

Contract Documents

PUT-TR M-6-5.75

Bridge Rehabilitation over Riley Creek

**Putnam County Commissioners
January, 2017**

DBE Goal = 8%

PUTNAM COUNTY ENGINEER

245 EAST MAIN STREET
OTTAWA, OHIO 45875
OFFICE PHONE • 419-523-6931
FAX • 419-523-6014

DATE: December 28, 2016
TO: Bidders
RE: **CONTRACT DOCUMENTS**
PUT-TR M-6-5.75
Bridge Rehabilitation over Riley Creek
PID No. 98795
Putnam County, Ohio

Bidders:

The following sheets in the bid documents **MUST BE COMPLETED** at the time you submit your bid for the above referenced project: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16; Page 3 of ODOT's 2016 LPA Template (ODOT Spec Book and LPA Spec Book) Required Contract Provisions. All of these sheets must be filled out completely.

Before the contract may be awarded, a valid copy of a **CERTIFICATE OF COMPLIANCE FOR EQUAL EMPLOYMENT OPPORTUNITY** purposes as issued by the State Equal Employment Opportunity Coordinator must be submitted to the Putnam County Engineer.

If you have any questions regarding this matter, feel free to give me a call.

Yours truly,



Michael Lenhart, P.E., P.S.
Putnam County Engineer

File

CONTRACT DOCUMENTS

**PUT-TR M-6-5.75
PID NO. 98795
FEDERAL PROJECT NO. E150039**

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LEGAL NOTICE

PUT-TR M-6-5.75

PID No. 98795

FEDERAL PROJECT NO. E150039

PUTNAM COUNTY, OHIO

Sealed bids will be received at the office of the Board of Putnam County Commissioners; Putnam County Courthouse; 245 E. Main St., Suite 101, Ottawa, Ohio 45875, until **11:00 A.M., January 19, 2017** at which time they will be opened and publicly read aloud. **Bids will be for the rehabilitation of a bow string truss bridge over Riley Creek including disassembly, galvanizing and re-erection of the truss, abutment repairs, and reconstruction of the approach roadway. The estimate for the cost of construction is \$479,898.47.**

Bids will be accepted only from Contractors who are prequalified for this type of work with the State of Ohio, Department of Transportation, per Section 102.01 of the State of Ohio, Department of Transportation Construction and Material Specifications, dated January 1, 2016. **The DBE goal for this project is 8%.**

No contract shall be entered into unless the bidder possesses a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator, Certification Section, 77 South High Street, 24th Floor, Columbus, Ohio 43215, dated no later than 180 days prior to the fixed bid opening date.

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 and 153.571 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the Proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity and a complete listing of all subcontractors to be used. The owner intends and requires that this project be completed no later than **September 1, 2017.**

Bidders must comply with the prevailing wage rates on Public Improvements in Putnam County, Ohio as determined by the Davis-Bacon Act (Davis-Bacon Wage Determination Database).

Construction plans, specifications and contract documents may be obtained from the office of the Putnam County Engineer, 245 E. Main St., Suite 205, Ottawa, Ohio 45875. They can also be downloaded from the Putnam County Engineer website at <http://www.putnamcountyohio.gov/ElectedOfficials/Engineer/BidOpportunities.aspx>.

All bids shall be sealed and addressed to the Board of Putnam County Commissioners; Putnam County Courthouse, 245 E. Main St., Ottawa, Ohio 45875 and marked "**SEALED BID – PUT-TR M-6-5.75**" on the outside of the envelope.

No bidder shall be permitted to withdraw its bid for a period of thirty (30) days after the time of bid opening.

The Board of County Commissioners, Putnam County, Ohio reserves the right to reject any or all bids submitted or to waive any irregularities pursuant to Section 9.31 of the Revised Code.

By Order of the Board of Putnam County Commissioners, Putnam County, Ohio
Cindy Landwehr, Clerk of Board of County Commissioners
Putnam County, Ohio

Advertise: December 28, 2016
January 4, 2017
January 11, 2017

INSTRUCTIONS TO BIDDERS

DATE AND PLACE FOR OPENING PROPOSALS: Pursuant to the Legal Notice, sealed proposals for performing the work will be received by the Board of County Commissioners of Putnam County, Ohio. At the time and place set forth in said notice, they will be publicly opened by the Board of County Commissioners and read; the awarding of the contract, if awarded, will be made by the Board of County Commissioners as soon thereafter as practicable.

FORM FOR PROPOSALS: All proposals shall be made upon the blank forms of proposal attached hereto, and should give the lump sum or unit prices for the work, and must be signed by the bidder in accordance with the directions in the form of proposal.

OMISSION AND DISCREPANCIES: Should a bidder find discrepancies in, or omissions from the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer who may send a written instruction to all bidders.

ACCEPTANCE OR REJECTION OF PROPOSALS: The County reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal having erasures or corrections in the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are unbalanced may be rejected; any proposal accompanied by the insufficient or irregular bond or certified check may be rejected.

PROPOSAL BOND, CERTIFIED CHECK, CASHIER'S CHECK OR LETTER OF CREDIT: All proposals shall be accompanied by a proposal bond with surety satisfactory to the County for the full amount (100%) of the bid, or a certified check, cashier's check or a letter of credit for ten percent (10%) of the bid made payable to the Putnam County Treasurer. Such bond, check or letter of credit is to serve as a guarantee that if the proposal is accepted, a contract will be entered into and the performance of it properly secured.

All proposal bonds, certified checks, cashier's checks or letters of credit shall be returned on demand within ten (10) days after the proposals are opened - except those of the three (3) lowest bidders, which shall be held until the successful bidder has executed the contract. Thereafter, all remaining proposal bonds, certified checks, cashier's checks or letters of credit will be returned.

ACCEPTANCE OF PROPOSAL: Within thirty (30) days after the opening of proposals, the Board of County Commissioners will act upon the proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and be responsible for liquidated damages as provided herein. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of County Commissioners.

DAMAGES FOR FAILURE TO EXECUTE CONTRACT: Any bidder whose proposal is accepted will be required to execute the contract within ten (10) days after the notice that the contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

The amount of the proposal bond, certified check, cashier's check or letter of credit accompanying the proposal shall be retained by the County as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted fails or refused to execute the contract, as herein provided, the Board of County Commissioners may, at their option, determine that such bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to

liquidated damages as above provided.

TIME FOR BEGINNING AND COMPLETION: The Contractor shall commence work immediately when conditions are suitable to start and to prosecute work in such a manner as to complete it by **September 1, 2017.**

PRICES: The prices are to include the furnishing of all materials, plant, tools, and other facilities, and the performance of all labor and services necessary for proper completion of the work, except as may be otherwise expressly provided in the contract documents.

INTERPRETATIONS AND ADDENDA: No oral interpretation shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the contract documents. Every request for an interpretation shall be made in writing and addressed to Michael Lenhart, P.E., P.S., Putnam County Engineer; 245 E. Main St., Suite 205, Ottawa, Ohio 45875.

UNIT PRICE: The unit price specified in the "**Unit Price Bid**" column will govern the awarding of the contract.

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

EXPERIENCE STATEMENT: All bidders are required to submit a detailed statement of work they have done of a character similar to that included in this Contract, to give reference and such other detailed information that will enable the Putnam County Engineer to judge their responsibility, experience, skill and financial standing.

PREQUALIFICATION OF BIDDERS: Bids will be accepted only from Contractors who are prequalified for this type of work with the State of Ohio, Department of Transportation, per Section 102.01 of the State of Ohio, Department of Transportation Construction and Material Specifications, dated January 1, 2016.

AWARDING OF CONTRACT: The award of the Contract, if it is awarded, will be to the lowest or best responsible ODOT prequalified Bidder, whose qualifications indicate the award will be in the best interest of the County and whose proposal complies with all the prescribed requirements. No Notice of Award will be given until the Putnam County Engineer has concluded such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the work in accordance with the Contract Documents to the satisfaction of the County within the time prescribed. The County reserves the right to reject the Proposal of any Bidder who does not pass such investigation to the Putnam County Engineer's satisfaction. In analyzing Proposals, the Putnam County Engineer may take into consideration unit prices.

BIDDER REPRESENTS: The Bidder represents that he has read and understands the Documents; that he has visited the Site and has familiarized himself with the conditions under which the Work is to be performed; that he understands that no claim for additional compensation or extension of time will be allowed because of alleged misunderstanding of the Documents or conditions at the Site; and that his Bid is based on the materials, equipment and systems described in the Documents, without exception.

FEDERALLY REQUIRED EEO CERTIFICATION FORM: Attention of the Bidders is called to Note 6 in ODOT's 2016 LPA Template (ODOT Spec Book and LPA Spec Book) Required Contract Provisions section of this bid package. The Bidder must circle the appropriate "has" or "has not" in the Federally Required EEO Certification Note and return with the Bid.

WAGE SCALE: Attention of the Bidders is called to Note 15 in ODOT's 2016 LPA Template (ODOT Spec Book and LPA Spec Book) Required Contract Provisions section of this bid package. The wage rates for this project may be viewed at the website listed in this note. The wage modification in effect at the time of the project sale date shall be used by all contractors.

ODOT'S 2016 LPA TEMPLATE REQUIRED CONTRACT PROVISIONS: The required contract provisions for federal-aid construction contracts (contained in ODOT'S 2016 LPA template) are hereby incorporated by reference.

PROPOSAL

Proposal of _____
Bidder

Address

For: The rehabilitation of a bow string truss bridge over Riley Creek including disassembly, galvanizing, and reerection of the truss, abutment repairs, and reconstruction of the approach roadway.

The work length is 310 feet (0.06 mile) on TR M-6 (including the bridge limits).

The project being located as follows: Riley Township; County Road TR M-6; beginning at Station 302+40 and ending at Station 305+05.22 on the centerline of TR M-6 as established in the construction drawings prepared by the Putnam County Engineer’s consultant, Kohli & Kaliher Associates, Inc. and titled: PUTNAM COUNTY, OHIO; OFFICE OF THE COUNTY ENGINEER; PUT-TR M-6-5.75; BRIDGE REHABILITATION; RILEY TOWNSHIP

**To: The Board of County Commissioners
Putnam County, Ottawa, Ohio**

The undersigned bidder has carefully examined the form of the Contract, the General Conditions, the Special Conditions, the Specifications, and the Plans for **PUT-TR M-6-5.75; PID NO. 98795** above described and referred to in the Legal Notice, inviting proposals on such work and also the site of the work. The bidder has also received and examined copies of the following Addenda (receipt of which is hereby acknowledged by the initials of the bidder):

| | | |
|-------------------|-------------|--------------------------------------|
| Addenda No. _____ | Dated _____ | Initial as Received by Bidder: _____ |
| Addenda No. _____ | Dated _____ | Initial as Received by Bidder: _____ |
| Addenda No. _____ | Dated _____ | Initial as Received by Bidder: _____ |

The bidder will provide all necessary tools, machinery, equipment apparatus and other materials called for by said State of Ohio, Department of Transportation Construction and Material Specifications, dated January 1, 2016 with Supplemental Specifications, General and Special Conditions and the Plans, in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Engineer under them, for the sum of

_____ Dollars,
(\$_____).

The undersigned bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease at the unit prices stated in the following schedules.

SCHEDULE OF UNIT PRICES

PUT-TR M-6-5.75, PID NO. 98795

| REF. NO. | ITEM NO. | DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT |
|-------------------------------|-------------|---|------|-------|---------------|-----------------|
| <u>ROADWAY</u> | | | | | | |
| 1 | 201 | Clearing and Grubbing | 1 | Lump | _____ | _____ |
| 2 | 202 | Pavement Removed, Asphalt | 389 | S.Y. | _____ | _____ |
| 3 | 203 | Excavation | 35 | C.Y. | _____ | _____ |
| 4 | 203 | Embankment | 102 | C.Y. | _____ | _____ |
| 5 | 204 | Subgrade Compaction | 449 | S.Y. | _____ | _____ |
| 6 | 204 | Proof Rolling | 2 | Hour | _____ | _____ |
| 7 | 606 | Guardrail, Type MGS | 12.5 | FT. | _____ | _____ |
| 8 | 606 | Anchor Assembly, MGS Type T | 4 | Each | _____ | _____ |
| 9 | 606 | MGS Bridge Terminal Assembly, Type 1 | 4 | Each | _____ | _____ |
| 10 | 607 | Fence, Misc.: Construction Protective Fencing | 325 | FT. | _____ | _____ |
| <u>EROSION CONTROL</u> | | | | | | |
| 11 | 659 | Topsoil | 59 | C.Y. | _____ | _____ |
| 12 | 659 | Seeding and Mulching | 529 | S.Y. | _____ | _____ |
| 13 | 659 | Repair Seeding and Mulching | 26 | S.Y. | _____ | _____ |
| 14 | 659 | Commercial Fertilizer | 0.07 | Ton | _____ | _____ |
| 15 | 659 | Lime | 0.11 | Acre | _____ | _____ |
| 16 | 659 | Water | 3 | Mgal. | _____ | _____ |
| 17 | 832 | Erosion Control | 4000 | Each | \$ 1.00 | \$ 4,000.00 |
| <u>DRAINAGE</u> | | | | | | |
| 18 | 605 | Aggregate Drains | 85 | FT. | _____ | _____ |
| 19 | 611 | 6" Conduit, Type E | 25 | FT. | _____ | _____ |
| 20 | 611 | 6" Conduit, Type F | 25 | FT. | _____ | _____ |
| 22 | 611 | 8" Conduit, Type F | 25 | FT. | _____ | _____ |

**SCHEDULE OF UNIT PRICES
PUT-TR M-6-5.75, PID NO. 98795**

| REF. NO. | ITEM NO. | DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT |
|-------------|-------------|---|------|------|---------------|-----------------|
| 23 | 611 | 12" Conduit, Type B | 25 | FT. | | |
| | | <u>PAVEMENT</u> | | | | |
| 24 | 301 | Asphalt Concrete Base, PG64-22 | 55 | C.Y. | | |
| 25 | 304 | Aggregate Base | 85 | C.Y. | | |
| 26 | 407 | Tack Coat | 42 | Gal. | | |
| 29 | 441 | Asphalt Concrete Surface Course, Type 1, (448), PG64-22 | 32 | C.Y. | | |
| | | <u>TRAFFIC CONTROL</u> | | | | |
| 30 | 626 | Barrier Reflector | 8 | Each | | |
| 31 | 630 | Ground Mounted Support, No. 3 Post | 116 | FT. | | |
| 32 | 630 | Sign Post Reflector | 9 | Each | | |
| 33 | 630 | Sign, Flat Sheet | 69.5 | S.F. | | |
| 34 | 630 | Removal of Ground Mounted Sign and Disposal | 6 | Each | | |
| 35 | 630 | Removal of Ground Mounted Post Support and Disposal | 4 | Each | | |
| 36 | 642 | Edge Line, 4" | 0.11 | Mile | | |
| | | <u>STRUCTURE OVER 20 FOOT SPAN</u> | | | | |
| 38 | 202 | Portions of Structure Removed, Over 20 Foot Span, As Per Plan | 1 | Lump | | |
| 39 | 202 | Wearing Course Removed, As Per Plan | 154 | S.Y. | | |
| 40 | 407 | Tack Coat | 8 | Gal. | | |
| 41 | 441 | Asphalt Concrete Surface Course, Type 1, (448), PG64-22 | 8 | C.Y. | | |
| 42 | 503 | Unclassified Excavation | 1 | Lump | | |
| 43 | 512 | Sealing of Concrete Surfaces (Epoxy Urethane) | 158 | S.Y. | | |
| 44 | 512 | Type 2 Waterproofing, As Per Plan (On Timber Deck) | 132 | S.Y. | | |

SCHEDULE OF UNIT PRICES
PUT-TR M-6-5.75, PID NO. 98795

| REF. NO. | ITEM NO. | DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT |
|--------------------------------------|----------|---|-------|------|------------|--------------|
| 45 | 512 | Type 2 Waterproofing, As Per Plan (On Stringers) | 36 | S.Y. | | |
| 46 | 513 | Structural Steel Members, Level UF, As Per Plan | 1 | Lump | | |
| 47 | 513 | Structural Steel Members, Level 6, As Per Plan (Floor Beam Fabrication | 1 | Lump | | |
| 48 | 513 | Structural Steel Members, Level 2, As Per Plan | 13578 | LB. | | |
| 49 | n/a | Not Used | n/a | n/a | | |
| 50 | 513 | Structural Steel, Misc.: Level 6, Contingency Quantities, Lower Chord Member Fabrication | 510 | LB. | | |
| 51 | 513 | Structural Steel, Misc.: Disassemble Existing Truss | 1 | Lump | | |
| 52 | 513 | Structural Steel, Misc.: Reassemble Truss | 1 | Lump | | |
| 53 | 513 | Structural Steel, Misc.: Galvanize Existing and New Truss Members, Stringers, Hanger Bolts, Bearings and Hardware | 1 | Lump | | |
| 54 | 513 | Structural Steel, Misc.: Level 6, Contingency Quantities, Hanger Bolt Fabrication | 12 | Each | | |
| 55 | 513 | Structural Steel, Misc.: Level UF, Contingency Quantities, Bearings | 2 | Each | | |
| 56 | 516 | 3/4" Elastomeric Erection Strip (6" x 14'-2" x 3/4") | 15 | S.F. | | |
| 57 | 516 | Special - Sawing and Sealing of Bituminous Concrete Joints | 28 | FT. | | |
| 58 | 516 | 1/8" Preformed Bearing Pads (6" x 6") | 26 | Each | | |
| 59 | 516 | 1/8" Preformed Bearing Pads (12" x 14") | 4 | Each | | |
| 60 | 516 | Elastomeric Bearing Pad, Misc.: (1 1/4" x 12" x 14") | 4 | Each | | |
| 61 | 517 | Railing (Twin Steel Tube), As Per Plan | 189 | FT. | | |
| 62 | 518 | Special - Steel Drip Strip | 215 | FT. | | |
| 63 | 519 | Patching Concrete Structure, As Per Plan | 755 | S.F. | | |
| 64 | 519 | Special - Patching Concrete Structure Refurbishing Abutment Bearing Areas | 161 | S.F. | | |
| 65 | 530 | Special - Structure, Misc.: Timber Backwall | 57 | S.F. | | |
| 66 | 530 | Special - Structure, Misc.: 4" Strip Floor | 1187 | S.F. | | |
| <u>MAINTENANCE OF TRAFFIC</u> | | | | | | |

**SCHEDULE OF UNIT PRICES
PUT-TR M-6-5.75, PID NO. 98795**

| REF. NO. | ITEM NO. | DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL AMOUNT |
|--------------------|-------------|--|------|-------|---------------|-----------------|
| 67 | 616 | Water | 1 | Mgal. | | |
| | | <u>INCIDENTALS</u> | | | | |
| 68 | 614 | Maintaining Traffic | 1 | Lump | | |
| 69 | n/a | Not Used | n/a | n/a | | |
| 70 | 623 | Construction Layout Stakes And Surveying | 1 | Lump | | |
| 71 | 624 | Mobilization | 1 | Lump | | |
| GRAND TOTAL | | | | | | |

The undersigned also agrees as follows:

FIRST: To do any extra work not covered by the above schedule of prices which may be ordered by the Engineer, and to accept as full compensation thereof, such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with the General Conditions, and in accordance with Section 5555.69 O.R.C.

SECOND: Within ten (10) days from the date of notice of acceptance of this proposal, to execute the contract and to furnish to the County, a satisfactory performance bond in the amount of one hundred percent (100%) of the amount of the contract, guaranteeing the faithful performance of the work and the payment of the bills.

THIRD: It is understood that all work embodied in this Proposal, together with all additions will be completed by September 1, 2017

Enclosed herewith is a proposal guarantee, as defined in the attached Instructions to Bidders, in the amount of _____ Dollars, (\$_____), which proposal guarantee the undersigned Bidder agrees to be forfeited to and become the property of the County as liquidated damages, should the Proposal be accepted and the Contract awarded him and he fails to enter into contract in the form prescribed and to furnish the required bond within ten (10) days as stipulated.

The following persons, firms or corporations are interested with the undersigned Bidder in this Proposal (subcontractors):

| NAME | ADDRESS | TYPE OF WORK |
|----------|---------|--------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |

All liability on this project vests with the prime Contractor and he must have a knowledgeable representative on this project at all times when work is in process. If there are no such persons, firms or corporations, please so state in the following space:

It is understood that the Schedule of Prevailing Wage Rates, as established by the Davis-Bacon Act (Davis-Bacon Wage Determination Database), is to govern on this project and the undersigned certifies that he has examined the Schedule of Wage Rates and the prices bid are based upon such established Prevailing Wage Rates.

It is also understood that all subcontractors shall pay Prevailing Wage Rates, as established by the Davis-Bacon Act (Davis-Bacon Wage Determination Database), to their employees who perform work at this site.

Dated at _____, this _____ day of _____, 20__.

Signature of Bidder

If an individual: _____, doing business

as _____

If a partnership: _____

by _____, Partner

If a corporation: _____

a _____, Corporation

by _____

Title

Business address of Bidder

Street

City State

(_____) _____
Phone Number

EXPERIENCE STATEMENT

The bidder is required to state in detail in the space provided below, what work he has under contract and has completed, and other information as will enable the Engineer to judge of his responsibility, experience, skill and financial standing.

PROJECTS NOW UNDER CONTRACT:

| <u>Project (Type)</u> | <u>Location</u> | <u>Completion Date</u> | <u>Contract Date</u> |
|-----------------------|-----------------|------------------------|----------------------|
|-----------------------|-----------------|------------------------|----------------------|

LAST FIVE (5) PROJECTS COMPLETED:

| <u>Project (Type)</u> | <u>Location</u> | <u>Year</u> | <u>Contract Date</u> |
|-----------------------|-----------------|-------------|----------------------|
|-----------------------|-----------------|-------------|----------------------|

ADDITIONAL INFORMATION:

The information given herein is for the guidance of the Engineer and will be regarded as confidential.

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 the Board of Putnam County Commissioners, Putnam County, Ohio, and the Ohio Department of Transportation (ODOT), hereinafter called the 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:

PUT-TR M-6-5.75; PID NO. 98795
FEDERAL PROJECT NO. E150039
PUTNAM COUNTY, OHIO

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 the 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 of printing new contract documents in connection with the resubmission, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and 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 therefore; 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 materialman 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 obligations of said Surety on this 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 _____, 20__.

PRINCIPAL:

By: _____

Title: _____

SURETY:

By: _____

Attorney-in-Fact

SURETY COMPANY ADDRESS:

City State Zip

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, 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 Board of County Commissioners, Putnam County, Ohio, 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 within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, 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 \$1,000, to any elected official of Putnam County, Ohio having ultimate responsibility for the award of the contract or their individual campaign committees:

- a. myself (if applicable);
- 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 January 1, 2007).

2. That none of the following have **collectively** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, 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 \$2,000, to any elected official of Putnam County, Ohio having ultimate responsibility for the award of the contract or their individual campaign committees:

- a. myself (if applicable);
- 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;
- f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Signature _____

Title: _____

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

Notary Public _____

My Commission Expires: _____

NOTE: THIS FORM SHALL BE SUBMITTED WITH THE BIDDER'S BID PROPOSAL.

NOTICE OF AWARD

To: _____

Project Description:

The OWNER has considered the BID dated _____, submitted by you for the above described WORK.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of insurance and other requested items within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said insurance certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20__.

Owner _____

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this the ____ day of _____, 20__.

By _____

Title _____

CONTRACT

THIS AGREEMENT made the ____ day of _____, 20__ by and between the Board of County Commissioners, Putnam County, Ohio, hereinafter called the COUNTY, and _____, hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and COUNTY, for the consideration hereinafter named agree as follows:

1. The CONTRACTOR shall furnish all of the materials and perform all of the work described in the bid specifications entitled: **PUT-TR M-6-5.75; PID NO. 98795; RILEY TOWNSHIP; PUTNAM COUNTY, OHIO** prepared by the Putnam County Engineer; 245 E. Main St., Suite 205, Ottawa, Ohio 45875, hereinafter called the ENGINEER, and shall do everything required in this agreement, the General and Special Conditions of the Contract, State of Ohio Department of Transportation Construction and Material Specifications, dated January 1, 2016, Supplemental Specifications, and the Plans.
2. The work to be performed under this Contract shall be commenced immediately when conditions are suitable to start this work, and shall be completed by **September 1, 2017**.
3. The COUNTY shall pay the CONTRACTOR for the faithful performance of the Contract, subject to the addition and deduction provided therein for the sum of _____ (\$ _____), more or less. It is understood and agreed that this is a Unit Price Contract.
4. The COUNTY shall make payments on the account of the Contract as provided therein as follows:

On or about the tenth (10th) day of each month, the COUNTY will make partial payment to the CONTRACTOR in the amount of ninety-two percent (92%) on the basis of the value of the unit price as stated in the Unit Price Contract for labor and material incorporated in the work thereof to the last day of the preceding month, as estimated by the ENGINEER, less the aggregate of previous payments.

Eight percent (8%) shall be retained by the COUNTY from all ENGINEER'S estimates for labor and materials used in this project. This eight- percent (8%) shall be retained from all ENGINEER'S estimates until fifty percent (50%) of the Contract price has been paid. Thereafter, no additional retainer will be held from the ENGINEER'S estimate.
5. Upon receipt of notice that the work is ready for final inspection and acceptance, the ENGINEER shall promptly make inspection, and when he finds the work acceptable under the Contract and Contract fully performed, he shall promptly issue a final certificate stating that the work provided for in this contract has been completed and accepted, and the entire balance found to be due the CONTRACTOR, including the retained percentage, shall be paid the CONTRACTOR within thirty (30) days after the date of said final certificate.

Before issuance of certificate, the CONTRACTOR shall submit satisfactory evidence to the ENGINEER that all payrolls, material bills and the other indebtedness connected with the work have been paid in full and that the requirements of the mechanic's lien law (Chapter 1311 Ohio Revised Code) have been complied with.

The making and accepting of the final payment shall constitute a waiver of all claims by the COUNTY, other than those arising from faulty work appearing after final payment, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certified, the COUNTY shall without terminating the Contract make payment of the balance due for that portion of the work fully completed and accepted. Such payments shall be made under the terms and conditions of final payment - except that it shall not constitute a waiver of claims.

6. The CONTRACTOR and all subcontractors shall pay to each laborer, workman or mechanic employed by such CONTRACTOR, subcontractor or other person who works at this project site, the prevailing rate of wages for Allen County, as issued by the Davis-Bacon Act (Davis-Bacon Wage Determination Database), during the life of this Contract.

Also, the Putnam County Engineer, upon receipt from the Davis-Bacon Wage Determination Database of a notice of a change in prevailing wage rates for Putnam County, shall within seven (7) days notify the CONTRACTOR and all subcontractors of the respective wage changes related to this project. The CONTRACTOR and all subcontractors shall immediately make those necessary adjustments in the prevailing wage rates that their laborers, workmen and mechanics are currently receiving to the new prevailing wage rates that are issued by the Davis-Bacon Wage Determination Database.

7. In addition to the Contract Documents and any Addenda, the Plans, together with the Standard Construction Drawings referenced on the Title Sheet of the Plans, form the Contract, and all are fully part of the Contract as if attached hereto or herein repeated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and executed this Contract, the day and year first above written.

Witnessed by:

The Board of County Commissioners
Putnam County, Ohio

Contractor

Approved as to form only,

By _____

Putnam County Prosecuting Attorney
Putnam County, Ohio

I hereby certify that the funds necessary to meet the terms and conditions of this agreement have been lawfully appropriated or authorized or directed for said purpose, and is in the treasury or in the process of collection, to the credit of the fund designated for this purpose, free from any previous or now outstanding obligations or certificates.

Auditor, Putnam County, Ohio

CERTIFICATION OF PERSONAL PROPERTY TAX

STATE OF OHIO)
)SS
COUNTY OF _____)

_____ being duly sworn that he is the owner or an officer of _____, said _____ having been awarded a public contract let by competitive bid and that by this statement, says that at this time, neither he nor the corporation is charged with any delinquent personal property taxes on the general tax list of personal property of any county, or that attached is a list of all delinquent taxes charged against the person or corporation.

_____, being first duly sworn, deposes and says that this statement made above, concerning delinquent personal property taxes is true.

Notary Public

_____, being the fiscal officer of _____, a political subdivision of the State of Ohio, here certifies the above statement to the county treasurer.

Fiscal Officer of _____
County Political Subdivision

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property by any successful bidder prior to the execution of the contract of a political subdivision and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted to the county treasurer within thirty days.

NOTICE OF COMMENCEMENT

ORC Section 1311.252

(Public Improvement)

STATE OF OHIO
COUNTY OF PUTNAM, SS

The undersigned, after being first duly sworn, states the following:

(1) The name, location and number (if any) of the Project is as follows:

PUT-TR M-6-5.75; PID NO. 98795

Federal Project No. E150039

Putnam County, Ohio

(2) The name and address of the Public Authority is as follows ("Public Authority"):

Board of Putnam County Commissioners

Putnam County Courthouse

245 E. Main Street, Suite 101

Ottawa, OH 45875

(3) The names and addresses of all principal contractors and the trades of each are as follows:

Contractor Name and Address

Trade

(4) The names and addresses of all sureties of the principal contractors are as follows:

(5) The name and address of the representative of the Public Authority upon whose service of the affidavit prescribed in Ohio Rev. Code Section 1311.26 may be made is as follows:

Michael Lenhart, P.E., P.S.

Putnam County Engineer

245 E. Main Street, Suite 205

Ottawa, OH 45875

(6) Affiant says nothing further.

Michael Lenhart, P.E., P.S.

Putnam County Engineer

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary

NOTICE TO PROCEED

To: _____

Project Description: PUT-TR M-6-5.75; PID NO. 98795

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____ and you are to substantially complete the WORK by September 1, 2017.

Dated this ____ day of _____, 20____.

Owner _____

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:
this the ____ day of _____, 20____.

By _____

Title _____