

## INSTRUCTIONS TO BIDDERS

### 1. Work To Be Done

The work to be done under this contract involves the furnishing of all labor, materials, and construction equipment necessary for the construction of the project noted in the foregoing notice.

### 2. Receipt and Opening of Bids

The Board of Commissioners of Union County herein called the "Owner" invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Board of Commissioners of Union County, 233 West Sixth Street, Marysville, Ohio, until 11:00 a.m. local time, Tuesday, August 6, 2019. The proposals will be opened and read immediately thereafter. The Envelopes containing the bids must be sealed, addressed to the Board of Commissioners and designated as bid for **2019 Union County Hot Mix Resurfacing Program.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

### 3. Preparation of Bid

Each bid must be submitted on the prescribed Bid Proposal form and accompanied by a Bid bond, Certified or Cashier's check or an acceptable letter of credit and the items listed under item 18 of the Instructions to Bidders. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be completed and executed when submitted.

Proposals shall contain the full name of every person, firm or corporation submitting a bid. Proposals submitted by corporations shall be signed by the President and the Secretary.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

### 4. Method of Bidding

Proposals are solicited for the construction as shown on the plans and described in the specifications. Proposals shall be submitted on a unit price basis. A lump sum only bid for the entire project will not be accepted.

5. **Bid Proposal Surety**

Each proposal shall be accompanied by either a bond OR one of the following:

1. A certified check,
2. a cashier's check, or
3. an acceptable letter of credit.

A bond shall be for the full amount of the proposal and be in accordance with Sections 153.54 and 153.571 (B) of the Ohio Revised Code. THE BOND MUST BE IN THIS FORM, serving both as a Bid Guaranty and Contract Bond.

A certified check, a cashier's check or a letter of credit shall be for an amount of ten percent (10%) of the bid amount and shall be in accordance with Section 153.54 (C) of the Ohio Revised Code.

The checks of all except the lowest and best three bidders will be returned as soon as the Proposals are examined. The checks of these three bidders will be held until the execution of the Contract after which they will be returned.

6. **Examination of Site(s)**

Bidders are required to satisfy themselves by personal examination at the site(s) of the work, and by examination and study of the contract documents as to the conditions existing and difficulties likely to be encountered in the construction of the work. No plea of ignorance, as a result of failure to make such examinations on the part of the Contractor, will be accepted as an excuse for failure to fulfill the provisions of the Contract.

7. **Award of Contract**

The Board of Commissioners of Union County reserves the right to reject any or all bids, to omit any part, to increase, decrease, or omit any item or items, to waive any irregularities or informalities in bidding, and/or to award to the lowest and best bidder in accordance with Section 307.86 of the Ohio Revised Code.

8. **Contract**

The bidder to whom the award is made will be required to execute a written contract with Union County, and to furnish and maintain good and approved surety bonds, as hereinafter specified, within ten (10) days after the award of the Contract. **The Contract shall be in the form hereto attached.** If the bidder to whom an award is made fails to enter into a contract as herein provided, the award may be annulled and the Contract awarded to the next lowest and best bidder in the opinion of Union County, and such next lowest and best bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

Any bidder who fails to enter into a contract as herein provided shall forfeit his Proposal Surety.

If the bidder to whom the award is made is a corporation, the Secretary of said corporation shall execute an affidavit, **in the form hereto attached**, stating that the officer or agent of said corporation signing the Contract for said corporation is authorized to do so by either a provision of the corporation by-laws or by the adoption of a resolution of the Board of Directors of the Corporation, whichever the case may be. A copy of the resolution must also be attached.

**9. Performance Bond and Payment Bond**

Within ten (10) days after the award of the Contract, the bidder to whom the Contract is awarded shall furnish and maintain a satisfactory performance bond and separate payment bond for one hundred percent (100%) of the amount of the Contract, conditioned upon the faithful performance by the Contractor of all the covenants, stipulations, and agreements in the Contract.

If a one hundred percent (100%) bond according to Section 153.54 (B) of the Ohio Revised Code is submitted with the bid, the successful bidder's bond shall be retained as a performance bond. The form of the bond shall be as stated in Section 153.571 of the Ohio Revised Code.

If a certified check, cashier's check, or letter of credit in accordance with Section 153.54 (C) of the Ohio Revised Code is submitted with the bid, the successful bidder shall file a performance bond for the full amount of the Contract. The form of the performance bond shall be as stated in Section 153.57 of the Ohio Revised Code. The bond is subject to the approval of the Union County Engineer and the Union County Prosecutor.

**10. Work Experience and Qualifications Summary**

The bidder is required to state in detail, what work of a character similar to the above Work To Be Done that he has performed and give references and such other information that will enable Union County to judge the technical skill, responsibility, and the financial standing of the Contractor.

**11. Ohio Worker's Compensation Coverage**

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of coverage evidencing valid worker's compensation coverage must be submitted to the Engineer before the contract will be executed by the Engineer.

The Contractor must immediately notify the Engineer, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the Engineer, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

**12. Notice of Delinquent Taxes**

Within ten (10) days after the award of the Contract the bidder shall submit to the Union County Engineer an affidavit stating either that he owes no delinquent taxes or that he does owe delinquent taxes and the amount. If the bidder owes such taxes, a copy of the statement will be sent to the Union County Treasurer within thirty (30) days. **A copy of the statement will be attached to the Contract.** No payment will be made on the Contract without such a statement.

**13. Drug-Free Work Place**

The Contractor must be enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Workplace (DFWP) Discount Program or a similar program approved by the Bureau of Workers' Compensation **within 8 days of the bid opening.**

**14. Insurance Certificate**

Within ten (10) days after the award of the contract the successful bidder shall deliver a copy of his Ohio Worker's Compensation Certificate and an insurance certificate to the Union County Engineer. See the General Conditions for specific insurance requirements.

**15. Labor and Wage Rates**

The Contractor shall comply with Sections 153.59 and 153.60 of the Ohio Revised Code concerning discrimination and intimidation in employment on account of race, creed, sex, handicap, or color or other legally protected status.

The minimum wages to be paid by the successful bidder shall be in accordance with the "Schedule of Prevailing Hourly Wage Rates", ascertained and determined by the Ohio Department of Commerce, Wage and Hour Division applicable to public improvements in effect on the date of advertising for bids and as shown in the bidding proposal. Copies of the payroll must be furnished in accordance with Ohio Revised Code, Section 4115.071.

**16. Time of Commencement and Completion**

Work shall not commence before August 19<sup>th</sup>, 2019 and must be completed no later than October 19<sup>th</sup>, 2019.

**17. Funding**

Funding for this project will be provided by the Union County Engineer and the Ohio Public Works Commission (OPWC).

**18. OHIO PRODUCTS**

**All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in connection with this project.**

## **19. Documents Required at the Time of Proposal**

Each bid shall include **in this order**:

- Title Page
- Table of Contents
- Notice to Bidders
- Instructions to Bidders
- Bid Guaranty and Bond
- Addenda (if applicable)
- General Conditions
- Detailed Specifications
- The properly completed Proposal
- Notice to Award
- Contract- Blank
- Notice to Proceed – Blank
- Notice of Commencement – Blank
- EEO Certificate of Compliance
- A valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator dated prior to the bid opening date
- ODOT Certification of Qualification
- Hold Harmless Agreement
- Delinquent Taxes Affidavit
- Contractor Corporation Affidavit along with copy of resolution
- Request for Taxpayer Identification Number (W-9)
- Non-Collusion Affidavit
- Attachment One: No Passing Zone Log
- Current Wage Scale (Ohio Prevailing Wage)

## **20. Additional Obligations upon Contract Award**

Prior to execution of the Contract, the Contractor shall furnish:

- Any necessary performance bonds, payment bonds.
- Contractors Certificate of Insurance listing the Union County Board of Commissioners as additional insured.
- Contractor's Workers Compensation Certificate
- All documents or evidence of same required in these contract documents.

## **GENERAL CONDITIONS**

### **1. Intent**

It is the intent of these General Conditions to cover the governing conditions of work, labor, materials, detailed drawings, methods, measures, safety rules, and factors applicable to the work.

### **2. Union County Engineer to order, explain and decide**

The Union County Engineer or his representative, shall give all orders and directions contemplated under the Contract; shall determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and material; shall determine all questions respecting the true construction or meaning of the specifications, or relating to said work, and shall decide in all cases every question which may arise relative to the fulfillment of this Contract on the part of the Contractor, and in case any dispute shall arise between the parties hereto touching this Contract, such determination and decision shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

### **3. Responsibility of Contractor**

The Contractor shall take all responsibility for the work, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because of the nature of the land in or on which the work is done is different from what is assumed or was expected, or an account of the weather, floods, or other causes; and he shall assume the defense of, and indemnify and save harmless Union County, the Union County Engineer and the Union County Commissioners and its officers and representatives, from all claims of any kind arising from the performance of this Contract.

The Contractor shall have sufficient equipment of a size and condition, operated by trained personnel that will perform a workmanlike job on schedule. Equipment to be used must be listed on the experience summary and must be available for inspection by the Engineer.

All equipment shall be equipped with the required safety devices and proper lights and signs in accordance with applicable Federal and State of Ohio Laws.

The Contractor shall be responsible for all material storage and handling. The Contractor is also responsible for container disposal in a manner approved by current Environmental Protection Agency Standards.

All work associated with this contract shall be performed between the hours of 6:30 am and 7:00 pm, Monday through Saturday. No work may be performed outside these time periods unless approved by the Engineer.

4. **Subcontractors**

All parts of the work which may be performed by a subcontractor shall be subject to all the provisions of this Contract exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his responsibilities under this Contract. The Contractor shall perform **not less than sixty percent (60%)** of the work with his own forces, unless prior permission is granted by the Union County Engineer.

5. **Drug –Free Workplace Program Participation:** Drug free program, SB 80-126<sup>th</sup> G.A. effective March 30, 2007

**SB80: To enact sections 153.03 and 153.031 of the Revised Code to prohibit a state agency from awarding a public improvement contract unless its terms require the contractors and subcontractors to participate in a specified drug-free workplace program.**

During the Contract Time, the Contractor shall 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 that meets the requirements specified in O.R.C. Section 153.03. (“OBWC-approved DFWP”)

If the Contractor provides Subcontractors that provide labor on the Project site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFWP or an OBWC-approved DFWP.

Each Subcontractor shall require all lower-tier Subcontractors with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFWP or an OBWC- approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC- approved DFWP prior to the time that the Subcontractor provides labor at the Site shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

Failure of a Subcontractor to require a lower-tier Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the time that the lower-tier Subcontractor provides labor at the Site shall result in the Subcontractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Subcontractor of the lower-tier Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Contracting Authority’s approval and shall also submit written confirmation of the Subcontractor’s enrollment on the Declaration of Subcontractors and Material Suppliers form to the Associate.

5. **Drug –Free Workplace Program Participation, continued:**

In addition to OBWC-approved DFWP Level 1 requirements, the Department requires each Contractor and Subcontractor that provides labor on the Site to perform random drug testing of 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Level 1 random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved Level 2 testing. The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority upon request.

6. **Safety, Independent Contractor Indemnification**

The Contractor and the Union County Engineer mutually agree that the relationship formed by this agreement is intended to be that of customer and independent contractor, and is not an employment relationship.

The Contractor hereby represents that it is not an entity over whom the National Labor Relations Board has ever declined jurisdiction.

The Contractor further agrees and covenants that, should a safety issue or complaint arise from, or involving, an employee, agent or representative of the Contractor; the Contractor will indemnify and hold Union County, Union County Commissioners and the Union County Engineer harmless, and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration.

The Contractor further agrees and covenants that, should a safety related issue suit, or complaint be filed against Union County, Union County Commissioners or the Union County Engineer, by an employee, agent, or representative of the Contractor, the Contractor will pay all associated costs of Union County, Union County Commissioners or the Union County Engineer as Union County deems necessary, in order to defend, correct, or resolve said issue or complaint.

7. **Site Investigation and Representations**

The Contractor by submitting a proposal and entering into this Contract acknowledges that he has satisfied himself as to the nature and locations of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.



**8. Lump Sum and Unit Bid Prices**

Proposals shall be submitted using the attached blank forms, designated for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the Proposal, and must be properly signed.

In each blank marked "unit price", bidders are required to provide a Bid price per referenced unit for the requested materials, labor or equipment, or reference combination thereof. Failure to provide a price for each unit price item, or failure to provide prices for lump sum items, will render the Proposal informal, allowing its rejection at the County's discretion.

Extended unit prices are calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices are added to calculate the amount of each Bid.

The sum of the unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's proposal price for consideration of award of contract. If an error is made in the extension of unit prices, or in the addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

Quantities provided by the Bid Documents are estimates only. The County reserves the right to eliminate, increase or decrease the actual quantity of any unit price item or to non-perform any item.

**9. Non-Performance Work**

The Union County Engineer reserves the right to omit any Items or portions thereof in the Proposal and classify them as Non-Performance Items upon notification to the Contractor in writing. Prior to final payment and termination of the Contract, a statement of non-performed work will be required.

**10. Extra Work**

Where extra work becomes necessary for the construction of the project, such work shall only be performed in accordance with the Contract and at a price mutually agreed upon or at the unit prices specified in the Proposal. Prior to final payment and termination of the Contract, a statement of extra work will be required.

**11. Cancellation of Contract**

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned or the work under the Contract sublet by the Contractor, otherwise than herein specified; or if, before the completion of the work under this Contract, the Contractor shall become financially embarrassed or shall become bankrupt or shall make a general assignment for the benefit of creditors or shall have a receiver appointed for him or to take charge of his affairs or shall have his property levied upon or taken in execution of under attachment; or if, at any time, Union County shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is violating any of the conditions or agreements of this Contract, or is executing the same in bad faith or is not

**11. Cancellation of Contract, continued.**

fulfilling the terms thereof, or is not making such progress in the execution of the work as to indicate its completion within the time specified, or within the time to which the completion of the Contract may have been extended by Union County, Union County may at any time declare this Contract or any portion thereof, terminated by a written notice served upon the Contractor, a copy of which notice shall be given to the Surety or the authorized agent of the Surety.

Upon the service of such notice, the Contractor shall discontinue the work or such part thereof as Union County shall designate, whereupon the Surety may, at his option, assume this Contract or that portion thereof on which Union County has ordered the Contractor to discontinue work and proceed to perform the same and may with the written consent of Union County sub-let the work or portion of the same taken over provided, however, that the Surety shall exercise its option, if at all within two (2) weeks after written notice to discontinue work has been served upon the Contractor, and upon the Surety or its authorized agent.

The Surety, in such event, shall take the Contractor's place in all respects and shall be paid by Union County for all work performed by it in accordance with the terms of this Contract and if the Surety, under the provisions hereof, shall assume said entire Contract, all moneys due the Contractor shall thereupon become due and payable to the Surety subject to all the terms of this Contract.

In case the Surety does not, within the hereinbefore specified time, exercise its right and option to assume this Contract or that portion thereof on which Union County has ordered the Contractor to discontinue work, then Union County shall have the power to work at and to complete the work herein described, furnishing the necessary labor and material therefore, without advertising for bids or letting a contract or to complete the same as herein provided for, in the manner provided by law for the letting of contracts by Union County and to use such materials and tools, machinery and appliances as may be found upon said work, all of which the Contractor agrees may be used by Union County or to procure other materials, tools, machinery and appliances or of the new contract to the Contractor, and the expense so charged shall be deducted and paid out of such money as may then be due to or thereafter at any time to become due to the Contractor. In case such expense is less than the sum which

Would have been payable under this Contract, if the same had been completed by the Contractor, he shall be entitled to receive the difference and in case such expense is greater, the Contractor, or, in case of his default, his Surety shall, on notice from Union County, pay the amount of such excess to Union County.

**12. Extension of Time**

If the Contractor is obstructed or delayed in the prosecution or completion of the work by any damage that may happen thereto by the unusual action of the elements, or by the abandonment of the work by the employees in a general strike, or by any delay on the part of Union County, the Contractor shall have no claim for damage for any such cause or delay, but he shall in such case be entitled to such extension of time for the completion of the work as the Union County Engineer shall certify to be just and proper provided, however, that the claim for such extension of time is made by the Contractor, in writing, within one (1) week from the time when such alleged cause for delay shall occur.

**13. Failure to meet Completion Date**

If the Contractor fails to complete the Contract by the date set for completion, he shall pay all expenses incurred by Union County after that date for inspection, supervision and all other similar engineering services in connection with the Contract as well as liquidated damages assessed in accordance with 108.07 of the 2019 ODOT C&MS.

**TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES**

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$400
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$900
\$10,000,000	\$50,000,000	\$1,400
Over 50,000,000		\$2,900

**14. Guarantee Bond**

All material and equipment placed and installed under this contract shall be guaranteed by the Contractor against defects of material, workmanship, and design for a period of at least one (1) year after the date of acceptance by Union County. The performance bond furnished by the Contractor as a part of this Contract shall remain in effect until the expiration of the guarantee period as assurance of the Contractor's obligation to meet the guarantee herein stipulated.

Failure of the Contractor to rectify damage, improper design, faulty workmanship and materials as supplied by him and which have been shown by test to be deficient after one (1) year's operation, shall entitle Union County to proceed against the Surety for the cost of making good the obligation which the Contractor assumed at the time of signing the Contract.

The Contractor shall protect and keep the work in good repair during construction and for one (1) year after acceptance by Union County and shall correct and repair promptly during that time all breaks and failures of whatever description and all settlement and irregularities of ground surfaces, and shall deliver the work in all respects in good condition at the end of that time.

**15. Contractor to Check Drawings**

The Contractor shall check all dimensions and quantities on the Drawings given to him and shall notify the Union County Engineer of all errors or omissions therein which he may encounter. He will not be allowed to take advantage of any error or omission in the Contract Documents as full instructions will be furnished should such error or omission be encountered and the Contractor shall carry out such instructions as if originally specified. The Contractor shall notify the Union County Engineer of such errors or omissions prior to proceeding with the work.

**16. Responsibility for Damage Claims and Liability Insurance**

The Contractor shall save harmless Union County, the Union County Engineer, the Union County Commissioners and all of its representatives, or any affected railroad or railway company, or any fee owner from whom a temporary right-of-way has been acquired for the project, from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement or on account of any act or omission, by the Contractor.

The Contractor shall procure and maintain at his own expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in Ohio. Prior to the execution of the contract, the Contractor shall furnish to the Engineer a certificate or certificates of insurance in the form satisfactory to the Engineer demonstrating that he has complied with this specification. The certificate or certificates shall provide that the contractor's liability and auto policies shall not be changed to reduce or restrict coverage or canceled until 30 days written notice has been given to the Engineer by the insurer. All certificates and notices shall be mailed to: Union County Engineer, 233 W. Sixth Street, Marysville, Ohio 43040. Upon request, the Contractor shall furnish the Department with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

(a) Commercial General Liability Insurance. The minimum limits of liability for this insurance shall be as follows:

General Aggregate Limit \$2,000,000.00  
Products – Completed Operations Aggregate Limit \$2,000,000.00  
and Advertising Injury Limit \$1,000,000.00  
Each Occurrence Limit \$1,000,000.00

The above minimum coverages may be obtained through primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

The Commercial General Liability Insurance policy shall name the Union County Board of Commissioners as additional insured with all rights to due notices in the manner set out above. The standard Commercial General Liability coverage for damages due to blasting, underground utilities and collapse of foundations shall not be deleted by exclusion endorsements.

(b) Business Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Bodily Injury & Property Damage Liability Limit  
Combined Single Limit \$1,000,000.00

## **16. Responsibility for Damage Claims and Liability Insurance, continued**

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it preclude the Engineer from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Proof of insurance shall be submitted to the Engineer. The Contractor shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks he assumes under this Contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract to maintain insurance, said certificates shall be acceptable, but the Contractor shall be obligated to renew his insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Engineer is continuously in possession of evidence that the Contractor's insurance is in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew his insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required by \$500,000.00 or more, or modified so that the insurance does not meet the requirements of this item, the Engineer may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Engineer.

The Engineer in his sole discretion may use monies retained pursuant to this specification to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, the Engineer may request that the Contractor's surety remedy any deficiencies with these insurance requirements or the Engineer may default the Contractor for failure to comply with this specification. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.

Nothing in the Contract including but not limited to the plans, bid proposals, specifications and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owned to the public or any member thereof.

Additional insurance shall be maintained as specified below, for the minimum limits as indicated. Insurance shall be written by insurance companies authorized to transact business in the State of Ohio under the laws of Ohio and licensed by the Department of Insurance as either admitted or non-admitted insurers.

### **(i) Worker's Compensation and Employers Liability**

1. Worker's Compensation Insurance in compliance with Ohio Worker's Compensation laws and other applicable Worker's Compensation or disability laws.

**17. Reporting, Investigating, and Resolving Motorist Damage Claims**

Pursuant to 107.12 and 107.14, the following procedures shall be utilized by the Contractor and the Engineer for reporting, investigating and resolving motorist damage claims.

When a motorist reports damage to his vehicle either verbally or in writing to the Contractor, the Contractor shall within three days make and file a written report to the Engineer or his representative. The report shall be forwarded to the Union County Board of Commissioners who, as a co-insured party, will then contact the Contractor's insurance company and request that the insurance company investigate and resolve the claim. In the event that the Engineer directly receives the motorist's claim, the claim report shall be sent to the contractor's insurance company and a copy be mailed to the Contractor. If the Contractor's insurance company does not resolve the claim in a timely manner, the Engineer shall advise the motorist of the option of pursuing the claim in the Union County Common Pleas Court.

In the event of a lawsuit filed by the motorist, the Union County Board of Commissioners, as an additional party, may request the Contractor's insurance company to defend this lawsuit and hold the Engineer harmless in accordance with 107.14.

**18. Taxes**

Materials purchased for use or consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised Code of Ohio, and also from the State of Ohio Use Tax, Section 5741.01.

**19. Contractor's Obligation to Pay Bills**

Before the Contractor shall demand payment, all persons or firms that have supplied labor, materials, or equipment for the work embraced under this Contract shall have been fully paid for the same. The necessary affidavit shall be completed prior to each payment.

**20. Settlement of Dispute**

If any differences arise between the parties hereto, relative to any feature of this Contract, such differences shall be governed by the laws of the State of Ohio and any disputes shall be venued in the Court of Common Pleas of Union County, Ohio .

**21. Reports and Payments**

The Contractor will be paid at approximate thirty (30) day intervals upon submission of his invoice based on the work completed. Copies of material bills shall be furnished for all materials delivered and used. All payments to the Contractor will be subject to the approval of the Union County Engineer that all work has been performed in accordance with the Contract. Payments will be made to the Contractor approximately thirty (30) days after the approval by the Union County Engineer. **Payments made to the Contractor from the Union County Engineer will be by check.**

**22. Partial Payment**

As stated in Section 153.12 of the Ohio Revised Code, if the work is less than fifty percent (50%) complete payments shall be made at the rate of ninety-two percent (92%) of the estimates prepared by the Contractor. **All work performed after the job is fifty percent (50%) complete shall be paid for at the rate of one hundred percent (100%)**

**23. Haul Route**

All haul roads (county or township) shall be approved in writing by the Union County Engineer prior to beginning construction.

**24. Pre-Construction Conference**

After the Contract has been signed but before construction is started, the Union County Engineer will schedule a Pre-Construction Conference. The Contractor shall attend and be prepared to:

1. Discuss anticipated haul routes.
2. Submit and discuss Job Mix Formulas (See 7.1)
3. Provide a listing of key project personnel (Project Manager, Superintendent, etc.) with office, mobile and pager numbers to be used.
4. Provide a complete listing of sub-contractors' key personnel representing each.
5. Discuss material sampling as detailed above.
6. Discuss plans and methods of maintaining traffic during the project.

Any necessary approvals will be given within two weeks after the pre-construction conference.

## PROPOSAL

### 1. NON - COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. **Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.**

### 2. FEDERALLY REQUIRED EEO CERTIFICATION

The bidder hereby certifies that he/she **has** ....., **has not** ....., participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she **has** ....., **has not** ....., filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must check the appropriate "has or has not" below.**

HAS [ ]

HAS NOT [ ]

### 3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds,

- is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; and,
- has not been debarred within the past three (3) years; and,
- does not have a proposed debarment pending; and,
- has not been indicted, convicted or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years

If there are exceptions to any of the above clauses please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.



4. **Required EEO Certification**

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.**

5. **Prequalification**

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** Each bid shall be accompanied by satisfactory evidence indicating the Bidder's prequalification with the Ohio Department of Transportation in accordance with section 102.01 of its Construction and Material Specifications updated January 1, 2016.

**Bidder prequalified with the Ohio Department of Transportation?**

YES  NO

The **TOTAL AMOUNT OF THE BID**, based on the Approximate Unit Quantities given above and lump sum/unit prices specified above by the Bidder amounts to the sum of:

\_\_\_\_\_ and \_\_\_\_\_/100 Dollars.

(\$ \_\_\_\_\_)

**COMPLETION DATE:**

Work shall not commence before August 19<sup>th</sup> 2019 and shall be completed no later than October 19<sup>th</sup>, 2019.

Attached hereto is a bond (or certified check, cashier's check, or letter of credit) with/on \_\_\_\_\_ of \_\_\_\_\_, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, in accordance with the terms of the Instructions to Bidders.

The full name and residence of all persons and parties interested in the foregoing bid, as principals are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

**SUBCONTRACTORS AND SUPPLIERS :**

NAME	ITEM	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PLEASE ATTACH WORK EXPERIENCE AND EQUIPMENT TO BE USED**

In accordance with Executive Order 2011-03K, the Contractor, by signature on this Bid, certifies; (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

The full text of Executive Order 2011-03K can be downloaded from:  
<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO2011-03.pdf>

Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

COMPANY \_\_\_\_\_

Business Address of Bidder \_\_\_\_\_

Business Phone Number (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Bidder E-Mail address \_\_\_\_\_

***Acknowledgement of Addendum(s) (if any) to Proposal:***

Addendum(s) Received (circle if applicable)    #1   #2   #3   #4

Date Signed \_\_\_\_\_ Signature of Bidder \_\_\_\_\_

**PLEASE DIRECT ANY PRE-BID QUESTIONS TO MATT ROTAR (937)645-3153.**

## DETAILED SPECIFICATIONS

### 1. GENERAL

The project involves resurfacing with hot mix asphalt concrete as follows:

Route Number	Route Name	Route Section	Begin SLM	End SLM	LENGTH (miles)	Existing Pavement Width (feet)	Estimated Area (Sq. Yd.)
Part A - C.R. 104 (WATKINS ROAD), SECTION D-K (6.750 MILES)							
104	WATKINS ROAD	D	3.291	3.341	0.050	38	1114.66667
104	WATKINS ROAD	D	3.341	4.252	0.911	25	13361.33
104	WATKINS ROAD	E	4.252	5.256	1.004	25	14725.33
104	WATKINS ROAD	F	5.256	6.384	1.128	24	15882.24
104	WATKINS ROAD	G	6.384	6.504	0.12	24	1689.60
104	WATKINS ROAD	H	6.504	7.701	1.197	24	16853.76
104	WATKINS ROAD	I	7.701	8.318	0.617	24	8687.36
104	WATKINS ROAD	I	8.318	8.646	0.328	24	4618.24
104	WATKINS ROAD	J	8.646	8.951	0.305	24	4294.40
104	WATKINS ROAD	K	8.951	10.041	1.09	24	15347.20
<b>TOTALS</b>					6.750		96574.13

Route Number	Route Name	Route Section	Begin SLM	End SLM	LENGTH (miles)	Existing Pavement Width (feet)	Estimated Area (Sq. Yd.)
Part B- C.R. 129 (CLAIBOURNE ROAD), SECTION I-K (2.050 MILES)							
129	CLAIBOURNE ROAD	I	6.152	6.729	0.577	20	6770.13
129	CLAIBOURNE ROAD	I	6.729	6.806	0.077	20	903.47
129	CLAIBOURNE ROAD	J	6.806	7.424	0.618	20	7251.20
129	CLAIBOURNE ROAD	J	7.424	7.518	0.094	20	1102.93
129	CLAIBOURNE ROAD	K	7.518	8.202	0.684	20	8025.60
<b>TOTALS</b>					2.050		24053.33

Additionally, partial depth pavement repairs shall be made within the project limits as designated by the Engineer. The Proposal includes an estimated quantity of the repairs for both Part A and Part B to be used as directed by the Engineer.

The pavement widths shown above are approximate. The pavement shall be surfaced to its full width or as determined by the Engineer in the field.

**NOTE:** Union County reserves the right to non-perform any of the above parts or their corresponding pay items. Section 104.02, parts D and E of the ODOT CMS shall not apply. Additionally, the 2019 ODOT CMS Section 401.20, Asphalt Binder Price Adjustment, Steel Price Adjustment and Fuel Price Adjustment shall not apply to this Contract.

## **Work Summary:**

Part A – C.R. 104 (Watkins Road), Section D-K (6.750 miles)

A.1. – Section D-I (5.355 miles), SLM 3.291\* TO SLM 8.646 (STATE ROAD)

\*SEE ATTACHED “WatkinsBeginSLM.pdf” for location.

ITEM 254 - Pavement Planing (1.5”)

ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (448), PG64-22 (3/4" AVG.). This item shall be used a leveling and scratch course to establish cross slope and to establish crown prior to placement of the asphalt concrete surface course.

ITEM 441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22 (1.25”).

A.2. – Section J-K (1.395 miles), SLM 8.646 (STATE ROAD) TO SLM 10.041 (S.R. 42)

ITEM 254 - Pavement Planing (1.5”)

ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (448), PG64-22 (3/4" AVG.). This item shall be used a leveling and scratch course to establish cross slope and to establish crown prior to placement of the asphalt concrete surface course.

ITEM 441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG70-22 (1.25”).

Part B – C.R. 129 (Claibourne Road), Section I-K (2.050 miles)

B.1. – Section I-K (2.050 miles), SLM 6.152 (HARMON-PATRICK ROAD) TO SLM 8.202 (ZOOK ROAD) SHALL BE OVERLAID WITH:

ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (448), PG64-22 (1.75”).

## **2. STANDARD SPECIFICATIONS**

The Construction and Material Specifications of the Ohio Department of Transportation dated January 1, 2019 apply to this project, unless otherwise noted.

All work associated with this contract shall be performed between the hours of 6:30 AM and 7:00 PM Monday thru Saturday. No work may be performed outside these time periods unless approved by the Engineer.

## **3. ITEM 202 WEARING COURSE REMOVED (BUTT JOINTS)**

Butt Joints shall be placed as directed by the Engineer, at the beginning/ending of paving limits and at intersections. This item shall be in accordance with ODOT Standard Construction Drawing BP-3.1. The milled areas shall not be left open to traffic for more than two (2) calendar days. For estimating purposes, the removal area was assumed to be five feet (5') in width.

### **Parts A, B**

## **4. ITEM 254 PAVEMENT PLANING**

- a) The work shall be undertaken in accordance with Item 254 Pavement Planing of ODOT's Construction and Material Specifications unless modified by these specifications.
- b) All asphalt millings shall be turned over to the County Engineer. Millings shall be delivered to the County Engineer's Operations facility located at:

Union County Operation's Facility  
16400 County Home Road  
Marysville, OH 43040  
Contact: Justin Story, Superintendent  
Ph. 937-645-3017  
[jstory@co.union.oh.us](mailto:jstory@co.union.oh.us)

## **5. PAVING AT INTERSECTIONS**

As directed by the Engineer, intersections shall be paved back at least 20 feet off the edge of pavement of the "mainline" or as directed by the Engineer.

## **6. ITEM 407 - TACK COAT AND TACK COAT FOR INTERMEDIATE COURSE**

The rates of application of the initial tack coat and the intermediate tack coat shall be subject to adjustment as directed by the Engineer. For estimating purposes, quantities are based on an average application rate of 0.085 gal./sq. yd. The actual application rate of tack coat shall be in accordance with ODOT C&MS Table 407.06-1.

Additionally, tack coat shall be applied to the vertical face of the milled, partial depth and/or full depth pavement repair areas. The cost of all the above shall be paid for under Item 407 - Tack Coat.

## **7. ITEM 441 MIX DESIGN AND QUALITY CONTROL**

Asphalt Concrete Intermediate Course, Type 1 (448)

Asphalt Concrete Surface Course, Type 1 (448)

The Contractor shall submit, for approval, ODOT approved Job Mix Formulas (JMF) for all Items above, for medium traffic. The Contractor shall not place any material until written approval from the Engineer has been received. The submitted JMF's shall represent an approved ODOT mix design with the date and location of the ODOT placement provided. All other material testing criteria of the 441 specification shall apply, except as described in the Testing description below.

## **8. TESTING**

The primary material testing shall be performed by the Contractor. Asphalt mix samples will be taken and evaluated at the plant as directed below. The Contractor will provide the Union County Engineer with a sister sample (one per mix design per day) for use as independent comparison tests.

On a given production day, a minimum of two (2) samples in the morning and two in the afternoon shall be tested for asphalt content and gradation. The Contractor/Material Supplier's QA/QC testing may utilize multiple methods to present for the Engineer's review (i.e. nuclear gauge, extraction\*, plant calibration printouts, etc.).

The Contractor shall submit their quality control tests for each sample (TE-199 forms) as required under ODOT 441 within 24 hours of placement. The Engineer's testing shall be used as a comparison to these quality control results (to be acquired within three (3) weeks). Should the results differ significantly as determined by the Engineer, additional samples (plant mix or roadway cores) shall be evaluated at an independent lab of the Engineer's choice. This shall be at the Contractor's expense. Pay factors (Items 441 and 403) will be introduced only if these new test results are still unfavorable.

**\*Final adherence to the JMF mix for asphalt content will be determined by centrifugal extraction using trichloroethylene (reflux values will not be used). Any pay reduction factors will be based on the "net effective" (non-aggregate absorbed) asphalt content.**

Payment for all testing shall be included in Items 301/302 Bituminous Aggregate Base and Items 448 Intermediate/Surface Course.

## **9. RECLAIMED ASPHALT PAVEMENT**

A maximum of 15% RAP may be used in the surface course mix (441 Asphalt Conc. Surface Course, Type 1, PG64-22 (448) and 441 Asphalt Concrete Surface Course, Type 1, PG70-22 (448). A maximum of 30% RAP may be used in the intermediate course mixes. (441 Asphalt Conc. Intermediate Courses, Types 1, 2 (448)). A maximum of 30% RAP may be used in the bituminous aggregate base mix (301/302 Bituminous Aggregate Base).

## **10. ITEM 441 ASPHALT CONTENT EXCEPTIONS**

For Intermediate Type 2, the minimum asphalt content shall be 5.5%

For Intermediate Type 1, the minimum asphalt content shall be 6.0%

For Surface Type 1, the minimum asphalt content shall be 6.0%

For Item 301/302 Bituminous Aggregate Base, the minimum asphalt content shall be 4.5%

## **11. LEVELING COURSE**

Items 441 Asphalt Concrete Intermediate Course, Type 1 shall be placed as a leveling course to establish proper cross slope and crown at a thickness of:

**Parts A, B                      0 to 3/4” variable 441 Intermediate, Type 1 (448)**

The contractor may be required to place the leveling course to maintain or modify the rate of superelevation as directed by the Engineer. This work shall be included in the unit price bid for Items 441 Asphalt Concrete Intermediate, Type 1.

## **12. WEARING COURSE**

Item 441 Asphalt Concrete Surface Course, Type 1 shall be placed as a wearing surface at a thickness of:

**Part A, B                      1 1/4” uniform 441 Surface Course, Type 1 (448)**

**Please note that a PG-70-22 binder shall be used in Part A (A.2) described in section 1 of the specifications herein.**

## **13. SPREADING AND FINISHING REQUIREMENTS**

A paver having a 40 foot ski (minimum) or a non-contact (sonar system) ski or equivalent, shall place all 441 material in order to provide acceptable longitudinal profile (ride quality) (unless otherwise directed by the Engineer)



#### **14. TRENCHING**

The existing road shall be trenched in accordance with ODOT Item 203 to the depth and width specified below. Excavation into existing pavement shall be six inches (6") or greater to permit desired pavement width. Excavated material shall be disposed of by the Contractor beyond the limits of the road right-of-way, unless otherwise directed by the Engineer. Widening/trenching widths shall be as directed below (not including 6" cut into existing edge of pavement). Should the Contractor choose to trench at a width greater than required, any resulting additional asphalt costs shall be the responsibility of the Contractor.

**No trenching is to be performed.**

#### **15. BITUMINOUS AGGREGATE BASE**

Bituminous Aggregate Base shall be placed in excavated trenches in accordance with ODOT Item 301/ 302 to a depth of:

**No bituminous aggregate base will be performed.**

#### **16. AGGREGATE DRAINS, AS PER PLAN**

Aggregate Drains shall be placed in accordance with ODOT Item 605. They shall have a depth of 2" below the existing aggregate base (approximately 14" deep, total). They shall start at the edge of the existing pavement and outlet into the ditch with a bottom slope of 1"/ft. The locations will be specified by Union County Engineer prior to the start of construction.

**No aggregate drains are proposed for construction.**

#### **17. COMPACTED AGGREGATE**

Compacted aggregate shall be placed in accordance with Item 617 at a width of:

**Part A                                      2' wide 617 Compacted Aggregate (2" thick min.)**

Quantities of Item 617-Water have been included to aid in compaction of berm aggregate. Use of the water will be as determined by the Engineer. For estimating purposes, 240 gallons/1000 Sq. Ft. was used to calculate an estimated quantity.

**Part A**

#### **18. DRIVEWAY TAPER**

All asphalt residential, industrial and commercial drives shall have an asphalt taper. The taper shall be of driveway width for four (4) feet in from the new edge of pavement or as directed by the Engineer (Parts A,B).

All concrete residential, industrial and commercial drives shall have an asphalt taper. The taper shall be of driveway width for four (4) feet in from the new edge of pavement or as directed by the Engineer (Parts A,B).

All aggregate drives shall have a feathered aggregate berm taper of four (4) feet or as directed by the Engineer (Part A).

## 19. BRIDGE RESURFACING

The following structures are within the project limits. The proposed work at each structure is listed.

Part A - C.R. 104 (WATKINS ROAD), SECTION D-K (6.75 MILES)					
SFN	CRS	FEATURE INTERSECTED/CARRIED* (*CULVERTS ONLY)	CULVERT	STRUCTURE TYPE	PROPOSED WORK
8030367	UNI-CR-104-03429	HINDERER DITCH	CULVERT	TWIN 144" STEEL PIPES	N/A
8039187	UNI-CR-104-05452	BRANCH OF MILL CREEK	-	SINGLE SPAN CONCRETE SLAB	SUSPEND PAVING AT BEGINNING OF REAR APPROACH SLAB. RESUME PAVING AT END OF FORWARD APPROACH SLAB.
8034036	UNI-CR-104-06340	WATKINS DITCH	CULVERT	TWIN 72" CONCRETE PIPES	N/A
8036640	UNI-CR-104-08470	UNNAMED STREAM	CULVERT	TWIN 72" CONCRETE PIPES	N/A
8031045	UNI-CR-104-08745	QUARRY ROAD CROSSING	-	THREE SPAN, COMPOSITE PRE-STRESSED BOX BEAM WITH 3" AC OVERLAY	SAME RESURFACING TREATMENT AS ROAD SECTION. PLACE 3" DEEP BY 1" WIDE SAWCUT AT BEGINNING OF REAR APPROACH SLAB AND END OF FWD. APPROACH SLAB, AND FILL WITH JOINT SEALER AS PER PLAN (C&MS 705.04)
Part B- C.R. 129 (CLAIBOURNE ROAD), SECTION I-K (2.05 MILES)					
SFN	CRS	FEATURE INTERSECTED/CARRIED* (*CULVERTS ONLY)	CULVERT	STRUCTURE TYPE	PROPOSED WORK
8032483	UNI-CR-129-06886	SNIDER DITCH	CULVERT	TWIN 48" CONCRETE PIPES	N/A
8031290	UNI-CR-129-08135	HULL DITCH	CULVERT	TWIN 96" STEEL PIPES	N/A
8055955	UNI-CR-129-08657	FULTON CREEK	-	THREE SPAN REINFORCED CONCRETE SLAB BRIDGE WITH 2" MICRO-SILICA OVERLAY	SUSPEND PAVING AT BEGINNING OF REAR APPROACH SLAB. RESUME PAVING AT END OF FORWARD APPROACH SLAB.

Butt Joints shall be at structures when resurfacing is suspended and resumed at bridges. Butt joints to be paid under Item 202 Wearing Course Removal (Butt Joints). The detail shall be in accordance with ODOT Standard Construction Drawing BP- 3.1.

The Contractor must notify the Engineer if existing field conditions differ than those listed above (e.g. structure type, wearing surface).

## **20. MAINTAINING TRAFFIC (For Resurfacing)**

This work shall consist of maintaining and protecting vehicular traffic and the work being performed per this section. Traffic control is the responsibility of the CONTRACTOR and is to be paid for under Item 614 Maintaining Traffic.

Two-way traffic shall be maintained at all times except that one-way traffic will be permitted for minimum periods of time consistent with the requirements of the specifications for protection of completed asphalt concrete courses.

The guidelines to be followed for the traffic control are outlined in the "Ohio Manual of Uniform Traffic Control Devices" and the following ODOT Standard Construction Drawings:

MT-97.11 MT-105.10

The following additional signage shall be placed prior to the start of paving operations, and removed after all striping and berming is in place and approved. A set of signs shall be located along the subject roadway at each intersecting road, facing both directions.

OW-SPEC: 36" X 36" "UNMARKED NO PASSING ZONE" or "Do Not Pass"(High Intensity Sheeting) **(Part A)**

OW-167: 36" X 36" "NO EDGE LINES" (High Intensity Sheeting) **(Part A)**

W-151 or W151A: 36" X 36" "LOW SHOULDER" (High Intensity Sheeting) **(Parts A,B)**

Payment for all labor, equipment and materials shall be included in the lump sum contract price for 614, Maintaining Traffic.

## **21. ASPHALT CONCRETE DRAG PATCH**

Tack coat and traffic control shall be included in the "Drag Patch" unit price. Thicknesses of the patches will vary. Areas of the patching will be marked by the Engineer.

**No Asphalt Concrete Drag Patch to be performed.**

## **22. PARTIAL DEPTH PAVEMENT REPAIR**

The areas to be repaired will be marked by the Engineer. Unit price bid shall include all labor and materials necessary to plane area to a depth of 3", replace with 3" of 441 Surface Course, Type 1, (448). The binder content for the partial depth repair shall match that used for that section of road.

**Part A**

### **23. FULL DEPTH PAVEMENT REPAIR**

The areas to be repaired will be marked by the Engineer. Unit price bid shall include all labor and materials necessary to plane area to a depth of 8", replace with 6" of 302 Bituminous Aggregate Base and 2" of 441 Surface Course, Type 1(448).

**No Full Depth Pavement Repair to be performed.**

### **24. GENERAL SPECIFICATIONS FOR PAVEMENT MARKING**

- a) Following are the specifications to be used for performing pavement marking for Union County. The Contractor shall furnish all labor, equipment, materials, etc. necessary to perform the work. No variance from these specifications will be allowed unless granted in writing by the Union County Engineer.
- b) All work shall be under the supervision of the Engineer or his authorized representative.
- c) The Contractor's equipment shall be equipped with all necessary safety equipment and shall be capable of applying materials in accordance with these specifications. The striper shall be equipped to simultaneously stripe double lines. The striper shall be equipped with sequential flashing warning signs to warn and guide the traveling public.

The striper shall be equipped with flow meters to accurately measure the quantities placed to the nearest gallon. The striper shall also be equipped with an odometer graduated to 1/100 of a mile to accurately determine lengths striped

- d) The Contractor shall be responsible for maintaining traffic at all times and also for protecting painted lines as required, in accordance with ODOT Standard Drawing MT-9920. Payment shall be included in the unit prices bid for the striping.
- e) All work shall be performed in a neat and workmanlike manner. No striping shall be done on Saturdays, Sundays, or Holidays. The permanent striping shall be placed on the finished paved roadway surface within two (2) weeks after placement of roadway surface.
- f) The Contractor will be responsible for the layout of all index markings in accordance with the No-passing zone log provided by the Engineer.
- g) All edge lines shall be single solid white lines four (4) inches in width.
- h) Centerline shall be dashed or solid single or double yellow lines (as required) four (4) inches in width. The two-line system of marking shall be used.
- i) Method of Measurement- Payment shall be made for the application, the material and the index marking based on actual measured quantities.

- j) The contractor will discontinue striping within the bridge limits of any one lane bridge. A one lane bridge is defined as any bridge having a clear roadway width of less than 18 feet.
- k) Any centerline striping within the bridge limits of a narrow bridge shall be placed in the actual center of roadway over the narrow bridge. A narrow bridge is defined as having a clear roadway width of 18 feet or more, but less than 20 feet.
- l) **All centerline striping shall be placed in the actual centerline of roadway pavement.** All line layout, pre-marking, and line placement tolerance shall be in accordance with ODOT 641.06 and 641.07 and the Ohio Manual of Uniform Traffic Control Devices.

Any roads without existing pavement markings shall be spot marked for accuracy of centerline pavement markings.

The tolerance for the centerline stripe placement shall not deviate more than 4 inches from the actual pavement centerline.

- m) All centerline striping not placed in accordance with these specifications, as determined by the Union County Engineer, shall be removed by surface grinding or blasting and the existing striping covered with gray or black paint before re-striping as directed by the Engineer. All expenses for the above shall be borne by the contractor.
- n) The edgeline lane width is the actual lane width from the road centerline as striped to the edgeline. See sheet 8-1 for edgeline widths.
- o) Where current pavement marking exists those markings will hold unless stated differently in no-passing logs or as directed by the Engineer.
- p) **A temporary centerline paint stripe shall be placed on the newly paved roadway surface on the same work day of placement of roadway surface.** To be paid for under Item 614, Temporary Pavement Markings, 642 Traffic Paint, Centerline, Class 2.

## **25. PAINT STRIPING**

- a) The work shall be undertaken in accordance with Item 642 Pavement Marking of ODOT's Construction and Material Specifications unless modified by these specifications.
- b) Paint material shall meet the 2019 State of Ohio Department of Transportation Construction and Material Specifications (740.02 Type 1 paint or 740.09 Thermoplastic).
- c) Solid lines shall be applied at a rate of 16 gallons per mile (20 gallons per mile for new pavement). Dashed lines shall be applied at a rate of 4 gallons per mile (5 gallons per mile for new pavements.)
- d) Glass beads shall be applied at a rate of 10 pounds per gallon of paint applied.
- e) Glass beads shall be drop applied (non-compressed air applied) onto a wet paint base, with a durable marking and 60% bead embedment.

## **26. EXCEPTIONS TO SPECIFICATIONS**

The bidder shall include with his bid any and all exceptions to these specifications and shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications" and shall be attached to the bid.

## **27. ITEM SPECIAL – MAILBOX SUPPORT SYSTEM (REPLACE)**

This work shall consist of furnishing and erecting mailbox supports and any associated mounting hardware and attaching a new mailbox at locations established by the Engineer. A list shall be provided to the Contractor prior to the project.

Wood posts shall be nominal 4"x 4" square or 4 ½" diameter round, and conform to CMS 710.14.

Steel posts shall be nominal pipe size 2" I.D. and conform to AASHTO M 181.

Hardware (plates, screws, bolts, etc) shall be commercial grade galvanized steel.

The new mailboxes shall be a standard, black rural model #1 style box.

Posts shall be set per the first paragraph of CMS 606.03 and shall in no instance be encased in concrete.

Support hardware shall accommodate either a single or a double mailbox installation and no more than two boxes may be mounted on a single post.

The mailbox shall be securely and neatly attached by the Contractor to the new support. The Contractor shall furnish all necessary attachment hardware (nuts, bolts, plates, spacers, and washers) as necessary to accommodate the complete installation.

The Contractor shall be responsible for coordinating with the local postmaster regarding the timing of the movement of any mailbox to a new location.

Payment under this item shall be limited to final permanent installations. Temporary installations shall be in accordance with 107.12. However, the same material and size limitations as for permanent installations shall apply.

Mailboxes and supports, complete in place, will be paid for at the contract unit price per each, for item special mailbox support system, (single) (double). A list shall be provided to the contractor prior to the project.

**No mailboxes to be replaced**

**28. ITEM SPECIAL- Reset-Mailbox Support System (MOVE)**

This work shall consist of removing and resetting existing mailboxes and their supports (both single or double systems), as directed by the Engineer. A list shall be provided to the Contractor prior to the project.

**No mailboxes to be moved**

**29. ITEM 516 – 3” DEEP JOINT SEALER, AS PER PLAN (705.04)**

This work shall consist of saw cutting along the beginning of the rear approach slab and the end of the forward approach slab a depth of 3” and width of at least 1”. The sawcut shall take place after placement of the asphalt concrete. The sawcut shall be filled with hot applied joint sealer meeting the specifications of ODOT C&MS 705.04.

**30. ITEM 621 – RAISED PAVEMENT MARKING, AS PER PLAN**

**31. ITEM 621 – RAISED PAVEMENT MARKING REMOVED, AS PER PLAN**

All provisions of ODOT C&MS 621 apply except as specified herein. This work item shall consist of installing new raised pavement markings at all locations where existing raised pavement markings are encountered in the project limits. Install new RPMs at the same location as existing raised pavement marking locations. The Contractor shall inventory all existing RPM locations (included those where only the depression exists).