Section 13. Federal Laws. By virtue of the federal funding provided for under this Agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

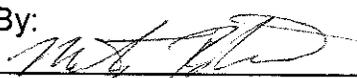
- a. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which supplement these laws and orders.
- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- c. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.
- d. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- f. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in OMB Circular A-102.

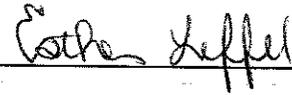
- g. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Ohio Department of Development, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this agreement.
- h. Any and all laws, regulations, orders, policies applicable hereto and/or set forth in the CDBG Grant Agreement, as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

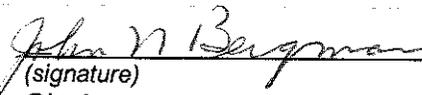
Attested by:  


VILLAGE OF WAYNESFIELD:

By:   
(signature)  
Mayor  
Date: 3 / 29 / 14



AUGLAIZE COUNTY COMMISSIONERS:

By:   
(signature)  
Chairman John N. Bergman  
Date: 04 / 10 / 2014

**IN THE MATTER OF ACCEPTING THE QUOTE FROM PRENGER IMPLEMENT TO PURCHASE A CAMERA AND LICENSE FOR THE MUNICIPAL COURT WEST; AND AUTHORIZING EXECUTION OF QUOTE.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of April, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Prenger Implement Inc has submitted a quote of \$1,308.00 to supply a Sentinel H.264 1080p camera and the license for the Municipal Court West - parking lot.

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the quote from Prenger Implement Inc. for \$1,308.00 to purchase a camera and license for the Municipal Court West - parking lot; and,

**BE IT FURTHER RESOLVED** that said Board does authorize IT Manager, Cameron Ruppert, to proceed with the purchase of the camera and processing the license.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
10th day of  
April, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman yes  
John N. Bergman

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

- ✓ cc: Prenger Implement Inc.
- ✓ Maintenance Supervisor – Rick Bice
- ✓ IT Manager – Cameron Ruppert

**IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE AUGLAIZE ACRES DIESEL TANK/GENERATOR REPLACEMENT PROJECT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of April, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, specifications have been prepared by Garmann/Miller Architects-Engineers for the Auglaize Acres Diesel Tank/Generator Replacement Project; and,

**WHEREAS**, a pre-bid meeting is set for Thursday, April 24, 2014 at 2:00 p.m. at the site: Auglaize Acres Nursing Home, 13093 Infirmary Road (Corner of SR501 and Infirmary Road), Wapakoneta, Ohio 45895; and,

**WHEREAS**, it is necessary, at this time, to set date and time to receive bids for the said diesel tank/generator replacement project.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby set May 1, 2014 at 2:00 p.m. as the date and time at which to receive and open bids in the office of the Commissioners for the Auglaize Acres Diesel Tank/Generator Replacement Project.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
10th day of  
April, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓cc: Auglaize Acres – Kim Sudhoff  
✓ Garmann/Miller – Eric Baltzell

**BOARD OF COUNTY COMMISSIONERS**  
**AUGLAIZE COUNTY, OHIO**  
209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

April 10, 2014

TO: The Wapakoneta Daily News

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Legal Notice to be published in The Wapakoneta Daily News and the Evening Leader

Please publish, in the Legal Section of The Wapakoneta Daily News and the Evening Leader, the following Legal Notice on **Monday, April 14, 2014 and April 21, 2014.**

Please send **Certificate of Publication to and invoice to:**  
Board of County Commissioners  
209 S. Blackhoof St., Room 201  
Wapakoneta, OH 45895

Thank you.

Esther Leffel  
BOCC Clerk

## NOTICE TO BIDDERS

Sealed proposals will be received by Auglaize County Commissioners in Room 201, 209 S. Blackhoof Street, Wapakoneta, Ohio 45895 until 2:00 pm May 1, 2014 at which time and place proposals will be opened publicly and read aloud. Proposals received after 2:00 pm will be returned unopened. Proposals shall be for the furnishing of materials and the performance of labor necessary for the:

Diesel Tank/Generator Replacement  
Auglaize Acres  
13093 Infirmery Road  
Wapakoneta, Ohio 45895

All in accordance with the Contract Documents prepared by Garmann/Miller & Associates, Inc., 38 S. Lincoln Drive, P.O. Box 71, Minster, Ohio 45865:

Lump Sum bids for the following categories will be received:

General Construction - Work Diesel Tank Replacement  
Electrical Work - Emergency Generator Replacement

A pre-bid meeting will be held at 2:00 pm on April 24, 2014 at Auglaize Acres. The pre-bid meeting is not mandatory but bidders are strongly encouraged to attend.

A Bid Security in the form of a certified check, cashier's check, irrevocable letter of credit, or surety company bond pursuant to Chapter 1305 of the Ohio Revised code in the amount of 10% of the total bid shall accompany each bid; or a bid guaranty bond in accordance with Chapter 153.571 of the Ohio Revised Code in the amount of 100% of the total bid shall accompany each bid.

If a bid security in the amount of 10% of the full bid amount is submitted with this bid, each successful bidder is required to furnish a Performance Bond and Labor and Material Bond from an acceptable surety in the amount of 100% of the full contract amount in accordance with Section 153.571 of the Ohio Revised Code.

If a bid guaranty bond in the amount of 100% of the total bid is submitted with the bid, no additional Performance and Labor and Material Bond is required to be furnished by the successful Bidder.

Successful Bidders shall conform with the Ohio "Schedule of Prevailing Wages". The bidder may access the Ohio Department of Commerce, Wage & Hour Bureau at its web site for current edition of wage rates.

The Contract Documents, including Drawings and Specifications, are on file for public inspection at the office of the Architect: Garmann/Miller & Associates Inc., 38 South Lincoln Drive, Minster, Ohio 45865, Phone 419-628-4240, Fax 419-628-4299; the office of the County Commissioners; Construction News Corporation, 7261 Engle Road, Cleveland, Ohio; the McGraw Hill - Dodge Plan Room in Columbus, Ohio; and the Builders Exchange in Dayton, Ohio and Toledo Ohio

Contract Documents may be purchased from the printer for \$50.00; DC Alphagraphics, 1254 Courtland Ave, Columbus, Ohio 43201; [www.DCplanroom.com](http://www.DCplanroom.com); Phone 614-297-1200; Fax 614-297-1300. Each Bidder is responsible for shipping cost or providing a shipping number for billing to the bidders account.

Each bid must be submitted in duplicate on a blank form furnished by the Architect, in a sealed envelope. Mark plainly on the outside of the envelope, the branch of work bid upon. No bidder may withdraw his bid for a period of sixty (60) days after the bid opening

The owner reserves the right to reject any or all bids and to waive informalities, irregularities and/or errors in the bids to the extent permitted by law. This includes the right to extend the date and time for receipt of bids.