

PROPOSAL
FREEDOM TOWNSHIP
HENRY COUNTY, OHIO
TOWNSHIP ROAD V IMPROVEMENTS

Alan L. Damman, Trustee
Scott D. VanValkenburg, Trustee
Jeffrey L. Buchhop, Trustee
Dennis J. Bockelman, Fiscal Officer

LETTING – July 11, 2011 at 8:00 P.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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LEGAL NOTICE
NOTICE TO CONTRACTORS

Sealed proposals will be received at the residence of the Freedom Township Fiscal Officer, 14-267 Road V, Napoleon, Ohio until Monday, July 11, 2011 at 8:00 P.M. for the improvement of the following described roads:

Road V from Road 16 to Road 15
Road V from Road 15 to State Route 108

Freedom Township, Henry County, Ohio, in accordance with estimates and specifications on file with the Freedom Township Fiscal Officer. 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 at the Henry County Engineer's website, <http://henrycountyengineer.com> under the link "Bid Request Listing".

A portion of the project will be funded by the Local Transportation Improvement Program 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 \$575,000.00

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 TRUSTEES
FREEDOM TOWNSHIP
HENRY COUNTY, OHIO
By: Dennis Bockelman, Fiscal Officer
14-267 Road V
Napoleon, OH 43545

Please publish the above Legal Notice one time:
June 27, 2011

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 Township, 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 Township, 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

Township Road V from Road 16 to State Route 108 is an existing 16' wide pavement which will be reconstructed utilizing full depth reclamation, widened to 18' with 12 inches of Superberm Base, as manufactured by Custar Stone (or equivalent material), and resurfaced with 448 Asphalt Concrete (2 3/4" average depth). Aggregate berm will be placed 24" wide on each side as designated.

SPECIFICATIONS

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2010 together with any modifications to same as stated in this proposal shall

govern these improvements.

SPECIFIC PROJECT NOTES

The 448 surface asphalt shall be Type 1M, PG 64-22. All 448 material shall be placed at full width. Instead of full width paving, the Contractor may use hot joint construction using multiple pavers.

Road V from Road 16 to Road 15 shall be widened as indicated on the plans. Road V from Road 15 to State Route 108 shall be widened 1' on each side of the existing pavement. The excavated material from the widening shall be placed as shoulder embankment/berm adjacent to the new pavement.

“Formed or Butt-Type” construction joints shall be constructed at all pavement termini unless otherwise directed by the Township Trustees.

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.

Unless otherwise directed, construct an apron one (1') foot wide at unpaved driveways and mailbox approaches on sections of roadway that are being resurfaced with asphalt concrete.

FULL DEPTH RECLAMATION

1. Description

This work shall consist of pulverizing and mixing the existing bituminous surface along with the underlying granular base material to the specified length, width, and depth. Once pulverized the reclaimed materials shall then be used to establish proper width, grade and cross-slope. Once the above criteria are met, said materials shall then be mixed and stabilized with an asphalt emulsion, as specified. The material shall then be placed, compacted and fog-sealed as shown on the plans and as provided herein to create an “In-Place” Stabilized Base Course (SBC).

In the event that sub-standard material, high fines content or excessive moisture is present in isolated areas after the first pulverization pass, a small percentage of cement may be required to condition and/or dry the recycled material. Said cement shall be uniformly dispersed throughout the base material by using the reclaimer to mix the materials in the affected areas. Any additional labor and/or equipment costs associated with the addition of this cement shall be included in the contingency cement pay item.

2. Materials

A. BITUMINOUS STABILIZING ADDITIVE

Asphalt emulsion used for the project shall be an anionic-type “High Float” Cold In-Place Recycling Emulsion (HF-RE). The quality of asphalt emulsion required per square yard for the project specified herein has been established by the project’s mix design.

The General Specifications are as follows:

HF-RE			
(High Float Recycling Emulsion)			
Property	Minimum	Maximum	Test Method
Furol Viscosity @ 25 C, SFS	20	300	D-244
Sieve Test	<0.1		D-244
Residue % by Distillation	60+		D-244
Oil Distillation by Volume of Emulsion, %	0	5	D-244
Demulsibility, 35 ml, 0.02 N Ca/C12,%	0	35	D-244
Storage Stability	0	1	D-244
Coating Ability & Water Resistance			
Coating, Wet RAP	Good		D-244
<i>Tests on Residue by Distillation Test</i>			
Penetration, @25° C, 100g, 5 sec.	150	300	D-5
Ductility, @25° C, 5 cm/min., cm.	40+		D-113
Solubility in Trichloroethylene%	97.5		D-2042
Float Test,. 60° C, sec.	1200+		D-139

B. PULVERIZED BASE MATERIAL

The pulverized asphalt/base material in the roadway shall meet the following gradation requirements:

Sieve Size	% Passing
2"	100
#4	30-65
#200	0-10

C. CHEMICAL ADMIXTURES

Portland cement additives shall meet the requirements of ODOT Item 701.01. The weight of cement used shall be per the mix design.

D. WATER

In the event that water is needed for dust control and/or aid in compaction. It shall be clean and clear. If the water is of questionable quality, it should be tested in accordance with the requirements of AASHTO T-26.

3. Construction

A. GENERAL

The contractor shall provide all necessary labor, equipment, aggregate, stabilizing additives, if required, and place and compact the Stabilized Base Course.

B. EQUIPMENT/PROCESS

i. PREPULVERIZATION / SHAPING

The contractor shall pre-pulverize all pavement materials within the roadway limits to the depth specified (not to cut into sub-grade), shape said pulverized materials within the roadway limits to the depth specified, shape said pulverized materials to within ½ inch of irregularity to the lines and grades of the proposed roadway and compact pulverized material until no further densification is achieved. After acceptance by the Engineer, the contractor shall commence with spreading and blending. Water may need to be injected if pulverized materials are below 85% of optimum.

The equipment for pulverizing and mixing the existing pavement surfaces shall be a self-propelled machine capable of pulverizing in-place the existing pavement at a minimum width of eight (8) feet at the specified minimum depth. The cutting drum shall have the ability to operate at various speeds (RPM), independent of the machine's forward speed, with an adjustable mechanism to control chunk size and gradation. The machine shall be equipped with a computerized integral liquid proportioning system capable of regulating and monitoring the liquid application rate relative to depth of cut, width of injection, advance speed, and material density. The spray bar shall be mounted in such a manner as to allow the liquid additive(s) to be injected directly into the cutting drum/mixing chamber area of pulverized material in suspension. The equipment shall be capable of mixing the liquid additive(s) and the pulverized material into a homogenous mixture. The cutting drum shall be fully maintained and in good condition at all times throughout the job.

ii. DRY ADDITIVE SPREADING

The additive shall be applied at the rate set as indicated by the Job Mix Formula. The additive shall be spread uniformly on the soil by using computer controlled volumetric screw/vane type feeder or similar equipment approved by the Engineer. Dry additives shall be spread in a manner to minimize dusting. Skirting shall be provided on the spreader discharge and extend to sub-grade. Water spray shall be available at the spreader discharge. The dry additive shall not be applied when wind conditions, in the opinion of the Engineer, are such that blowing additive becomes objectionable to traffic or adjacent property owners.

iii. PULVERIZATION/MIXING

Using reclaiming equipment described in (A) above; thoroughly mix the dry materials while injecting the liquid additives as required to create a homogenized mix.

iv. RECLAIMED BASE COURSE PLACEMENT/GRADING

Following mixing, the SBC shall be placed by means of a conventional motor grader or paving machine with slope control, to the lines and grades established in the plans or proposal. Paving of this type is expected to be in accordance with acceptable base course products, with a tolerance of not more than ½ inch of irregularity.

v. COMPACTION

The number, weight and type of rollers shall be sufficient to obtain the required compaction while the SBC is in a workable condition. When Full Depth Reclamation is utilized at depth of 4" or more, breakdown rolling shall take place prior to motor grader manipulation utilizing at least a 30-ton pneumatic roller equipped with a wheel wetting device or an 84" vibratory pad foot roller. Rolling shall be performed until no displacement is discerned. Either a 20-ton double-drum vibratory steel wheel roller with a drum wetting device or an 84" single drum smooth drum vibratory compactor shall do final rolling to eliminate pneumatic tire marks and achieve density. Rolling/compacting patterns shall be established so that starting and stopping on un-compacted reclaimed material is kept to a minimum or eliminated, if possible. Starting and stopping should be done on previously compacted reclaimed material or on the existing pavement. Any type of rolling that result in cracking, movement, or other types of pavement distress shall be discontinued until the problem can be resolved. Discontinuation and commencement of rolling operations shall be at the sole discretion of the Engineer.

vi. WEATHER LIMITATIONS

The weather and temperature limitations for this work shall be 50° F and rising with no standing water on the existing surface. No work shall be performed if there is a forecast of an atmospheric temperature below 32° F within 24 hours.

4. CURING

Traffic may be allowed on the SBC before the new asphalt section is placed, however, it is at the discretion of the Engineer. Allow the reclaimed base course to cure for at least 3 days after proper compaction or until the moisture content of the SBC layer is acceptable before placement of the new asphalt wearing course.

5. SURFACE SEALING (FOG SEALING)

The reclaimed base course may need to be sealed at a rate of approximately 0.25 gallons/S.Y. to prevent raveling. After applying the emulsion for fog seal, sand or grits shall be spread over the surface at a rate of 15 pounds/S.Y. to prevent tracking of bituminous material. The product to be used for this sealing shall be compatible with any stabilizers specified for the SBC.

6. MIX DESIGN

Quantities below are based on a pulverized material density of 134.5 lb./c.f. The pulverization pass (Pass #1) is to be done at a depth of 7” below the existing pavement grade. Following the initial shaping and compaction operation, the depth of cut into the resulting pulverized asphalt/base roadway for the stabilization pass (Pass #2) will be 6” inches. The materials to be added are as follows:

HFRE Emulsion Application Rate	1.2 Gallons/S.Y.
Portland Cement Application Rate	18.2 Lbs/S.Y.
Material Density for Calculation of Portland Cement	134.5 Lbs./C.F.

Combine the pulverized material, emulsion, and cement, meeting the requirements specified, in such proportions that the base course composition conforms to the Job Mix Formula accepted by the Engineer. Make field adjustments to the mix proportions under the guidance of the Engineer to obtain a satisfactory RBC.

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 Trustees may do so and charge the CONTRACTOR the costs incurred.

TESTING

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.

Temporary pavement markings shall be placed upon the centerline of the surface at approximately 50 foot intervals. The temporary pavement marking shall be paid for under Item 448.

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 TO TOWNSHIP

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

AWARD OF PROJECT

The bid may be tabled at the formal opening; award of the project will be made at the time designated by the Board of Township Trustees following a review to verify bid compliance with all requirements and following the finalizing of the funding agreement between the Freedom Township Trustees and the Ohio Public Works Commission.

PROJECT COMPLETION DATE

The asphalt paving portion of the project shall be completed on or before October 31, 2011.

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 Trustees of Freedom Township.

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 Pages 14 through 16 of this proposal) for the work.

The total given on Page 13 is only for the convenience of the Freedom Township Trustees 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 Freedom Township Trustees.

BID GUARANTEE

Payable to the Board of Trustees of Freedom Township.

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 Board of Trustees of Freedom Township.

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: Freedom Township Trustees
c/o Dennis Bockelman, Fiscal Officer
14-267 Road V
Napoleon, OH 43545

and envelope marked: Township Road V Improvement Project and with the name and address of the bidder.

TIME

Bids are to be opened at 8:00 P.M., Monday, July 11, 2011.

PLACE

Dennis Bockelman, Freedom Township Fiscal Officer Residence
14-267 Road V
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.

FREEDOM TOWNSHIP 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.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN 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.

To: Freedom Township Trustees
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 Freedom Township Trustees 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 Price Bid	TOTAL AMOUNT BID
				Labor	Materials		
No.	No.	Quantities					
			Road V from Road 16 to Road 15 Length: 5,330 L.F. or 1.01 miles Width: 16' widen to 18' as per plans (10,660 S.Y. including driveway/mailbox approaches and radius work) Type: Full Depth Reclamation, 448 Intermediate and Surface Course w/ 304 Berm @ 24" wide each side.				
1	202	3 Each	Tile Abandoned, Plug End of Tile				
2	202	2 Each	Catch Basin Removed				
3	202	134 L.F.	Pipe Removed, 24" and Under				
4	203	435 C.Y.	Excavation				
5	204	1,553 S.Y.	Subgrade Compaction				
6	659	Lump Sum	Water	Lump	Sum		
7	659	Lump Sum	Seeding & Mulching	Lump	Sum		
8	659	Lump Sum	Commercial Fertilizer	Lump	Sum		
9	601	24 C.Y.	Rock Channel Protection, Type D, without filter (18" thick)				
10	602	1.65 C.Y.	Concrete Masonry (Headwall)				
11	603	40 L.F.	8" Conduit, Type B, 707.33				
12	603	165 L.F.	12" Conduit, Type B, 707.33 (Includes 1 – 15" x 15" x 12" N12 Tee, As Per Plan)				
13	603	34 L.F.	12" Conduit, Type D, 707.33				
14	603	8 L.F.	83" x 53" Conduit, Type C, 706.04 (Ti Include Minor Channel Relocation)				
15	604	5 Each	Catch Basin (As Per Plan)(To Include Minor Dirt Embankment Around C.B.'s)				
16	304	391 C.Y.	Aggregate Base (Drives & Roadside Berm)				
17	407	1,064 Gal.	Bituminous Tack Coat Applied to Existing Pavement at Rate of 0.05 Gallons Per Square Yard				
18	448	370 C.Y.	Asphalt Concrete Intermediate Course, PG 64-22, Type 1M Applied, Spread and Compacted at the Average Depth of 1 ¼"				
19	448	462 C.Y.	Asphalt Concrete Surface Course, PG 64-22, Type 1M Applied, Spread and Compacted at the Average Depth of 1 ½" (To Include Temporary Pavement Markings)				

20	Spec.	500 C.Y.	Superberm Base (As Manufactured by Custar Stone) (For Road Widening)				
21	Spec.	2 Each	Formed Construction Joints (119 L.F.)				
22	Spec.	9,475 S.Y.	Pre-pulverization, shaping, blending, application of additives, compaction & fine grading				
23	Spec.	86 Ton	Portland Cement Additive				
24	Spec.	11,370 Gal.	Bituminous Stabilizing Additive				
25	Spec.	9,475 S.Y.	Fog Seal including cover aggregate				
26	614	Lump Sum	Maintaining Traffic	Lump	Sum		
27	623	Lump Sum	Construction Layout Staking	Lump	Sum		
28	624	Lump Sum	Mobilization	Lump	Sum		
29	642	1.98 Mile	Edge Line, Type 1				
30	642	0.99 Mile	Center Line, Type 1				
31	103.05	Lump Sum	Premiums on Industrial Insurance and Performance Bond	Lump	Sum		
			Total Road V from Road 16 to Road 15				
Road V from Road 15 to State Route 108 Length: 5,380 L.F. or 1.02 miles Width: 16' widen to 18', 1' on each side (10,760 S.Y. including driveway/mailbox approaches and radius work) Type: Full Depth Reclamation, 448 Intermediate and Surface Course w/ 617 Berm @ 24" wide each side.							
32	203	600 C.Y.	Excavation				
33	204	1,800 S.Y.	Subgrade Compaction				
34	304	225 C.Y.	Aggregate Base (Drives & Roadside Berm)				
35	407	1,080 Gal.	Bituminous Tack Coat Applied to Existing Pavement at Rate of 0.05 Gallons Per Square Yard				
36	448	375 C.Y.	Asphalt Concrete Intermediate Course, PG 64-22, Type 1M Applied, Spread and Compacted at the Average Depth of 1 ¼"				
37	448	450 C.Y.	Asphalt Concrete Surface Course, PG 64-22, Type 1M Applied, Spread and Compacted at the Average Depth of 1 ½" (To Include Temporary Pavement Markings)				
38	Spec.	600 C.Y.	Superberm Base (As Manufactured by Custar Stone) (For Road Widening)				
39	Spec.	2 Each	Formed Construction Joints (120 L.F.)				
40	Spec.	9,565 S.Y.	Pre-pulverization, shaping, blending, application of additives, compaction & fine grading				

41	Spec.	87 Ton	Portland Cement Additive				
42	Spec.	11,480 Gal.	Bituminous Stabilizing Additive				
43	Spec.	9,565 S.Y.	Fog Seal including cover aggregate				
44	614	Lump Sum	Maintaining Traffic	Lump	Sum		
45	623	Lump Sum	Construction Layout Staking	Lump	Sum		
46	624	Lump Sum	Mobilization	Lump	Sum		
47	642	2 Mile	Edge Line, Type 1				
48	642	1 Mile	Center Line, Type 1				
49	103.05	Lump Sum	Premiums on Industrial Insurance and Performance Bond	Lump	Sum		
			Total Road V from Road 15 to State Route 108				
			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 _____, 2011, to enter into a written contract with the FREEDOM TOWNSHIP BOARD OF TRUSTEES 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 153.571, 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 Freedom Township 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 _____, 2011.

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 _____, 2011.

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 Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

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

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

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

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 Freedom Township, 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 Freedom Township 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 Freedom Township 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.

