

PROPOSAL
HENRY COUNTY, OHIO
DEPARTMENT OF HIGHWAYS
ROAD W IMPROVEMENT

Timothy J. Schumm, P.E., P.S., County Engineer
Robert E. Hastedt, County Commissioner
Glenn A. Miller, County Commissioner
Thomas H. VonDeylen, County Commissioner

LETTING – May 13, 2014 at 10:00 A.M.

DO NOT SUBMIT MORE THAN ONE PROPOSAL FOR EACH BID

Submitted By: _____

Street: _____

Post Office: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

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**LEGAL NOTICE
NOTICE TO CONTRACTORS**

Notice is hereby given that sealed proposals will be received at the office of the Office of the Board of County Commissioners, Henry County, Ohio until Tuesday, May 13, 2014 at 10:00 A.M. for furnishing all services, labor, materials and equipment necessary for the improvement of the following described road:

Road W - Road 24 to SR 66

Bidding documents and specifications will be issued at the Office of the County Engineer. 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 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 \$335,500.00.

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: Lisa D. Sugg, Clerk

Please publish the above Legal Notice one time:
April 22, 2014

INSURANCE

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

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

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

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

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

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

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

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

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

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims from personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR OR BY A SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all

damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

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

INDEMNIFICATION/HOLD HARMLESS

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

TESTING/QUALITY CONTROL

The Henry County Engineer reserves the right to engage in 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 deemed unacceptable shall be dealt with in accordance to ODOT Spec. 106.07 and related specification sections.

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

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

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

modifiers (where specified) meeting ODOT requirements.

The CONTRACTOR, prior to producing asphalt for this contract, shall submit a job mix formula that meets contract requirements and has been approved previously 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 testing 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 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 course at approximately 50 foot intervals. The temporary pavement 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 directed by the Engineer. Unless otherwise directed, the CONTRACTOR shall construct an apron one (1') 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.

SPECIFICATIONS

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2013 together with any modifications to same as stated in this proposal shall 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-half (1 ½ ") 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-half (1 ½ ") 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.

The asphalt binder grade for all 301 and 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

Road W from Road 24 to State Route 66 is an existing 18' wide pavement. The section from State Route 66 west 1,320' will be planed 3" (average). The entire section from Road 24 to State Route 66 will be pulverized for full depth reclamation. The section from State Route 66 west 1,320' west will be resurfaced with 301 Asphalt Concrete (3" average depth). The entire section from Road 24 to State Route 66 will be resurfaced with 448 Asphalt Concrete Intermediate Course (1 1/2" average depth), and 448 Asphalt Concrete Surface Course (1 1/2" average depth).

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 Portland cement, as specified. The material shall then be placed, compacted and fog-sealed as described in the specifications 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. 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.

B. 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, 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 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 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

No work shall be performed before May 1st or after October 31st unless otherwise directed by the Engineer. 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 5 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

The following Job Mix Formula is based on an existing in-place asphalt/base material that was retrieved from various cores taken. The results of the cores indicated asphalt thicknesses ranging from 8.5 inches to 13 inches with an aggregate base ranging from 1 inch to 10.5 inches. The pulverization pass (Pass #1) is to be done at a depth of 16 inches 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 16 inches. The materials to be added are as follows:

Portland cement 94 lbs/sy

Combine the pulverized material 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.

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 bid compliance with all requirements.

PROJECT COMPLETION DATE

The project shall be completed on or before September 15, 2014.

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

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

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

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 make corrections as necessary by reason of noted defects. The Engineer will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR fails to make repairs, adjustments or complete other work which may be required by such defects, the Engineer may do so and charge the CONTRACTOR the costs incurred.

PREPARATION OF PROPOSAL

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

BID PROPER

The bidder is required to fill in, in the "Unit Price Bid" column, a unit price for addition opposite each item for which there is a quantity given in the "Approximate Unit Quantities" column. The gross sum of the totals in the "Total Amount Bid" column shall equal the sum (shown on Page 14 of this proposal) for the work.

The total given on Page 13 is only for the convenience of the Henry County Commissioners in reading bids.

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

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

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

BID GUARANTEE

Payable to the Henry County Board of Commissioners.

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

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

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

the State of Ohio, for the full amount of the bid.

ADDRESS

Proposal must be sealed and addressed: Henry County Board of Commissioners
1853 Oakwood Avenue
Napoleon, OH 43545

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

TIME

Bids are to be opened at 10:00 A.M., Tuesday, May 13, 2014.

PLACE

Office of Henry County Board of 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 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.

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

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

_____ DOLLARS (\$_____).

UNIT PRICE CONTRACT

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

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

Ref. No.	Item No.	Approx. Unit Quantities	Item	ITEMIZED PROPOSAL			
				Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
				Labor	Materials		
Road W from Road 24 to State Route 66 Length: 5,350 L.F. or 1.01 miles Width: 18' (10,700 S.Y.) Type: Full Depth Reclamation, 254 Pavement Planing and 301 Base Course on east 1,320'; 448 Intermediate and Surface Course.							
1	254	2,640 S.Y.	Pavement Planing, Asphalt Concrete @ 3" average	\$ _____	\$ _____	\$ _____	\$ _____
2	301	220 C.Y.	Asphalt Concrete Base Course, PG 64-22 @ 3" average	\$ _____	\$ _____	\$ _____	\$ _____
3	407	1,220 Gal.	Bituminous Tack Coat applied @ 0.05 gal./s.y.	\$ _____	\$ _____	\$ _____	\$ _____
4	448	445 C.Y.	Asphalt Concrete Intermediate Course, PG 64-22, Type 1M applied, spread & compacted at the average depth of 1 1/2"	\$ _____	\$ _____	\$ _____	\$ _____
5	448	445 C.Y.	Asphalt Concrete Surface Course, PG 64-22, Type 1M applied, spread & compacted at the average depth of 1 1/2"	\$ _____	\$ _____	\$ _____	\$ _____
6	Spec.	10,700 S.Y.	Pre-pulverization, shaping, blending, application of additives, compaction & fine grading (16")	\$ _____	\$ _____	\$ _____	\$ _____
7	Spec.	10,700 S.Y.	Fog Seal including cover aggregate	\$ _____	\$ _____	\$ _____	\$ _____
8	Spec.	505 Ton	Portland Cement Additive	\$ _____	\$ _____	\$ _____	\$ _____
9	Spec.	2 Ea.	Formed Construction Joint	\$ _____	\$ _____	\$ _____	\$ _____
10	604	2 Ea.	Adjust Manhole to Grade	\$ _____	\$ _____	\$ _____	\$ _____
11	614	Lump Sum	Maintaining Traffic	Lump	Sum	\$ _____	\$ _____
12	623	Lump Sum	Construction Layout Staking	Lump	Sum	\$ _____	\$ _____
13	624	Lump Sum	Mobilization	Lump	Sum	\$ _____	\$ _____
14	103.05	Lump Sum	Premiums on Industrial Insurance and Performance Bond	Lump	Sum	\$ _____	\$ _____
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 _____, 2014, to enter into a written contract with the HENRY COUNTY BOARD OF COMMISSIONERS within ten (10) days from the notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

(Name)

(Post Office Address)

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

(Trade Name)

(Post Office Address)

_____ Sole Owner

By: _____

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership)

(Post Office Address)

By _____

(Post Office Address)

(Partner)

(Post Office Address)

(Partner)

(Post Office Address)

(Partner)

(Post Office Address)

IF A JOINT BID, SIGN BELOW:

(Name)

(Name)

By _____

By _____

(Post Office Address)

(Post Office Address)

IF A CORPORATION BID, SIGN BELOW:

Incorporated under the laws of the State of _____

By _____ (Signature)

_____ Title of Officer Signing

**BID GUARANTY AND
CONTRACT BOND**

(Section 153.571, 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 Henry County 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 _____, 2014.

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 _____, 2014.

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

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 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 _____