

PROPOSAL
HENRY COUNTY
DEPARTMENT OF HIGHWAYS
2024 COUNTY WIDENING PROGRAM

Timothy J. Schumm, PE, PS, County Engineer
Robert E. Hastedt, County Commissioners
Glenn A. Miller, County Commissioner
Lori L. Siclair, County Commissioner

LETTING – June 27, 2024 at 10:30 A.M.

DO NOT SUBMIT MORE THAN ONE PROPOSAL FOR EACH BID

Submitted By: _____

Street: _____

Post Office: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

2024 County Widening Program

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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 Thursday, June 27, 2024 at 10:30 A.M. for furnishing all services, labor, materials and equipment necessary for the improvement of the following described roads:

SECTION

(HCE) County Road 19 from Road 17D to Road P
(HCE) County Road 17D from Road N1 to Road 19
(DCE) County Road 19 from Road P to Road R
(HCE) County Road 19 from Road R to Road S

PROJECT LENGTH: 4.60 Miles

PROJECT TYPE: Road construction, widening and overlay

Bidding documents and specifications will be issued at the Office of the County Engineer. One display set will be available for inspection at the Office of the County Engineer. The bidding documents are also available at the Henry County Engineer's website, www.henrycountyengineer.com under the link "Bid Request Listing".

A portion of the project will be funded by the Local Transportation Improvement Program as administered by the Ohio Public Works Commission.

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 his bid a bid guaranty in the form of either:

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

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

Estimated total cost of the improvements is \$808,500.00.

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

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

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

BY ORDER OF
THE BOARD OF COUNTY COMMISSIONERS
HENRY COUNTY, OHIO
By: Kristi Schultheis, Clerk

INSURANCE

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

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

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

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

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

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

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

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

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

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

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sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

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

INDEMNIFICATION/HOLD HARMLESS

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

TESTING/QUALITY CONTROL

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

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

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

Asphalt concrete mixtures specified shall be composed of aggregate, asphalt binder and modifiers (where specified) meeting the Ohio Department of Transportation requirements.

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

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

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

MAINTAINING TRAFFIC

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

Temporary pavement marking shall be placed upon the centerline of the surface course at approximately 50 foot intervals on all roadways 16' and greater in width unless otherwise stated. The temporary marking shall be paid for under Item 823, Asphalt Concrete Surface Course.

UTILITIES

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

CONTROL POINTS

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

GENERAL NOTES

Unless otherwise noted one (1") inch average depth "formed" construction joint as directed by the Engineer shall be constructed at all pavement termini locations and at all interruptions to the continuous placement of 823 material (weather, end of day, etc.) A separate bid item has been included for "pavement planning" at the pavement termini locations on all projects. All construction joint locations will be field painted prior to bidding. Approximate length of pavement planning is 20 feet and to include the radius.

All projects shall include radius, intersection, drive approach and mailbox approach pavement as shown on the plans or as directed by the Engineer. Unless otherwise directed, the CONTRACTOR shall construct an apron one (1') foot wide at unpaved driveways and mailbox approaches. Apron length at driveways shall equal driveway width plus ten (10') feet. Apron length at mailbox approaches shall be seventy-five (75') feet centered on the mailbox. All quantities for approach work are included in the listed project bid items.

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

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

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

SPECIFICATIONS

Asphalt Specifications

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2019 together with any modifications to same as stated herein or on the plans will govern these improvements.

Item 823 Intermediate course where specified, shall be placed to restore crown to the pavement. All 823 Intermediate Course material shall be placed as directed by the Engineer prior to placement of any 823 Surface Course material on a road by road basis. No construction traffic shall be permitted over the material until sufficient cooling has occurred to support such traffic. Unless otherwise noted or directed by the Engineer Item 823 Intermediate (Leveling) Course shall be placed at a minimum compacted depth of one and one-quarter (1¼") inch with a designed cross-section slope of one-quarter (¼") inch per foot. Item 823 Surface Course shall be placed at a minimum compacted depth of one and one-quarter (1¼") inches with a designed cross-section slope of one-quarter (¼") inch per foot unless specified otherwise.

All 823 materials shall to the extent practicable, be placed at full width. Material shall be placed to provide the designed 1/4 inch/foot cross-section slope and to correct longitudinal deficiencies with a forty (40') foot automatically controlled leveling ski. Instead of full width paving, the Contractor may use hot joint construction using multiple pavers.

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

The asphalt binder grade for all 823 material used shall be PG 64-22. Both the 823 Intermediate Leveling Course and the 823 Surface Course shall be Type 1.

The course aggregates used in the asphalt mixes shall be from crushed stone or gravel. The fine aggregates used in the mix designs shall be of natural sand or sand manufactured from stone or gravel. There shall be **NO** slag materials allowed in any mix design.

SPECIFIC PROJECT NOTES

(HCE) County Road 19 from Road 17D to Road P – Road 19 will be widened by 2 feet on the east side increasing the road width to 20' total. Road 19 will be resurfaced with 0.5" 823 intermediate/ leveling course and then topped with 1.25" of 823 Asphalt Concrete Surface Course.

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(HCE) County Road 17D from Road N1 to Road 19 – Road 17D will be widened by 2 feet on the east side increasing the road width to 20' total. Road 17D will be resurfaced with 0.5" 823 intermediate/ leveling course and then topped with 1.25" of 823 Asphalt Concrete Surface Course.

(DCE) County Road 19 from Road P to Road R – Road 19 will be widened by 2 feet on the east side increasing the road width to 21' total. Road 19 will be resurfaced with 0.5" 823 intermediate/ leveling course and then topped with 1.25" of 823 Asphalt Concrete Surface Course.

(HCE) County Road 19 from Road R to Road S – Road 19 will be widened by 2 feet on the east side increasing the road width to 20' total. Road 19 will be resurfaced with 0.5" 823 intermediate/ leveling course and then topped with 1.25" of 823 Asphalt Concrete Surface Course.

All invoices must be sent to the Henry County Engineer, not the political subdivision. There are two (2) political subdivision this proposal covers. (HCE and DCE with Henry County being lead)

AWARD OF PROJECT

The bid will be tabled at the formal opening; award of the project will be made at the time designated by the Board of County Commissioners following a review to verify compliance with all bid requirements.

PROJECT COMPLETION DATE

All work shall be completed on or before October 15, 2024. For each calendar day that any work shall remain uncompleted after the stated completion date the appropriate sum, in accordance with the schedule of liquidated damages per Section 108.07 of the Standard Specifications of the State of Ohio Department of Transportation, will be deducted from any monies due the CONTRACTOR, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the completion date granted by the Board of County Commissioners of Henry County.

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

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

GUARANTEE

The CONTRACTOR shall guarantee for a period of one (1) year from the date of completion of the

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

PREPARATION OF PROPOSAL

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

BID PROPER

The bidder is required to fill in, in the "Unit Price Bid" column, a unit price for additions opposite each item for which there is a quantity given in the "Approximate Unit Quantities" column. The gross sum of the totals in the "Total Amount Bid" column shall equal the sum (shown on Page 11-13 of this proposal) bid for the work.

The totals given on Page 10 are only for the convenience of the Henry County Commissioners in reading bids.

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

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

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

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BID GUARANTY

Payable to the Board of County Commissioners.

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

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

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

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

ADDRESS

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

and envelope marked: 2024 County Widening Program and with the name and address of the bidder.

TIME

Bids are to be opened at 10:30 A.M., Thursday, June 27, 2024.

PLACE

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

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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.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

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

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

The total amount of the bid, based on the approximate quantities given and the unit prices specified by the bidder amounts to the sum of

DOLLARS (\$_____).

UNIT PRICE CONTRACT

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

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

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| <u>ROAD BIDDING BLANK</u> | | | | | | |
|---|--------------------------------|-----------------|-------------|--|-------------------|--------------------|
| To: | Board of Trustees | | | | | |
| | HCE/ DCE Road 19 Joint Project | | | | | 6.27.24 |
| | Henry County, Ohio | | | | | |
| Road 19 b/ Road 17d- Road P | | | | | | |
| Length: 3445 Feet or 0.65 Mile(s) | | | | | | |
| Width: 20 Feet (Approx. 7890 S.Y. including radius and driveway work) | | | | | | |
| Type: ODOT Spec 823, with Spec 301 Widening | | | | | | |
| <u>Ref. #</u> | <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Description</u> | <u>Unit Price</u> | <u>Total Price</u> |
| 1 | 202 | 3 | EA | Remove & Relocate Mailbox/Paperbox | \$ _____ | \$ _____ |
| 2 | 203 | 106 | CY | Excavation (2' Widening East Side, Depth of 5", 100% material layed over as additional embankment, Not to be used in yards, and Mailbox Turnout) | \$ _____ | \$ _____ |
| 3 | 204 | 765 | SY | Subgrade Compaction | \$ _____ | \$ _____ |
| 4 | 301 | 106 | CY | Bituminous Aggregate Base, (5" average compacted depth, includes 407 tack coat on vertical face) | \$ _____ | \$ _____ |
| 5 | 407 | 790 | Gal | Bituminous Tack Coat applied at 0.05 gallons per square yard | \$ _____ | \$ _____ |
| 6 | 823 | 110 | C.Y. | Asphalt intermediate course PG 64-22, Type 1 (823) applied, spread and compacted at the average depth of 0.5 inches | \$ _____ | \$ _____ |
| 7 | 823 | 274 | C.Y. | Asphalt concrete surface course PG 64-22, Type 1 (823) applied, spread and compacted at the average depth of 1.25 inches | \$ _____ | \$ _____ |
| 8 | 254 | 320 | S.Y. | Pavement Planing (20' milled including radius) | \$ _____ | \$ _____ |
| 9 | 614 | 1 | L.S. | Maintaining Traffic | \$ _____ | \$ _____ |
| 10 | 624 | 1 | L.S. | Mobilization | \$ _____ | \$ _____ |
| 11 | 103.05 | 1 | L.S. | Contract Performance & Payment Bond | \$ _____ | \$ _____ |
| Total Bid | | | | | | \$ _____ |

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| <u>ROAD BIDDING BLANK</u> | | | | | | |
|--|-----------------------|----------|------|--|------------|-----------------|
| To: | Board of Trustees | | | | | |
| | Henry County Engineer | | | | | 6.27.24 |
| | Henry County, Ohio | | | | | |
| Road 17D from N1 to 19 | | | | | | |
| Length: 4915 Feet or 0.93 Mile(s) | | | | | | |
| Width: 20 Feet (Approx. 10980 S.Y. including radius and driveway work) | | | | | | |
| Type: ODOT Spec 448, with Spec 301 Widening | | | | | | |
| Ref. # | Item | Quantity | Unit | Description | Unit Price | Total Price |
| 1 | 203 | 152 | CY | Excavation (2' Widening west side, 75% material lay over, remainder hauled away, not to be used in residential years and | \$ _____ | \$ _____ |
| 2 | 204 | 1,090 | SY | Subgrade Compaction | \$ _____ | \$ _____ |
| 3 | 301 | 152 | CY | Bituminous Aggregate Base, (5" average compacted depth, includes 407 tack coat on vertical face) | \$ _____ | \$ _____ |
| 4 | 407 | 1,100 | Gal | Bituminous Tack Coat applied at 0.05 gallons per square yard | \$ _____ | \$ _____ |
| 5 | 823 | 152 | C.Y. | Asphalt intermediate course PG 64-22, Type 1 (823) applied, spread and compacted at the average depth of 0.5 inches | \$ _____ | \$ _____ |
| 6 | 823 | 381 | C.Y. | Asphalt concrete surface course PG 64-22, Type 1 (823) applied, spread and compacted at the average depth of 1.25 inches | \$ _____ | \$ _____ |
| 7 | 254 | 80 | S.Y. | Pavement Planing (20' milled including radius) | \$ _____ | \$ _____ |
| 8 | 614 | 1 | L.S. | Maintaining Traffic | \$ _____ | \$ _____ |
| 9 | 624 | 1 | L.S. | Mobilization | \$ _____ | \$ _____ |
| 10 | 103.05 | 1 | L.S. | Contract Performance & Payment Bond | \$ _____ | \$ _____ |
| Total Bid | | | | | | \$ _____ |

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| <u>ROAD BIDDING BLANK</u> | | | | | | |
|--|--------|--------------------------------|------|--|------------|-----------------|
| To: | | Board of Trustees | | | | |
| | | HCE/ DCE Road 19 Joint Project | | | | 6.27.24 |
| | | Henry County, Ohio | | | | |
| Road 19 b/ Road P - Road R | | | | | | |
| Length: 10610 Feet or 2.01 Mile(s) | | | | | | |
| Width: 21 Feet (Approx. 24915 S.Y. including radius and driveway work) | | | | | | |
| Type: ODOT Spec 823, with Spec 301 Widening | | | | | | |
| Ref. # | Item | Quantity | Unit | Description | Unit Price | Total Price |
| 1 | 202 | 7 | EA | Remove & Relocate Mailbox/Paperbox | \$ _____ | \$ _____ |
| 2 | 203 | 327 | CY | Excavation (2' Widening East Side, Depth of 5", 100% material layed over as additional embankment, Not to be used in yards, and Mailbox Turnout) | \$ _____ | \$ _____ |
| 3 | 204 | 2,360 | SY | Subgrade Compaction | \$ _____ | \$ _____ |
| 4 | 301 | 327 | CY | Bituminous Aggregate Base, (5" average compacted depth, includes 407 tack coat on vertical face) | \$ _____ | \$ _____ |
| 5 | 407 | 2,490 | Gal | Bituminous Tack Coat applied at 0.05 gallons per square yard | \$ _____ | \$ _____ |
| 6 | 823 | 346 | C.Y. | Asphalt intermediate course PG 64-22, Type 1 (823) applied, spread and compacted at the average depth of 0.5 inches | \$ _____ | \$ _____ |
| 7 | 823 | 865 | C.Y. | Asphalt concrete surface course PG 64-22, Type 1 (823) applied, spread and compacted at the average depth of 1.25 inches | \$ _____ | \$ _____ |
| 8 | 254 | 300 | S.Y. | Pavement Planing (20' milled including radius) | \$ _____ | \$ _____ |
| 9 | 614 | 1 | L.S. | Maintaining Traffic | \$ _____ | \$ _____ |
| 10 | 624 | 1 | L.S. | Mobilization | \$ _____ | \$ _____ |
| 11 | 103.05 | 1 | L.S. | Contract Performance & Payment Bond | \$ _____ | \$ _____ |
| Total Bid | | | | | | \$ _____ |

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| <u>ROAD BIDDING BLANK</u> | | | | | | |
|--|--------|--------------------------------|------|--|------------|-----------------|
| To: | | Board of Trustees | | | | |
| | | HCE/ DCE Road 19 Joint Project | | | | 6.27.24 |
| | | Henry County, Ohio | | | | |
| Road 19 b/ Road R- Road S | | | | | | |
| Length: 5330 Feet or 1.01 Mile(s) | | | | | | |
| Width: 21 Feet (Approx. 12480 S.Y. including radius and driveway work) | | | | | | |
| Type: ODOT Spec 823, with Spec 301 Widening | | | | | | |
| Ref. # | Item | Quantity | Unit | Description | Unit Price | Total Price |
| 1 | 202 | 1 | EA | Remove & Relocate Mailbox/Paperbox | \$ _____ | \$ _____ |
| 2 | 203 | 165 | CY | Excavation (2' Widening East Side up to ditch then move to West Side, then back to East Side past Crossover, Depth of 5", 100% material layed over as additional embankment, Not to be used in yards, and Mailbox Turnout) | \$ _____ | \$ _____ |
| 3 | 204 | 1,185 | SY | Subgrade Compaction | \$ _____ | \$ _____ |
| 4 | 301 | 165 | CY | Bituminous Aggregate Base, (5" average compacted depth, includes 407 tack coat on vertical face) | \$ _____ | \$ _____ |
| 5 | 407 | 1,250 | Gal | Bituminous Tack Coat applied at 0.05 gallons per square yard | \$ _____ | \$ _____ |
| 6 | 823 | 173 | C.Y. | Asphalt intermediate course PG 64-22, Type 1 (823) applied, spread and compacted at the average depth of 0.5 inches | \$ _____ | \$ _____ |
| 7 | 823 | 433 | C.Y. | Asphalt concrete surface course PG 64-22, Type 1 (823) applied, spread and compacted at the average depth of 1.25 inches | \$ _____ | \$ _____ |
| 8 | 254 | 250 | S.Y. | Pavement Planing (20' milled including radius) | \$ _____ | \$ _____ |
| 9 | 614 | 1 | L.S. | Maintaining Traffic | \$ _____ | \$ _____ |
| 10 | 624 | 1 | L.S. | Mobilization | \$ _____ | \$ _____ |
| 11 | 103.05 | 1 | L.S. | Contract Performance & Payment Bond | \$ _____ | \$ _____ |
| Total Bid | | | | | | \$ _____ |

TOTAL ENTIRE BID \$ _____

2024 County Widening Program

(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 _____, 2024, to enter into a written contract with the HENRY COUNTY BOARD OF COMMISSIONERS within ten (10) days from the notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

(Name) (Post Office Address)

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

(Trade Name) (Post Office Address)

Sole Owner

By: _____

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership) (Post Office Address)

By _____
(Post Office Address)

(Partner) (Post Office Address)

(Partner) (Post Office Address)

(Partner) (Post Office Address)

IF A JOINT BID, SIGN BELOW:

(Name) (Name)

By _____ By _____

(Post Office Address) (Post Office Address)

IF A CORPORATION, SIGN BELOW:

Incorporated under the laws of the State of _____

By _____ (Signature)

Title of Officer Signing

2024 County Widening Program

**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 _____ Ohio

as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on

_____ to undertake the project known as: _____

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

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

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

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

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

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

SIGNED AND SEALED This _____ day of _____, 2024.

2024 County Widening Program

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 _____, 2024.

Notary Public in and for

_____ County, Ohio

(Seal)

My commission expires:

_____, 20____

VERIFICATION OF "NO FINDING FOR RECOVERY"

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

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

By:

Title:

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

APPENDIX A

STATE OF OHIO

HENRY COUNTY

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

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by 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 _____

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.

"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

| | AKRON | | CINCINNATI | | CLEVELAND | |
|------------|--------------|--|------------------------|-----|-----------------------|-----|
| | | | <u>Trade</u> | | <u>Trade</u> | |
| All Trades | 10% | | Asbestos Workers | 9% | Asbestos Workers | 17% |
| | | | Boilermakers | 9 % | Boilermakers | 10% |
| | | | Carpenters | 10% | Carpenters | 16% |
| | | | Elevator Constructors | 11% | Electricians | 20% |
| | | | Floor Layers | 10% | Elevator Constructors | 20% |
| | | | Glaziers | 10% | Floor Layers | 11% |
| | | | Lathers | 10% | Glaziers | 17% |
| | | | Marble, Tile, Terrazzo | 8% | Ironworkers | 13% |
| | | | Millwright | 10% | Operating Engineers | 17% |
| | | | Operating Engineers | 11% | Painters | 17% |
| | | | Painters | 11% | Pipefitters | 17% |
| | | | Pipefitters | 11% | Plasterers | 20% |
| | | | Plasterers | 10% | Plumbers | 17% |
| | | | Plumbers | 11% | Roofers | 17% |
| | | | Sheet Metal Workers | 11% | Other Trades | 17% |
| | | | Other Trades | 11% | | |

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.

6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

"APPENDIX C" OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.