PROPOSAL
HENRY COUNTY
DEPARTMENT OF HIGHWAYS
REPLACEMENT OF HENRY COUNTY
BRIDGE 17c-0.15

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

LETTING – March 24, 2015 at 10:00 A.M.

DO NOT SUBMIT MORE THAN ONE PROPOSAL FOR EACH BID

Submitted By:_____

Street:_____

Post Office:_____

State:_____ Zip Code:_____

Telephone Number:_____ Fax Number:_____

E-Mail: _____

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Replacement of Henry County Bridge 17c-0.15

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, March 24, 2015 at 10:00 A.M. for furnishing all services, labor, materials and equipment necessary for the improvement of the following project:

Replacement of Henry County Bridge 17c-0.15

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 copy will be available for inspection at the Office of the County Engineer. The bidding documents and plans are also available on 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 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 $667,500.

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

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

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

BY ORDER OF
THE BOARD OF HENRY COUNTY COMMISSIONERS
HENRY COUNTY, OHIO
By: Lisa D. Sugg, Clerk

Please publish the above Legal Notice
March 3, 2015

NOTICE TO BIDDERS

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION/HOLD HARMLESS

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

PROJECT SCOPE

The project consists of the replacement of Henry County Bridge 17c-0.15. The bridge is to be replaced with a single span concrete culvert with reinforced concrete foundations on CIP piles. The project location is on County Road 17c between Road Z and Road 424 in Flatrock Township. All work shall be completed as per the project proposal and plans.

SPECIFICATIONS

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2013 together with any modifications to same as stated in this proposal shall govern these improvements.

SPECIFIC PROJECT NOTES

ODOT Item 401.20 Asphalt Binder price adjustment does not apply.

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

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

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

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

MAINTENANCE AND GUARANTEE PERIOD

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

TESTING

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

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

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

MAINTAINING TRAFFIC

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

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

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

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

UNDERGROUND UTILITIES

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

NOTICE OF INTENT TO COMMENCE WORK

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

AWARD OF PROJECT

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

PROJECT COMPLETION DATE

The project shall be completed on or before August 31, 2015. Road closure will be limited to no more than 45 days between June 1, 2015 and July 31, 2015. Road may not be closed prior to June 1, 2015 and shall reopen to traffic no later than July 31, 2015.

For each calendar day that any work shall remain uncompleted after the stated completion date the appropriate sum, in accordance with the schedule of liquidated damages per Section 108.07 of the Standard Specifications of the State of Ohio Department of

Transportation, will be deducted from any monies due the CONTRACTOR, not as a penalty but as liquidated damages; provided however, that due account shall be taken of any adjustment of the completion date granted by the Board of County Commissioners of Henry County.

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

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

PREPARATION OF PROPOSAL

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

BID PROPER

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

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

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

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

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

BID GUARANTEE

Payable to the Henry County Board of Commissioners.

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

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

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

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

ADDRESS

Proposal must be sealed and addressed:

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

with envelope marked: Replacement of Henry County Bridge 17c-0.15 and with the name and address of the bidder.

TIME

Bids are to be opened at 10:00 A.M., Tuesday, March 24, 2015.

PLACE

Office of the Board of Henry 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 HOUR DIVISION VIA THE INTERNET AT THE FOLLOWING WEB SITE: http://www.com.ohio.gov/laws

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

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

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

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

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

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

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

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

_____

DOLLARS ($_____).

UNIT PRICE CONTRACT

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

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

Ref. No.	Item No.	Approx. Unit Quantities	Item	ITEMIZED PROPOSAL Unit Price Labor	Unit Price Materials	Total Unit Price Bid	TOTAL AMOUNT BID
Bridge 17c-0.15							
			Roadway				
1	201	Lump Sum	Clearing and Grubbing				
2	202	385 SY	Pavement Removed				
3	202	107 SF	Walk Removed				
4	202	71 FT	Guardrail Removed				
5	203	17 CY	Excavation				
6	204	385 SY	Subgrade Compaction				
7	204	1 Hour	Proof Rolling				
8	203	247 CY	Embankment				
9	608	326 SF	4” Concrete Walk				
			TOTAL ROADWAY				
			Erosion Control				
10	659	12 CY	Topsoil				
11	659	106 SY	Seeding and Mulching				
12	659	6 SY	Repair Seeding and Mulching				
13	659	0.01 Ton	Commercial Fertilizer				
14	659	0.03 Acre	Lime				
15	659	1 MGAL	Water				
			TOTAL EROSION CONTROL				
			Structure				
16	202	Lump Sum	Structure Removed, Over 20’ Span				
17	202	156 SY	Approach Slab Removed				
18	202	187 SY	Wearing Course Removed				
19	503	Lump Sum	Cofferdams and Excavation Bracing				
20	503	396 CY	Unclassified Excavation				
21	505	Lump Sum	Pile Driving Equipment Mobilization				
22	507	800 FT	12” Cast In Place Reinforced Concrete Piles, Driven, as per plan				

Ref. No.	Item No.	Approx. Unit Quantities	Item	ITEMIZED PROPOSAL			
				Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
				Labor	Materials		
23	507	960 FT	12” Cast In Place Reinforced Concrete Piles, Furnished				
24	507	800 FT	Prebored Holes				
24	509	4739 LB	Epoxy Coated Reinforcing Steel				
25	511	74 CY	Class QC1 Concrete with QC/QA, Footing, as per plan				
26	511	35 CY	Class QC2 Concrete, Misc: Sidewalk and Railing				
27	512	296 SY	Type 2 Waterproofing, as per plan				
28	512	213 SY	Sealing of Concrete Surfaces (Non-epoxy), as per plan				
29	517	63 FT	Railing Misc;, Full Height Pedestrian Handrail				
30	517	119 FT	Railing Misc;, Shortened Pedestrian Handrail				
31	518	99 CY	Porous Backfill with Filter Fabric				
32	601	31 CY	Rock Channel Protection, Type C with Filter Fabric				
33	609	119 FT	Combination Curb and Gutter, Type 2, as per plan				
34	611	Lump Sum	Conduit, Misc: Type A Precast Reinforced Concrete Bridge Culvert Sections 57’-0” Span x 10’-8” Rise, includes Precast Reinforced Concrete Wingwall, Headwall and Footing/Pile Cap				
			TOTAL STRUCTURE				
			Pavement				
35	301	77 CY	Asphalt Concrete Base, PG 64-22				
36	304	72 CY	Aggregate Base (For Roadway)				
37	407	30 GAL	Tack Coat (Applied at the Rate of 0.05 Gal/SY)				
38	441	33 CY	Asphalt Concrete Surface Course, Type 1 (448), as per plan				
39	609	103 FT	Combination Curb and Gutter, Type 2				
40	642	0.02 Mile	Center Line				
			TOTAL PAVEMENT				
			Miscellanous				
41	614	Lump Sum	Maintaining Traffic				
42	623	Lump Sum	Construction Layout Stakes				
43	624	Lump Sum	Mobilization				
44	103.05	Lump Sum	Contract Performance and Payment Bond				
			TOTAL MISCELLANOUS				
			TOTAL AMOUNT BID				

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

WRITTEN CONTRACT

On acceptance of the Proposal for said work, I/we do hereby bind myself/ourselves this _____day of _____, 2015, to enter into a written contract with the HENRY COUNTY BOARD OF COMMISSIONERS within ten (10) days from the notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

_____ _____
(Name) (Post Office Address)

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

_____ _____
(Trade Name) (Post Office Address)

_____Sole Owner

By:_____

IF A PARTNERSHIP, SIGN BELOW:

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

By_____ _____
(Post Office Address)

_____ _____
(Partner) (Post Office Address)

_____ _____
(Partner) (Post Office Address)

_____ _____
(Partner) (Post Office Address)

IF A JOINT BID, SIGN BELOW:

_____ _____
(Name) (Name)

By_____ By_____

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

IF A CORPORATION BID, SIGN BELOW:

_____

Incorporated under the laws of the State of _____

By_____ (Signature)
_____ Title of Officer Signing

BID GUARANTY AND
CONTRACT BOND

_____

(Section 153.57l, Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned_____
_____
(Name and Address)
as Principal and _____
_____
(Name of Surety)
_____ as Surety, are hereby held and firmly bound unto _____ Ohio as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:_____
_____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, Incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars ($_____).
(if the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing and mailing notices to prospective bidders, whichever is less, then his obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialism or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligation of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____day of _____, 2015.

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 _____, 2015.

_____
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

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO

HENRY COUNTY

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

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

to be let by the County of Henry, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of ***the*** following has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services in excess of $10,000, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of $10,000, to any elected official of the County of Henry or their individual campaign committees:

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

2. That none of the following have **collectively** made since April 4, 2007, and that, if awarded a contract for the purchase of goods or services in excess of $10,000, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of $10,000, to any elected official of the County of Henry or their individual campaign committees:

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

Signature_____

Title_____

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

Notary Public_____

My Commission expires_____