PROPOSAL
HENRY COUNTY
DEPARTMENT OF HIGHWAYS
REPLACEMENT OF HENRY COUNTY
BRIDGE 3-5.80
PROJECT NO. B-1003

R.L. Germann, County Engineer
Robert E. Hastedt, County Commissioner
Richard C. Myers, County Commissioner
Thomas H. VonDeylen, County Commissioner

LETTING – July 8, 2010 at 10:00 A.M.

DO NOT SUBMIT MORE THAN ONE PROPOSAL FOR EACH BID

Submitted By:_____

Street:_____

Post Office:_____

State:_____ Zip Code:_____

Telephone Number:_____ Fax Number:_____

E-Mail: _____

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Replacement of Henry County Bridge 3-5.80

LEGAL NOTICE
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals will be received at the office of the Board of County Commissioners, Henry County, Ohio until Thursday, July 8, 2010 at 10:00 A.M. for furnishing all services, labor, materials and equipment necessary for the improvement of the following project:

Project	Section
B-1003	Replacement of Henry County Bridge 3-5.80

Bidding documents, plans and specifications will be issued at the Office of the County Engineer upon receipt of a non-refundable charge of $10.00 per set. One display copy will be available for inspection at the Office of the County Engineer. The bidding documents are also available on the Henry County Engineer's website http://www.henrycountyengineer.com under the link "Bid Request Listing".

A portion of the project will be funded by the Local Transportation Improvement Fund as administered by the Ohio Public Works Commission.

All Contractors and Subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, Contractor compliance with the equal employment opportunity requirements of the Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and the Governor's Executive Order 84-9 shall be required.

Domestic steel use requirements as specified in Section 153.011 of the Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.

Each bidder is required to file with this bid a bid guarantee in the form of either:

1. A bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount bid; or
2. A certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of ten (10%) percent of the bid.

Bid guarantee must be provided that if the contract be awarded on such bid, the bidder will enter into a contract and the performance of it will be properly secured. The successful bidder, if using a 10% bid guarantee, shall be required to provide a contract performance and payment bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid.

Estimated total cost of the improvement is $241,500.

Prevailing Wage Rates per Section 4115 of the Ohio Revised Code shall prevail on said project.

The contract will be awarded to the lowest and best bidder.

The said Board reserves the right to reject any or all bids.

BY ORDER OF
THE BOARD OF HENRY COUNTY COMMISSIONERS
HENRY COUNTY, OHIO
By: Vicki R. Glick, Clerk

Please publish the above Legal Notice
June 17, 2010

NOTICE TO BIDDERS

INSURANCE

Bidders that are prequalified with the Ohio Department of Transportation as per Item 102.01 of ODOT's "Construction and Materials Specifications" at least ten (10) days before the date of the bid opening have demonstrated that they maintain proper insurance coverage may waive the insurance requirement of these specifications.

Those bidders that are not prequalified with the Ohio Department of Transportation must show proof, with Certificate of Insurance, the following insurance requirements.

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of this employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or, (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. The County, its elected officials and employees shall be named as additional insureds with respect to all activities under any contract resulting from this bidding. These certificates shall contain a provision that coverage afforded under policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER. The CONTRACTOR must replace certificates for any insurance expiring prior to the effective end date under any contract resulting from this bidding.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims from personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS,

whether such operations by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR OR BY A SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Worker's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT are not protected under Worker's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. A copy of the CONTRACTOR'S valid Worker's Compensation certificate shall be submitted with this bid.

INDEMNIFICATION/HOLD HARMLESS

The CONTRACTOR shall indemnify and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the CONTRACTOR, any SUBCONTRACTOR, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

PROJECT SCOPE

The project consists of the replacement of Henry County bridge 3-5.80. The bridge is to be replaced with three-sided flat topped culvert. The project location is on County Road 3 between Road F and Road G in Bartlow Township. All work shall be completed as per the project proposal and plans.

SPECIFICATIONS

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2008 together with any modifications to same as stated in this proposal shall govern these improvements.

SPECIFIC PROJECT NOTES

The contractor shall supply the Engineer with load rating report signed by a professional engineer for each new bridge structure. The analysis shall be performed for AASHTO HS20 loading for both inventory and operating levels and for four Ohio Legal Loads (2F1, 3F1, 4F1 and 5C1) at operating level. Method of analysis and submission of report shall be per the requirements of the ODOT Bridge Design Manual section 900. Cost for the load rating report shall be included in the price for Item 603, Conduit Type A, 706.05 Precast Reinforced Concrete Box Sections and Item 603, Conduit Type A, 706.051, Precast Reinforced Concrete 3-sided Flat Topped Culvert.

Seeding and mulching to be completed by County.

ODOT Item 401.20 Asphalt Binder price adjustment does not apply.

All 448 material shall to the extent practicable, be placed at full width.

All aggregates used shall be quarry run aggregate from an O.D.O.T. approved source. The course aggregates used in the asphalt mixes shall be from crushed stone or gravel. The fine aggregates used in the mix designs shall be of natural sand or sand manufactured from stone or gravel. There shall be **NO** slag materials allowed in any mix design.

"Formed or Butt-Type" construction joints shall be constructed at all pavement termini and at all interruptions to the continuous placement of 448 material (weather, end of day, etc.). Cost for same shall be included in the price for Item 448 Concrete Surface Course, Type I.

The Contractor shall confine his work area within the right-of-way and proposed work limits as shown on the plans.

MAINTENANCE AND GUARANTEE PERIOD

The CONTRACTOR shall be responsible for all construction for one (1) year after project completion and acceptance. The CONTRACTOR shall make corrections as necessary by reason of noted defects. The Trustees will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR fails to make repairs, adjustments or complete other work which may be required by such defects, the Engineer may do so and charge the CONTRACTOR the costs incurred.

TESTING

The Henry County Engineer reserves the right to engage an independent testing laboratory to obtain product and material samples, verify compaction, etc. to determine conformance with specifications of all material used at the project site. Materials deemed unacceptable shall be dealt with in accordance to ODOT Spec. 106.07 and related specification sections.

Unless otherwise designated, tests required on materials and products in accordance with AASHTO, ASTM or methods on file in the office of the Director will be made by and at the expense of the CONTRACTOR.

All aggregate used in conjunction with this project must be from an ODOT prequalified source.

MAINTAINING TRAFFIC

Local traffic only shall be maintained for access to and from home sites. Lights, signs and barricades shall be provided by the CONTRACTOR and placed in accordance with the Ohio Manual of Uniform Traffic Control Devices. Maintaining traffic in accordance with the above provisions shall be included for payment in the lump sum for Item 614, Maintaining Traffic.

The Contractor shall, in addition to the general requirements of Item 614 on the project, perform the following:

Provide, erect and maintain standard 48" x 30" "Road Closed" sign supports, and lights at the locations indicated on the plan sheets during the period in which the affected road is closed to traffic.

Sign supports and lights for "Road Closed" signs shall be as detailed in the Ohio Manual of Uniform Traffic Control Devices. Payment for providing, erecting, maintaining, and removing lights, signs, and sign supports shall be included in the lump sum price bid for Item 614, Maintaining Traffic.

UNDERGROUND UTILITIES

Prior to any construction requiring excavation activity, the CONTRACTOR shall contact the Ohio Utility Protection Service (OUPS) at 1-800-362-2764 for location of any underground utilities at least two (2) working days prior to any activity. Non-OUPS members must be called directly.

NOTICE OF INTENT TO COMMENCE WORK

The CONTRACTOR shall provide the Engineer with a minimum of 48 hours advance notice prior to the commencement of any work.

AWARD OF PROJECT

The bid will be tabled at the formal opening; award of the project will be made at the time designated by the County Commissioners following a review to verify bid compliance with all requirements. Bidders shall guarantee their bid for sixty (60) days from the date of the bid opening.

PROJECT COMPLETION DATE

The project shall be completed on or before October 31, 2010.

For each calendar day that any work shall remain uncompleted after the stated completion date the appropriate sum, in accordance with the schedule of liquidated damages per Section 108.07 of the Standard Specifications of the State of Ohio Department of Transportation, will be deducted from any monies due the CONTRACTOR, not as a penalty but as liquidated damages; provided however, that due account shall be taken of any adjustment of the completion date granted by the Board of County Commissioners of Henry County.

Once a roadway is closed for commencement of the project, the CONTRACTOR shall proceed without undue delay to complete the project in a timely manner and avoid prolonged interruption of traffic on the roadway. Delays in the work following an initial start which are not attributable to weather or seasonal conditions shall be considered days beyond completion and the CONTRACTOR will have deducted from any monies due him according to the schedule of liquidated damages per Section 108.07 of the Standard Specifications of the State of Ohio Department of Transportation.

A work day will be counted as lost if the CONTRACTOR'S efficiency is reduced more than fifty (50%) percent on the critical items under construction at that time. Weekends and holidays will not be counted as lost work days.

PREPARATION OF PROPOSAL

The blank spaces in the proposal must be filled in correctly, where indicated, and written in ink.

BID PROPER

The bidder is required to fill in, in the "Unit Price Bid" column, a unit price for addition opposite each item for which there is a quantity given in the "Approximate Unit Quantities" column. The gross sum of the totals in the "Total Amount Bid" column shall equal the sum (shown on Page 11 of this proposal) for the work.

The total given on Page 9 is only for the convenience of the Henry County Commissioners in reading bids.

The unit prices specified in the "Unit Price Bid" column will govern the award of the Contract. The unit prices bid shall remain in effect and held firm during the term of the

Contract.

The CONTRACTOR shall make extensions in the "Total Amount Bid" column and also add up the totals. However, the unit prices specified, together with the approximate quantities shall determine the total amount of the bid. If there is an error made in the extensions by the Bidder, the total shall be changed as only the unit prices shall govern.

The quantities in the "Approximate Unit Quantities" column are those given in the Engineer's approximate estimate and are those which will be used in determining the total amount of each proposal for this improvement and for the purpose of determining the lowest bidder. It is understood that these quantities are approximate only. The bidder must give a unit price for each item listed. Failure to do so will render the bid informal at the discretion of the Henry County Board of Commissioners.

BID GUARANTEE

Payable to the Henry County Board of Commissioners.

Each bidder is required to file with his bid a bid guarantee in the form of either:

1. A bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid; or

2. A certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of ten (10%) percent of the bid, payable to the Henry County Board of Commissioners.

Bid guarantee must be provided as guarantee that if the contract be awarded on such bid, the bidder will enter a contract and the performance of it will be properly secured. The successful bidder if using a 10% bid guarantee, shall be required to provide a contract performance and payment bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid.

ADDRESS

Proposal must be sealed and addressed:

Board of Henry County Commissioners
1853 Oakwood Avenue
Napoleon, OH 43545

with envelope marked: Project No. B-1003, Replacement of Henry County Bridge 3-5.80 and with the name and address of the bidder.

TIME

Bids are to be opened at 10:00 A.M., Thursday, July 8, 2010.

PLACE

Office of the Board of Henry County Commissioners
1853 Oakwood Avenue
Napoleon, OH 43545

OHIO PRODUCTS

CONTRACTORS and SUBCONTRACTORS shall, to the extent practicable, use Ohio products, materials, services and labor in connection with the project. Domestic steel use requirements as specified in Section 153.011 of the Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the office of the Department of Administrative Services.

COMPLIANCE NOTES

PREVAILING WAGE RATES AS PER SECTION 4115 OF THE OHIO REVISED CODE SHALL PREVAIL ON THIS PROJECT.

A COPY OF THE APPLICABLE WAGE RATES MAY BE OBTAINED FROM THE STATE OF OHIO WAGE AND HOUR DIVISION VIA THE INTERNET AT THE FOLLOWING WEB SITE:
http://www.com.ohio.gov/laws

SHOULD THE BIDDER NOT HAVE ACCESS TO THE INTERNET, A COMPLETE SET OF THE APPLICABLE WAGE RATES ARE AVAILABLE AT THE OFFICE OF THE HENRY COUNTY ENGINEER. A COPY WILL BE PROVIDED IF REQUESTED.

THE SUCCESSFUL BIDDER WILL BE PROVIDED A HARD COPY OF THE PREVAILING WAGE RATES AS A PART OF THE CONTRACT DOCUMENTS.

ANY RATE CHANGES RECEIVED FROM THE STATE WAGE AND HOUR DIVISION DURING THE TERM OF THE CONTRACT WILL BE PROVIDED IN HARD COPY TO THE CONTRACTOR.

THE HENRY COUNTY ENGINEER IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF 153.59 AND 153.60 OF THE OHIO REVISED CODE WITH RESPECT TO DISCRIMINATION AND INTIMIDATION ON ACCOUNT OF RACE, CREED, SEX ;HANDICAP OR COLOR.

THE CONTRACTOR IS REMINDED THAT COMPLETE COMPLIANCE WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS CURRENTLY IN EFFECT IS MANDATORY ON ALL WORK COMPLETED UNDER THIS PROPOSAL/ CONTRACT.

To: Board of County Commissioner and
Engineer of Henry County, Ohio

The undersigned, having full knowledge of the site and specifications for the following improvements and the conditions of this proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project according to the specifications and completion time, and to the acceptance of the Board of County Commissioners and Engineer of Henry County, and to accept the unit prices specified for each item as full compensation for the work in this proposal.

The total amount of the bid, based on the approximate quantities given and the unit prices specified by the bidder amount the SUM OF _____

_____

DOLLARS ($_____).

UNIT PRICE CONTRACT

The undersigned further agrees to accept the following "Unit Bid Prices" in compensation for any additions or deductions caused by any changes or alterations in the specifications of the work. The unit prices bid shall remain in effect and held firm during the term of the contract.

The "Gross Sum" of the totals in the "Total" column shall equal the sum (Given Above) bid for the work.

Ref.	Item	Approx. Unit	Item	ITEMIZED PROPOSAL			
				Unit Price		Total Unit	TOTAL
No.	No.	Quantities		Labor	Materials	Price Bid	AMOUNT BID
Bridge 3-5.80							
			Roadway				
1	201	Lump Sum	Clearing and Grubbing (Also Includes Any Trees Marked For Removal On Plan Sheet	Lump	Sum		
2	202	9 LF	Pipe Removed, 24” & Under				
3	202	Lump Sum	Structure Removed (3-5.80), Over 20’ Span	Lump	Sum		
4	203	178 CY	Excavation (Includes Full Depth Pavement Removal, as shown on Plans)				
5	203	30 CY	Embankment				
6	204	168 SY	Subgrade Compaction				
7	517	75 LF	Railing (Deep Beam Rail w/ Steel Tubular Backup, Type 2 Steel Posts)				
8	606	75 LF	Guardrail, Type 5 (As Per Plan)				
			TOTAL ROADWAY				
			Erosion Control				
9	601	126 CY	Rock Channel Protection, Type D without Filer (As Per Plan)				
			TOTAL EROSION CONTROL				
			Drainage				
10	503	Lump Sum	Unclassified Excavation (includes any cuts and Fills Required to Satisfy any OSHA Trench Requirements)	Lump	Sum		
11	512	38 SY	Type 2 Membrane Waterproofing				
12	512	116 SY	Type 3 Membrane Waterproofing				
13	603	10 LF	6” Conduit, Type E, 707.33				
14	603	Lump Sum	Conduit, Type A, 706.051 Precast Reinforced Concrete Three Sided Flat Topped Culvert, 28’ Span x 11.75’ Rise - 15 degree skew, to include all Footings and Wingwalls (As Per Plan)	Lump	Sum		
15	Spec	77 LF	Drip Strip				
			TOTAL DRAINAGE				
			Pavement				
16	301	29 CY	Asphalt Concrete Base				
17	304	47 CY	Aggregate Base				
18	407	32 GAL	Tack Coat (Applied at the Rate of 0.05 Gal/SY)				

Ref.	Item	Approx. Unit	Item	ITEMIZED PROPOSAL			
				Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
No.	No.	Quantities		Labor	Materials		
19	448	37 CY	Asphalt Concrete Surface Course (To Include 2 Butt Joints, 30 LF				
			TOTAL PAVEMENT				
			MISCELLANEOUS				
20	614	Lump Sum	Maintaining Traffic	Lump	Sum		
21	623	Lump Sum	Construction Layout Stakes	Lump	Sum		
22	624	Lump Sum	Mobilization	Lump	Sum		
23	103.05	Lump Sum	Contract Performance and Payment Bond	Lump	Sum		
			TOTAL MISCELLANOUS				
			TOTAL AMOUNT BID				

(Name of Corporation)
* Please staple certified check, cashier's check, letter of credit, or bid guarantee bond here *
(This page must be executed, in the appropriate place, prior to submission of this bid.)

WRITTEN CONTRACT

On acceptance of the Proposal for said work, I/we do hereby bind myself/ourselves this _____day of _____, 2010, to enter into a written contract with the HENRY COUNTY BOARD OF COMMISSIONERS within ten (10) days from the notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

_____ _____
(Name) (Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

_____ _____
(Trade Name) (Post Office Address)

_____Sole Owner

By:_____

IF A PARTNERSHIP, SIGN BELOW:

_____ _____
(Name of Partnership) (Post Office Address)

By_____ _____
(Post Office Address)

_____ _____
(Partner) (Post Office Address)

_____ _____
(Partner) (Post Office Address)

_____ _____
(Partner) (Post Office Address)

IF A JOINT BID, SIGN BELOW:

_____ _____
(Name) (Name)

By_____ By_____

_____ _____
(Post Office Address) (Post Office Address)

IF A CORPORATION BID, SIGN BELOW:

_____

Incorporated under the laws of the State of _____

By_____ (Signature)
_____ Title of Officer Signing

BID GUARANTY AND
CONTRACT BOND

_____

(Section 153.57l, Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned_____
_____
(Name and Address)
as Principal and _____
_____
(Name of Surety)
_____ as Surety, are hereby held and firmly bound unto _____ Ohio 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 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 the 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 payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent 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 will pay 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 the resubmission, of printing and mailing notices to prospective bidders, whichever is less, then his obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; 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 materialism 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 and specifications therefor shall in any wise affect the obligation of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____day of _____, 2010.

PRINCIPAL:

_____

By:_____

Title:_____

Surety:_____

_____

By:_____
(Attorney-in-Fact)

SURETY COMPANY ADDRESS:

_____
Street

_____
City State Zip

_____
Telephone

SURETY AGENT'S ADDRESS:

_____
Agency Name

_____
Street

_____
City State Zip

_____
Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

NON-COLLUSION AFFIDAVIT

State of Ohio
County of _____: ss.

I, _____, _____
(Name of Party Signing Affidavit) (Title)

being duly sworn, do depose and say:

That_____
(Insert name of individual, Co-partnership, or Corporation)

its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

_____
(Signature)

_____
(Title)

Sworn to and subscribed before me this _____ day of _____, 2010.

_____
Notary Public in and for

_____ County, Ohio

(Seal)

My commission expires:

_____, 20____

VERIFICATION OF "NO FINDING FOR RECOVERY"

No political subdivision shall award a contract for goods, services, or construction to a person against whom a Finding for Recovery has been issued by the Auditor of State, if the Finding for Recovery is unresolved.

The undersigned, by their signature and title, document that no "Finding for Recovery" is outstanding for the bidder.

_____

By:

_____

Title

APPENDIX A

********** **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** **********

OHIO DEPARTMENT OF PUBLIC SAFETY
EDUCATION · SERVICE · PROTECTION

OHIO HOMELAND SECURITY
http://www.homelandsecurity.ohio.gov

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/nonassistance 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, 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

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
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? ☐ Yes ☐ No
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? ☐ Yes ☐ No

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 **X**	DATE

APPENDIX B

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO

HENRY COUNTY

The undersigned personally appeared before me, as an individual or as a representative of

_____for a contract for_____
(Name of Entity) (Type of Product or Service)

to be let by the County of Henry, who, being duly cautioned and sworn, makes 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 has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services in excess of $10,000, 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 $10,000, to any elected official of the County of Henry or their individual campaign committees:

    a. Myself;
    b. Any partner or owner or shareholder of the partnership (if applicable);
    c. Any owner of more than 20% of the corporation or business trust (if applicable);
    d. Each spouse of any person identified in (a) through (c) of this section;
    e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)

2. That none of the following have **collectively** made since April 4, 2007, and that, if awarded a contract for the purchase of goods or services in excess of $10,000, 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 $10,000, to any elected official of the County of Henry or their individual campaign committees:

    a. Myself;
    b. Any partner or owner or shareholder of the partnership (if applicable);
    c. Any owner of more than 20% of the corporation or business trust (if applicable);
    d. Each spouse of any person identified in (a) through (c) of this section;
    e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)

Signature_____

Title_____

Sworn to before me and subscribed in my presence this _____day of_____, 20_____.

Notary Public_____

My Commission expires_____

APPENDIX C

STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND BID CONDITIONS FOR OPWC-ASSISTED CONSTRUCTION PROJECTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code 123:2-3-02 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and the Ohio Administrative Code 123:2-3-02 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects to the provisions of said executive orders.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contract bidders on the project must submit prior to the execution of a contract a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes as issued by the State Equal Employment Opportunity Coordinator.

>>> Does this bidder have a valid Certificate of Compliance? ____Yes ____No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ____Yes ____No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> The prime contract bidder has prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? ____Yes ____No

O R

>>> With this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions ? ____Yes ____No

Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Division of Public Works' Regulations on Equal Employment Opportunity (hereinafter DPW Regulations) and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports (OAC 123:2-9-01) required by the DPW Regulations and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in the DPW Regulations and such other sanctions may be instituted and remedies invoked, as provided in said DPW Regulations or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of DPW Regulations, the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>> The prime contract bidder hereby adopts the foregoing covenants ? ___Yes ____No

BIDDER'S CERTIFICATION:

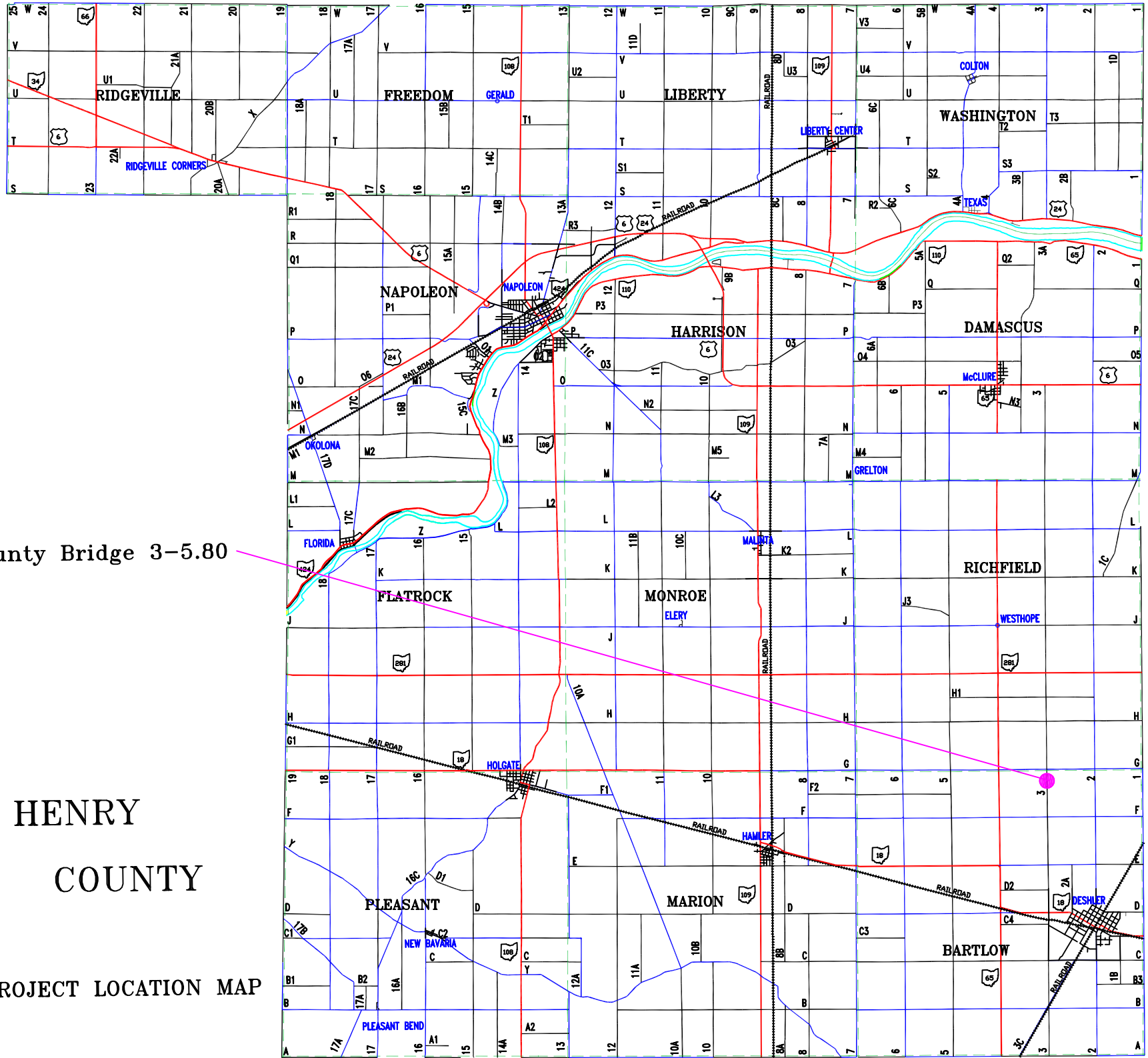
The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____ ___/____/___
Signature of Authorized Officer Date

_____
Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity Purposes.

APPENDIX D



Henry County Bridge 3-5.80

HENRY COUNTY

PROJECT LOCATION MAP