PROPOSAL
HENRY COUNTY
DEPARTMENT OF HIGHWAYS
ROAD 19 (T-X) WIDENING

Timothy J. Schumm, County Engineer
Robert E. Hastedt, County Commissioners
Richard C. Myers, County Commissioner
Thomas H. VonDeylen, County Commissioner

LETTING – APRIL 24, 2012 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 Address:_____

INDEX

NOTICE TO CONTRACTORS (LEGAL NOTICE)	
NOTICE TO BIDDERS (INSURANCE)	2
INDEMNIFICATION/HOLD HARMLESS	3
TESTING/QUALITY CONTROL	3
MAINTAINING TRAFFIC	4
UTILITIES	4
CONTROL POINTS	4
GENERAL NOTES	4
SPECIFICATIONS	5
SPECIFIC PROJECT NOTES	6
AWARD OF PROJECT	6
PROJECT COMPLETION DATE	6
GUARANTEE	7
PREPARATION OF PROPOSAL	7
BID PROPER	7
BID GUARANTEE	7
ADDRESS	8
TIME	8
PLACE	8
COMPLIANCE NOTES	8
PROJECT PROPOSAL	10 - 12
WRITTEN CONTRACT	13
BID GUARANTY AND CONTRACT BOND FORMS	14 - 15
NON-COLLUSION AFFIDAVIT	16
VERIFICATION OF “NO FINDING FOR RECOVERY”	17
DMA FORM/NON-ASSISTANCE TO TERRORIST ORGANIZATON	APPENDIX A
AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.17 OF O.R.C.	APPENDIX B

Road 19 (T-X) Widening

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 Tuesday, April 24, 2012 at 10:00 A.M. for furnishing all services, labor, materials and equipment necessary for the improvement of the following described roads:

PROJECT	SECTION
P-1204	Reconstruction of Rd. "19" – Rd. T to Rd. X

PROJECT WIDTH: 18 Feet widening to 20 Feet
PROJECT LENGTH: 1.37 Miles
PROJECT TYPE: Asphalt Concrete Widening, Leveling, Resurfacing and Related Roadway Improvements

Bidding documents, plans and specifications will be issued at the Office of the County Engineer upon receipt of a non-refundable charge of $20.00 per set. One display set 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://www.henrycountyengineer.com under the link "Bid Request Listing".

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 his bid a bid guaranty 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 l305 of the Ohio Revised Code, in the amount of ten (10%) percent of the bid.

Bid guaranty must be provided as guarantee 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 guaranty, 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 improvements is $383,600.00.

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 COUNTY COMMISSIONERS
HENRY COUNTY, OHIO
By: Vicki R. Glick, Clerk

Please publish the above Legal Notice:

April 3, 2012

INSURANCE

Bidders that are pre-qualified 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 and may waive the insurance requirement of these specifications.

Those bidders that are not pre-qualified 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 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 or them may be liable:

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

Claims under damage because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (l) 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 the commence 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 be 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 $1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000.00 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 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.

TESTING/QUALITY CONTROL

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

Asphalt concrete mixtures specified shall be composed of aggregate, asphalt binder and

modifiers (where specified) meeting the Ohio Department of Transportation requirements.

The CONTRACTOR, prior to producing asphalt for this contract, shall submit a job mix formula that meets contract requirements and has previously been approved for use on ODOT work.

Acceptance of the mix will be based on the owner representative's observation that production and quality control operations are resulting in an acceptable product.

Should any retesting be required to settle a dispute, such testing will be at the CONTRACTOR'S expense.

MAINTAINING TRAFFIC

Local traffic only shall be maintained for access to and from homesites and businesses. 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 Item 614, Maintaining Traffic.

Temporary pavement marking shall be placed upon the centerline of the surface course at approximately 50 foot intervals on all roadways 16' and greater in width unless otherwise stated. The temporary marking shall be paid for under Item 448, Asphalt Concrete Surface Course.

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.

CONTROL POINTS

Before actual construction operations begin, the Engineer will reference all existing monuments, railroad spikes, iron bolts, etc. in the survey line. Upon completion of the pavement surfacing, the Engineer will re-establish all control points in the new pavement.

GENERAL NOTES

Unless otherwise noted one (1") inch deep "formed" construction joints as directed by the Engineer shall be constructed at all pavement termini locations and at all interruptions to the continuous placement of 448 material (weather, end of day, etc.) A separate bid item has been included for "formed construction joints" at the pavement termini locations on all projects. All construction joint locations will be field painted prior to bidding.

All projects shall include radius, intersection, drive approach and mailbox approach pavement as shown on the plans or as directed by the Engineer. Unless otherwise directed,

the CONTRACTOR shall construct an apron one (l') foot wide at unpaved driveways and mailbox approaches. Apron length at driveways shall equal driveway width plus ten (10') feet. Apron length at mailbox approaches shall be seventy-five (75') feet centered on the mailbox. All quantities for approach work are included in the listed project bid items.

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

Tonnage lath shall be provided by the Engineer at a minimum of 500' intervals. Additionally areas requiring layout for location of formed construction joints, feather areas, planning and profile correction will be provided by the Engineer. Construction stakes on projects requiring pavement realignment, layout for widening, shoulder limits, drainage structures, ditch grades, pavement grades, etc. shall be by the Contractor and shall be paid for under Item 623 - Construction Layout Stakes.

The CONTRACTOR shall confine his work area within the proposed work limits as shown on the plans.

SPECIFICATIONS

Asphalt Specifications

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2010 together with any modifications to same as stated herein or on the plans will govern these improvements.

Item 448 Intermediate course where specified, shall be placed to restore crown to the pavement. All 448 Intermediate Course material shall be placed as directed by the Engineer prior to placement of any 448 Surface Course material on a road by road basis. No construction traffic shall be permitted over the material until sufficient cooling has occurred to support such traffic. Unless otherwise noted or directed by the Engineer Item 448 Intermediate (Leveling) Course shall be placed at a minimum compacted depth of one and one-quarter (1¼") inch with a designed cross-section slope of one-quarter (¼") inch per foot. Item 448 Surface Course shall be placed at a minimum compacted depth of one and one-quarter (1¼") inches with a designed cross-section slope of one-quarter (¼") inch per foot unless specified otherwise.

All 448 materials shall to the extent practicable, be placed at full width. Material shall be placed to provide the designed 1/4 inch/foot cross-section slope and to correct longitudinal deficiencies with a forty (40') foot automatically controlled leveling ski. Instead of full width paving, the Contractor may use hot joint construction using multiple pavers.

Item 407 Bituminous Tack Coat shall be applied to all existing pavement and intermediate courses at the rate of 0.05 gallons per square yard unless otherwise noted.

The asphalt binder grade for all 448 material used shall be PG 64-22. Both the 448 Intermediate Leveling Course and the 448 Surface Course shall be Type 1M.

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.

SPECIFIC PROJECT NOTES

P-1204: County Road 19 – Rd. T to Rd. X – Road 19 is an existing 18 feet wide pavement that is to be widened to 20 feet and resurfaced. The project involves ditch relocation and shoulder construction. All work shall be completed as per the project proposal and plans. Additional right-of-way has been secured to accommodate the improvements.

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 Board of County Commissioners following a review to verify compliance with all bid requirements.

PROJECT COMPLETION DATE

All work shall be completed on or before October 1, 2012. 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. 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.

GUARANTEE

The CONTRACTOR shall guarantee for a period of one (1) year from the date of completion of the proposed work that it is free from all defects due to faulty materials or workmanship. The CONTRACTOR shall promptly make corrections as may be necessary by reason of such defects. The Engineer will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make repairs, adjustments or other work which may be made necessary by such defects, the Engineer may do so and charge the CONTRACTOR the cost thereby incurred.

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 additions 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 11-12 of this proposal) bid for the work.

The totals given on Page 10 are 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 this 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 extension 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 GUARANTY

Payable to the Board of County Commissioners.

Each bidder is required to file with his bid a bid guaranty 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 County Commissioners.

Bid guaranty must be provided as guarantee 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 guaranty, 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

Proposals must be sealed and addressed to: Board of Commissioners
1853 Oakwood Avenue
Napoleon, OH 43545

and envelope marked: Road 19 (T-X) Widening Project No. P-1204 and with the name and address of the bidder.

TIME

Bids are to be opened at 10:00 A.M., Tuesday, April 24, 2012.

PLACE

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

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 HOURDIVISION 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.

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: The Board of County Commissioners and
Engineer of Henry County Ohio

The undersigned, having full knowledge of the sites, plans and specifications for the following improvements and the conditions of this proposal hereby agrees to furnish all services, labor and materials and equipment necessary to complete the entire project according to the plans, 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 for Project P-1204 based on the approximate quantities given and the unit prices specified by the bidder amounts to 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 alternations in the specifications of the work. The unit prices shall remain in effect and held firm during the term of this contract.

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

Road 19 (T-X) Widening *(Bid sheets can also be found in Microsoft Excel format online)*

Ref. No.	Item No.	Approx. Unit Quantities	Item	ITEMIZED PROPOSAL Unit Price Labor	Unit Price Materials	Total Unit Price Bid	TOTAL AMOUNT BID
P-1204 – Co. Rd. "19" – Rd T to Rd X Length: 7,240 L.F. or 1.37 miles Width: 18' widen to 20'							
			Roadway				
1	201	2 Ea.	Tree Removed, 18"				
2	201	Lump Sum	Clearing & Grubbing	Lump	Sum		
3	202	Lump Sum	Remove Drop Box & 9 LF of 12" Tile (Return Box to Property Owner)	Lump	Sum		
4	202	Lump Sum	Remove Concrete Pad	Lump	Sum		
5	202	1 Ea.	Remove and Relocate Post				
6	202	1 Ea.	Remove Post				
7	202	6 Ea.	Remove & Relocate Mailbox				
8	202	231 L.F.	Pipe Removed, 24" & Under				
9	202	45 L.F.	Pipe Removed, Over 24" (To Include Headwall Removal Where Noted)				
10	202	36 L.F.	Pipe Removed For Re-Use (As Per Plan)				
11	203	5,098 C.Y.	Excavation				
12	203	4,714 C.Y.	Embankment				
13	204	2,089 S.Y.	Subgrade Compaction				
			TOTAL ROADWAY				
			Erosion Control				
14	601	137 C.Y.	Rock Channel Protection, Type D, Without Filter (18" Thick)				
			TOTAL EROSION CONTROL				
			Drainage				
15	603	19 L.F.	4" Conduit, Type E, 707.32				
16	603	37 L.F.	4" Conduit, Type E, 707.33 (Includes 45° Elbow Where Noted)				
17	603	55 L.F.	6" Conduit, Type E, 707.32 (Includes 45° Elbows)(As Per Plan)				
18	603	10 L.F.	8" Conduit, Type E, 707.33				
19	603	52 L.F.	12" Conduit, Type B, 707.33				
20	603	5.5 L.F.	24" Conduit, Type E, 707.33 (Includes 2-45° Elbows)(As Per Plan)				

Ref. No.	Item No.	Approx. Unit Quantities	Item	ITEMIZED PROPOSAL			
				Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
				Labor	Materials		
21	603	252 L.F.	42” Conduit, Type C, 707.33 (Includes 4-45° Elbows)(As Per Plan)				
22	603	36 L.F.	42” Conduit (Re-laying 42” RCP that was removed for Reuse)(As Per Plan)				
			TOTAL DRAINAGE				
			Pavement				
23	448	528 C.Y.	Asphalt Concrete Surface Course (To Include Temporary Pavement Markings)				
24	448	425 C.Y	Asphalt Concrete Intermediate/Leveling Course				
25	301	278 C.Y	Asphalt Concrete Base (Includes Item 407 Tack Coat On Vertical Face)				
26	304	33 C.Y.	Aggregate Base				
27	407	1,518 Gal.	Tack Coat (Applied at the Rate of 0.05 Gal./S.Y.)(See Typical Section)				
28	Spec.	5 Ea.	Butt Joints (163 L.F.)				
			TOTAL PAVEMENT				
			Miscellaneous				
29	614	Lump Sum	Maintaining Traffic	Lump	Sum		
30	623	Lump Sum	Construction Layout Stakes	Lump	Sum		
31	624	Lump Sum	Mobilization	Lump	Sum		
32	103.05	Lump Sum	Contract Performance & Payment Bond	Lump	Sum		
			TOTAL MISCELLANEOUS				
			TOTAL AMOUNT OF 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 _____, 2012, 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, SIGN BELOW:

_____

Incorporated under the laws of the State of _____

By_____ (Signature)

_____ Title of Officer Signing

BID GUARANTY AND CONTRACT BOND

(Section 153.57I, 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 therefore 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 _____, 2012.

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:

Prior to award of a contract, Henry County shall verify and report to the Engineer and the Bidder that the Bidder does not appear in the State Auditor’s database for “Findings of Recovery”.

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

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_____