

PROPOSAL  
HARRISON TOWNSHIP  
HENRY COUNTY, OHIO  
TOWNSHIP ROAD IMPROVEMENTS

Jeremy Babcock, Trustee  
Brad Kinder, Trustee  
Alan Storch, Trustee  
RaAnn Bauman, Fiscal Officer

Timothy J. Schumm, P.E., P.S., County Engineer

LETTING – Tuesday, July 5, 2016 at 7:30 P.M.

DO NOT SUBMIT MORE THAN ONE PROPOSAL FOR EACH BID

Submitted By: \_\_\_\_\_

Street: \_\_\_\_\_

Post Office: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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## LEGAL NOTICE

### NOTICE TO CONTRACTORS

Harrison Township will meet Tuesday, July 5, 2016 at 7:30 P.M. to receive sealed proposals at the residence of the Harrison Township Fiscal Officer, O-311 County Road 8, Napoleon, Ohio. Sealed proposals can be submitted until Tuesday, July 5, 2016 at 7:30 P.M. for the improvement of the following described roads:

1. Harrison Township Road 12 between Road P3 and S.R. 110
2. Bartlow Township Road E from Road 1 to Road 2

Harrison Township, Henry County, Ohio, in accordance with estimates and specifications on file with the Harrison Township Fiscal Officer.

Bidding documents and plans can be obtained online under the "Bid Request Listing" tab at [www.henrycountyengineer.com](http://www.henrycountyengineer.com).

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

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

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

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

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

Estimated total cost of the improvement is \$283,020.

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 HARRISON TOWNSHIP BOARD OF TRUSTEES  
HENRY COUNTY, OHIO

By: RaAnn Bauman, Fiscal Officer  
O-311 C.R. 8  
Napoleon, OH 43545

*Please publish the above Legal Notice one time: June 14, 2016*

## 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 his employees;

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

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

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

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

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

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

### **INDEMNIFICATION/HOLD HARMLESS**

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

### **PROJECT SCOPE**

The project consists of:

1. Harrison Township Road 12 in between Road P3 and SR 110 will be widened 15' along the west edge of pavement to install a turn lane. The approximate length is 980'. Also includes pavement

markings, base work, subgrade compaction, and dirt work. A 1.5" 442 asphalt super pave surface course and a 2" 442 asphalt superpave intermediate course is to be placed on 8" of 301 asphalt base and 8" of 304 aggregate base.

2. Bartlow Township Road E from Road 1 to Road 2 is to be widened from 16' to 18' and resurfaced with 1.5" of 441 asphalt concrete. Road E is 5,195' in length.

All projects include drive approaches

### **SPECIFICATIONS**

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2016 together with any modifications to same as stated in this proposal shall govern these improvements.

### **SPECIFIC PROJECT NOTES**

Asphalt binder price adjustment does not apply.

The 441 surface asphalt shall be Type 1M, PG 64-22. All 441 material shall be placed at full width. Instead of full width paving, the Contractor may use hot joint construction using multiple pavers. The 442 super pave shall be as per plans.

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

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

Unless otherwise directed or not practical, construct an apron one (1') foot wide at unpaved driveways and mailbox approaches on sections of roadway that are being resurfaced with asphalt concrete.

Work shall be tracked for each political subdivision (identified with specific letters in the reference number) and invoices shall specific for each political subdivision's project. All invoices must be sent to the County Engineer, not the political subdivision. There are two (2) political subdivision this proposal covers. (Harrison Township and Bartlow Township)

### **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 County Engineer and/or 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 County Engineer and/or Trustees may do so and charge the CONTRACTOR the costs incurred.

## **TESTING**

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

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

## **MAINTAINING TRAFFIC**

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

Temporary pavement markings shall be placed upon the centerline of the surface at approximately 50 foot intervals for any pavements with widths of 16' or greater. The temporary pavement marking shall be paid for under Item 441. The road 12 project does not need temporary pavement markings but final pavement markings shall be installed within 3 weeks of the surface course being applied.

Road 12 will be adjusted as a one way road with the southbound traffic being maintained until the final layer of asphalt has been placed. Construction barrels and signs will be necessary in order to funnel the southbound lane to the left side (usually Northbound lane) of the road. Road 12 will be closed for Northbound traffic until 2 way traffic is restored. See page 5 of the plans

## **UNDERGROUND UTILITIES**

Prior to any construction requiring excavation activity, the CONTRACTOR shall contact the Ohio Utility Protection Service (OUPS) at 811 for location of any underground utilities at least two (2) working days prior to any activity. Non-OUPS members must be called directly.

## **NOTICE TO COUNTY ENGINEER**

The CONTRACTOR shall provide the County Engineer with a minimum of 48 hours advance notice prior to the commencement of work for Bartlow Township. The CONTRACTOR shall provide at least a 7 day advanced notice to the County Engineer prior to commencement of work for Harrison Township. This is necessary to allow Campbell's soup enough time to notify trucking companies.

## **AWARD OF PROJECT**

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

## **PROJECT COMPLETION DATE**

The project shall be completed on or before October 31, 2016.

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

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

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

#### **PREPARATION OF PROPOSAL**

The blank spaces in the proposal must be filled in correctly, where indicated, and written in ink. The majority of the bid packet should be able to be filled out with the computer.

#### **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 11 is only for the convenience of the Harrison Township Trustees in reading bids.

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

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

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

will render the bid informal at the discretion of the Harrison Township Trustees.

**BID GUARANTEE**

Payable to the Board of Trustees of Harrison Township.

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

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

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

**ADDRESS**

Proposal must be sealed and addressed: Harrison Township Trustees  
O-311 C.R. 8  
Napoleon, Ohio 43545

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

**TIME**

Bids are to be opened at 7:30 P.M., Tuesday, July 5, 2016.

**PLACE**

Harrison Township Fiscal Officer's Residence  
O-311 C.R. 8  
Napoleon, Ohio 43545

**OHIO PRODUCTS**

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

**COMPLIANCE NOTES**

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

A COPY OF THE APPLICABLE WAGE RATES MAY BE OBTAINED FROM THE STATE OF OHIO WAGE AND HOUR DIVISION VIA THE INTERNET AT THE FOLLOWING WEB SITE:

<http://www.com.ohio.gov/laws>

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

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

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

**PROJECT PROPOSAL**

To: Harrison Township Trustees  
Henry County, Ohio

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

The total amount of the bid, based on the approximate quantities given and the unit prices specified by the bidder amount the SUM OF \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

**UNIT PRICE CONTRACT**

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

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

**Harrison Township Project**

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
<b>Bartlow Township Road E from Road 1 to Road 2</b> <b>Length: 5195 Feet or 0.98 Mile(s)</b> <b>Width: 18 Feet (Approx. 10450 S.Y. including radius and driveway work)</b> <b>Type: ODOT Spec 441, with Spec 301 Widening W/ 617 Berm @ 1.5 Feet Wide Each Side</b>								
B1	203	160	CY	Excavation (2' Widening North Side and Mailbox Turnout)	\$	\$	\$	\$
B2	204	1,155	SY	Subgrade Compaction	\$	\$	\$	\$
B3	301	160	CY	Bituminous Aggregate Base, (5" average compacted depth, includes 407 tack coat on vertical face)	\$	\$	\$	\$
B4	407	525	Gal	Bituminous Tack Coat applied at 0.05 gallons per square yard	\$	\$	\$	\$
B5	441	435	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M (448) applied, spread and compacted at the average depth of 1.5 inches	\$	\$	\$	\$
B6	617	145	CY	Stabilized crushed aggregate berm in place and compacted at the average depth of 3 inches	\$	\$	\$	\$
B7	Spec.	4	EA	Formed Construction Joint (174 L.F.)	\$	\$	\$	\$
B8	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
B9	624	1	L.S.	Mobilization	\$	\$	\$	\$
B10	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
B11	601	19	CY	Rock Channel Protection, Type C Without Filter	\$	\$	\$	\$
<b>Total Bartlow Township</b>					<b>\$</b>			

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
<b>Harrison Township Road 12 Turn Lane Project</b>								
Length: See Plans								
Width: 15' of widening for turn lane								
Type: ODOT Spec 442, with Spec 301 Widening, dirt work and 617 berm work								
<b>Roadway</b>								
H1	203	1,071	CY	Excavation (include removal of excess materials)	\$	\$	\$	\$
H2	203	65	CY	Embankment	\$	\$	\$	\$
H3	204	1,463	SY	Subgrade Compaction	\$	\$	\$	\$
<b>Erosion Control</b>								
H4	601	6	CY	Rock Channel Protection, Type D, Without Filter (18" Thick)	\$	\$	\$	\$
H5	659	12	M. Gal	Water	\$	\$	\$	\$
H6	659	2,190	SY	Seeding and Mulching	\$	\$	\$	\$
H7	659	0.2	Ton	Commercial Fertilizer	\$	\$	\$	\$
<b>Drainage</b>								
H8	611	25	LF	12" Conduit, Type C, 706.02 (Includes 2- 12" Conc. Elbows) (as per plan)	\$	\$	\$	\$
<b>Pavement</b>								
H9	442	59	CY	1.5" Asphalt Concrete Surface Course, Type A (448), PG 70-22M	\$	\$	\$	\$
H10	442	79	CY	2" Asphalt Concrete Intermediate Course, Type A (448), PG 64-28	\$	\$	\$	\$
H11	301	315	CY	8" Asphalt Concrete Base (Includes 407 Tack on Vertical Face)	\$	\$	\$	\$
H12	304	328	CY	Aggregate Base	\$	\$	\$	\$
H13	407	140	Gal	Tack Coat	\$	\$	\$	\$
<b>Miscellaneous</b>								
H14	642	0.17	Miles	Edgeline, 4 Inch, Type 1 (STA 43+24.5 to 52+25)	\$	\$	\$	\$

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
H15	642	0.15	Miles	Lane Line, 8 Inch, Type 1 (STA 43+00 to 51+00)	\$	\$	\$	\$
H16	642	4	EA	Right Turn Lane Arrow, Type 1 (@ STA. 51+25, 48+75, 46+25, 43+50)	\$	\$	\$	\$
H17	642	125	LF	Removal of existing Pavement Marking (Edgelines) (STA 51+00 to 52+25)	\$	\$	\$	\$
H18	614	1	LS	Maintaining Traffic (Includes temporary signs and barrels. See page 5 of the plans)	\$	\$	\$	\$
H19	623	1	LS	Construction Layout Staking	\$	\$	\$	\$
H20	624	1	LS	Mobilization	\$	\$	\$	\$
H21	103.05	1	LS	Contract and Performance Bond	\$	\$	\$	\$
<b>Total Harrison Township</b>					<b>\$</b>			

**Total of Entire Bid**

**\$**

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(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 \_\_\_\_\_, 2016, to enter into a written contract with the Harrison TOWNSHIP BOARD OF TRUSTEES within ten (10) days from the notice of award.

**IF AN INDIVIDUAL, SIGN BELOW:**

\_\_\_\_\_  
(Name) (Post Office Address)

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

\_\_\_\_\_  
(Trade Name) (Post Office Address)

\_\_\_\_\_  
Sole Owner

By: \_\_\_\_\_

**IF A PARTNERSHIP, SIGN BELOW:**

\_\_\_\_\_  
(Name of Partnership) (Post Office Address)

By \_\_\_\_\_  
(Post Office Address)

\_\_\_\_\_  
(Partner) (Post Office Address)

\_\_\_\_\_  
(Partner) (Post Office Address)

\_\_\_\_\_  
(Partner) (Post Office Address)

**IF A JOINT BID, SIGN BELOW:**

\_\_\_\_\_  
(Name) (Name)

By \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
(Post Office Address) (Post Office Address)

**IF A CORPORATION BID, SIGN BELOW:**

\_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

By \_\_\_\_\_ (Signature)

\_\_\_\_\_ Title of Officer Signing

**BID GUARANTY AND CONTRACT BOND**

**(Section 153.571, Ohio Revised Code)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto Harrison Township as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as: \_\_\_\_\_

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, Incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

(if the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

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

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

SIGNED AND SEALED This \_\_\_\_ day of \_\_\_\_\_, 2016.

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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Ohio

(Seal)

My commission expires:

\_\_\_\_\_, 20\_\_\_\_

**VERIFICATION OF "NO FINDING FOR RECOVERY"**

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

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

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title

# **APPENDIX A**

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

1. That none of **the** following has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$10,000, to any elected official of Harrison Township or their individual campaign committees:
  - a. Myself;
  - b. Any partner or owner or shareholder of the partnership (if applicable);
  - c. Any owner of more than 20% of the corporation or business trust (if applicable);
  - d. Each spouse of any person identified in (a) through (c) of this section;
  - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)
  
2. That none of the following have **collectively** made since April 4, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$10,000, to any elected official of Harrison Township or their individual campaign committees:
  - a. Myself;
  - b. Any partner or owner or shareholder of the partnership (if applicable);
  - c. Any owner of more than 20% of the corporation or business trust (if applicable);
  - d. Each spouse of any person identified in (a) through (c) of this section;
  - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

## ***APPENDIX B***

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

**NOTICE TO CONTRACTORS:**

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

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:**

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

>>> Does this bidder have a valid Certificate of Compliance? \_\_\_Yes \_\_\_No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? \_\_\_Yes \_\_\_No

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

**BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:**

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

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

**O R**

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

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

**BIDDER'S EEO COVENANTS:**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract

and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

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

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

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

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

>>> The prime contract bidder hereby adopts the foregoing covenants? \_\_\_Yes \_\_\_No

**BIDDER’S CERTIFICATION:**

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

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature of Authorized Officer      Date

\_\_\_\_\_  
Title

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