

ADVERTISEMENT FOR BIDS

Separate sealed bids for [2025 ROAD RESURFACING PROJECT],
SPRINGFIELD TOWNSHIP, RICHLAND COUNTY, OHIO will be received by the
Springfield Township Board of Trustees, [3700 PARK AVENUE WEST, ONTARIO,
OHIO 44903, 6:00 P.M.

June 23, 2025] and then at said office publicly opened and read aloud.

Copies of survey, plans, profiled, cross sections, estimates, and specifications for
such improvement are on file with the Springfield Township Board of Trustees at [
3700 PARK AVENUE WEST ONTARIO, OHIO 44903, (419-529-4416)]. The
bidder must obtain plans, specifications, etc. at their own expense and the cost is
non-refundable. The plans and specifications may be obtained after [06/05/25]. Each
bidder requesting that a set of plans, specifications, etc. be mailed to the bidder shall
pay the additional shipping and handling charges to [ANITA KOCHHEISER 3700
PARK AVENUE WEST ONTARIO, OHIO 44903].

Each proposal must contain the full name of the party or parties making the same
and all persons interested therein, and be accompanied, pursuant to Section
153.54 of the Ohio Revised code, by a satisfactory BID GUARANTY: either a
BID BOND or a BID PERFORMANCE PAYMENT BOND executed by the bidder
and an acceptable surety, in an amount equal to one hundred percent (100%) of the
total amount for each individual proposal or, by a certified check, cashier's check, or
a letter pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to
ten percent (10%) of the total amount for each individual proposal, payable to
Springfield Township Board of Trustees as a guarantee that if the proposal is
accepted, a contract will be entered into.

The Owner reserves the right to waive any informalities or reject any or all bids.

Attention of bidders is particularly called to the minimum wage rates to be paid under the
contract. The estimated construction cost \$265,000.00

By: Springfield Township Board of Trustees
Anita Kochheiser, Fiscal Officer

Advertise: 06/05/2025 and 06/12/2025

INFORMATION TO BIDDERS

1. Receipt and Opening of Bids

The Springfield Township Board of Trustees (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 Springfield Township Board of Trustees, [3700 PARK AVENUE WEST ONTARIO OIDO 44903, JUNE 23,2025, 6:00 PM] and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Springfield Township Board of Trustees at the office of the Springfield Township Board of Trustees, [3700 PARK AVENUE WEST ONTARIO OIDO 44903, JUNE 23,2025 6:00 PM] and designated on the outside as bid for [2025 ROAD RESURFACING PROJECT SPRINGFIBLD TOWNSHIP, RICHLAND COUNTY, OHIO.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any 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 60 days after the actual date of the opening thereof, except in accordance with Ohio Revised Code 9.31.

2. Preparation of Bid

Each bid must be submitted on the prescribed form furnished by Springfield Township Board of Trustees. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. A separate price shall be bid for labor and a separate price shall be bid for material for each item.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. Each proposal shall contain the bidder's signature in full, followed by the printed post office address of the bidder. Such address is the one to which notice of award of the Contract may be mailed or delivered. When the bidder is a firm, the agent signing the firm's name shall also state the names of the individuals composing the firm. If the bidder is a corporation, the person signing for the corporation shall state under the laws of which State the corporation is chartered.

3. Enumeration of Plans and Specifications

Location Map

- a. The 2013 State of Ohio Department of Highways' "Construction and Material Specifications," as amended to date, except for the General Provisions contained therein are hereby made a part of the contract documents unless specifically modified in the contract documents or on the plans.

4. Qualification of Bids

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such a bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; to waive informalities; and to accept any bid which is deemed most favorable. Conditional bids will not be accepted.

5. Bid Guaranty

Each bid must be accompanied, pursuant to Section 153.54 of the Ohio Revised Code, by a satisfactory BID GUARANTY: either a BID BOND or a BID AND PERFORMANCE PAYMENT BOND executed by the bidder and an acceptable surety, in an amount equal to one hundred percent (100%) of the total amount for each individual proposal; (pgs. 4 thru 4a), or, by a certified check, cashier's check, or a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten percent (10%) of the total amount for each individual proposal, payable to Springfield Township Board of Trustees as a guarantee that if the proposal is accepted, a contract will be entered into.

Such check, letters of credit, or bonds will be returned to all except the three lowest bidders within five days after the opening of bids, and the remaining checks, letters of credit, and bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the day of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. Qualification of Bidders

Each bidder must have the appropriate, current ODOT prequalification for this type of project, and present their Certificate of Qualification at the time of the bid opening. The qualification status must be current and continue to be in force at the time of the bid, at the time of the award, and through the life of the contract.

7. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion and Liquidated Damages

THE SUCCESSFUL BIDDER AGREES THAT WORK SHALL BE DONE BEFORE [OCTOBER 31, 2025].

THE SUCCESSFUL BIDDER HEREBY AGREES TO PAY AS LIQUIDATED DAMAGES, THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER THAT THE PROJECT IS NOT COMPLETED. (The provision for "Liquidated Damages" is further referenced in the "SUPPLEMENTARY CONDITIONS".)

9. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor. '

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other Pre-bid documents will be made to any bidder orally.

Every request for such an interpretation should be in writing addressed to Springfield Township Board of Trustees [3700 PARK AVENUE WEST ONTARIO OHIO 44903], and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids, excluding Saturdays, Sundays and legal holidays. Any addendum issued within 72 hours of the published time for the opening of bids shall provide for extending the time for opening of bids one week to permit necessary modifications in the Contractor's proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the "GENERAL CONDITIONS" included herein. The surety on such bond or bonds shall be a duly authorized Surety company satisfactory to the Owner.

12. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection and testing of materials,
- b. Insurance requirements,
- c. Ohio Wage Rates,
- d. EEO Requirements,
- e. Current ODOT Certificate of Qualification:

14. Laws and Regulations

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. Method of Award-Lowest and Best Bidder

If at the time this contract is to be awarded, the lowest and best bidder has submitted a bid that does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded at the Owner's option. If such a bid exceeds such amount, the Owner may reject all bids. The Owner reserves the right to include alternate in any order, in the analysis of the bid.

16. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

17. Non-collusion Affidavit

Each bid must be accompanied by a completely executed "NON-COLLUSION AFFIDAVIT" which shall be on the form enclosed herewith, signed by the bidder and notarized.

18. Nondiscrimination & Intimidation

That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, religion, color, sex, national origin, handicap, age or military status as defined in section 4112.01 of the Revised Code, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates:

That no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin, handicap, age or military status as defined in section 4112.01 of the Revised Code.

In the event of any violation of the terms and conditions of this section by the Contractor, any Subcontractor, or any person acting on behalf of the Contractor, there shall be a forfeiture of twenty-five (\$25) for each person who is discriminated against or intimidated in violation of this Contract or Section 153.59 of the Ohio Revised Code. The amount of forfeiture shall be deducted: from the amount payable to the Contractor for the first violation of this section.

In the event of a second or subsequent violation of the terms and conditions of this section by the Contractor, any Subcontractor, or any person acting on behalf of the Contractor, the Contract will be canceled and all funds due the Contractor hereby may be forfeited in accordance with Section 153.60 of the Ohio Revised Code.

19. Bids in Excess of Estimate

No contract for the project shall be entered into if the total bid price of the project, or if the project involves multiple contracts where the total bid price of all contracts including all changes and estimates of expenses for architects and engineers, is in excess of ten percent (10%) above the entire estimate thereof

The estimated construction cost is: \$265,000.00

20. Price Adjustment Exclusions

The Contractor shall NOT receive Asphalt Binder Price Adjustments (C&MS 401.20), Steel Price Adjustments (PN 525), or Fuel Price Adjustments (PN 520) for any work on items listed in the Price Adjustments Exclusions Table.

21. Labor Standards

The Contractor agrees that all laborers and mechanics employed by contractors or sub-contractors on construction work performed under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Ohio Prevailing Wage Determination Schedule made a part of these documents. All overtime compensation shall be in accordance with and subject to the provisions of the State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects and the contractors and subcontractors shall comply with all regulations issued pursuant to these regulations.

22. Equal Employment Opportunity

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap, age or military status and will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, handicap, age or military status. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, Transfer, Recruitment or Recruitment Advertising, Layoff, 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 setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration of employment without regard to race, religion, color, sex, national origin, handicap, age or military status. The Contractor will incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

23. Ohio and United States Products

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.01 I OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.01I OF THE REVISED CODE CAN BE

OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES: THE CONTRACTOR SHALL, TO THE EXTENT PRACTICABLE, USE AND SHALL CAUSE ALL OF HIS SUBCONTRACTORS TO USE OHIO PRODUCTS, MATERIALS, SERVICES AND LABOR IN CONNECTION WITH THIS PROJECT.

24. Documents to Be Executed as Part of Bid Package

The following listed documents shall be executed as part of the bid package:

- a. "CERTIFICATE OF QUALIFICATION" as stated in Item 6
- b. "BID FOR UNIT PRICE CONTRACT"
- c. "BID BOND" or "BID & PERFORMANCE PAYMENT BOND" or as otherwise stated in Item 5 "Bid Security" in the "INFORMATION TO BIDDERS"; place BONDS inside the front cover of bid documents, do not insert into binder of bid documents.
- d. "NON-COLLUSION AFFIDAVIT"
- e. "EXPERIENCE RECORD"
- f. "STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY" and
- g. "CERTIFICATION OF CONTRACTOR COMPLIANCE"

PREVAILING WAGE RATES

The Contractor agrees that everyone employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid the prevailing wage established by the Department of Industrial Relations of the State of Ohio. This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The Prevailing Wage Determination Schedule for this project is available for review via the internet at

SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES BID FOR UNIT PRICE
CONTRACT

TO:

Springfield Township Board of Trustees

(Address)

Proposal of

(Hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of _

_____ a partnership, or an individual doing

business as

Gentlemen:

The Bidder, in compliance with your invitation for bids for 2025 ROAD RESURFACING PROJECT, SPRINGFIELD TOWNSHIP, RICHLAND COUNTY, 01-110 having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated on the following page(s). These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part

Bidder hereby agrees to commence work under this contract on or after a date to be specified by the Owner and to fully complete the project by October 31, 2025 thereafter as stipulated in the specifications. Bidder further agrees to pay, as liquidated damages, the amount specified in Paragraph 8 of the "INFORMATION TO BIDDERS" for each consecutive calendar day thereafter as hereinafter provided in the "SUPPLEMENTARY CONDITIONS".

Bidder acknowledges receipt of the following Addendum:

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the unit prices listed on the following page(s).

BID FOR UNIT PRICE CONTRACT (Continued)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy in the extension, the unit price shown for labor and the unit price shown for material will govern. Item numbers refer either to the item numbers shown in the current State of Ohio, Department of Highways' "Construction and Material Specifications", or to item numbers shown and described in these Contract Documents.)

The preceding unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for the period of time stated in Paragraph 1 of the "INFORMATION TO BIDDERS" after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Section 5.01 of the "GENERAL CONDITIONS" The bid security attached is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of all persons and parties interested in the foregoing Proposal, as principals, are as follows:

Name

Address

_____	_____
_____	_____

Name of Bidder _____

(State whether Individual Firm or Corporation)

Signed by _____ Title _____

Business Address of Bidder _____

Telephone Number: (__) - _____ Date _____

FAX Number:(__)- _____ Federal ID No. _____

Email _____

Place Bid Bond or
Bid & Performance Bond
Inside the front cover of the bid documents.
Do not insert into the binder of bid
documents.

BIDBOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(Name and Address)

as Principal, and as Sureties, are hereby held. _____

and firmly bound into Springfield Township Board of Trustees as Oblige in the penal sum of _____

_____ for the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this _____ Day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, whereas the above-named Principal has submitted

To _____ a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

[2025 ROAD RESURFACING PROJECT],
SPRINGFIELD TOWNSHIP, RICHLAND COUNTY, OHIO

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the form of a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in 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 Surety for value received hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

The Surety hereby represents and warrants that it is licensed by the Ohio Superintendent of Insurance and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

PRINCIPAL: _____ SURETY: _____

BY: _____ BY: _____

TITLE: _____ TITLE: _____

SURETY COMPANY NAME/ADDRESS: _____

SURETY AGENTS'S NAME/ADDRESS: _____

PERFORMANCE-PAYMENT BOND

(Section 153.57 Ohio Revised Code)

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

(Name and Address)

as Principal and _____ as Surety, are hereby held and firmly bound unto Springfield Township Board of Trustees as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige _____ 2025, to undertake the project known as: [2025 ROAD RESURFACING PROJECT], SPRINGFIELD TOWNSHIP, RICHLAND COUNTY, OHIO.

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

Dollars \$ _____

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, whereas the above-named Principal has entered into a contract on the above-referred project, which said contract is made a part of this bond the same as though set forth herein;

NOW, IF THE SAID Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of sub-contractors, material men 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 material man or laborer having a just claim as well as for the Oblige 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 the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said surety on its bond.

The surety hereby represents and warrants that it is licensed by the Ohio Superintendent of insurance and is authorized to execute bonds in the State of Ohio. The surety further represents that the liability incurred pursuant to this bond is within the limits of Ohio Revised Code Section 3929.02.

SIGNED AND SEALED this _____ day of 2025

PRINCIPAL: _____ SURETY: _____

BY: _____ BY: _____

TITLE: _____ TITLE: _____

ADDRESS: _____ ADDRESS: _____

SURETY AGENT'S NAME: _____

SURETY AGENT'S ADDRESS: _____

NON-COLLUSION AFFIDAVIT

COUNTY OF _____)

STATE OF _____)

_____ being first sworn,

(Name of Individual)

says that he of

_____ (Title - owner, partner, president, secretary)

_____ submitting

(Name of Organization)

the foregoing bid for

(2025 ROAD RESURFACING PROJECT],

SPRINGFIELD TOWNSHIP, RICHLAND COUNTY, OHIO that such bid is not made in their interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract, that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

(Affiant)

Sworn to me before this _____ day of _____ 20____

(Notary Public)

County of _____ State of _____

My Commission expires _____

EXPERIENCE RECORD

The bidder is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done; to give references and such other detailed information as will enable the Owner to judge this responsibility experience, skill and financial standing. Bids from Contractors inexperienced in this particular type of work will not be considered.

[illegible]

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

The following materials are provided for use by local subdivisions in receipt of financial assistance from the Ohio Public Works Commission for the development or redevelopment of capital infrastructure improvements. The materials relate to the State of Ohio's equal employment opportunity requirements for contractors when they participate in State-assisted construction projects.

These materials must be inserted into the contracting subdivision's bidding documents for such State-assisted projects and must be regarded as an integral component of the bidder's response. The bidder must, as a part of its bid response: elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the Bidder's Certification. Failure to complete the required sections may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in noncompliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must submit a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes prior to the execution of a contract,

Should there be any questions regarding the use or meaning of any portion of these materials, questions should be directed to the Equal Opportunity Division at 4200 Surface Road, Columbus, OH43228 ☐ Phone (614) 466-8380.

OPWC PROPOSAL NOTES - For insertion into Bid Documents (Rev 10/2/12)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code 153.011 apply to this project. Copies of 153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Chapter 411S of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the

responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to finding for recovery under Ohio Revised Code 59.24, or that it has taken the appropriate remedial steps required under 59.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if it's 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.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code 53.03 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.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code 5164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Revised Code 5153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

The 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.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See

<http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default>.

☐ for instructions for electronic filing.

>>> 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

The 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.

>>> Has the prime contract bidder 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

OR

>>> If "No", 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.

BIDDERS EEO COVENANTS:

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

(l) 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, Equal Opportunity Division 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 required by the OAC 123: 2-9-01 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. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCinputForm29.htm>

(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 OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by 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 OAC 123:2-3 through 2-9 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 noncompliance 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	All Trades	10%
CINCINNATI	<u>Trade</u>	
	Asbestos Workers	9%
	Boilermakers	9%
	Carpenters	10%
	Elevator Constructors	11%
	Floor Layers	10%
	Glaziers	10%
	Lathers	10%
	Marble, Tile, Terrazzo	8%
	Millwright	10%
	Operating Engineers	11%
	Painters	11%
	Pipefitters	11%
	Plasterers	10%
	Plumbers	11%
	Sheet Metal Workers	11%
	Other Traders	11%
CLEVELAND	<u>Trade</u>	
	Asbestos Workers	17%
	Boilermakers	10%
	Carpenters	16%
	Electricians	20%
	Elevator Constructors	20%
	Floor Layers	11%
	Glaziers	17%
	Ironworkers	13%
	Operating Engineers	17%
	Painters	17%
	Pipefitters	17%
	Plasterers	20%
	Plumbers	17%
	Roofers	17%
	Other Trades	17%
COLUMBUS	AU Trades	10%
DAYTON	All Trades	11%
TOLEDO	All Trades	9%
YOUNGSTOWN	All Trades	9%

"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 an individual was sent to the union hiring hall for referral and not referred 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 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 contractor's 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

- I. 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 BIQ 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.

AFFIDAVIT

(To be executed by the Contractor)

COUNTY OF _____

) ss.

STATE OF _____,

_____, being duly sworn, deposes and says that he is

Secretary of _____
(Name of Contractor)

a corporation organized and existing under and by virtue of the laws of the State of _____

and having its principal office at _____
(Street and Number)

(City) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of

(Name of Contractor)

Affiant further says that .. _____

(Officer's Name)

_____ of the corporation is duly authorized to sign a
(Title)

Contract for [2025 ROAD RESURFACING PROJECT! SPRINGFIELD
TOWNSHIP, RICHLAND COUNTY, OHIO, said corporation by virtue of

(State whether a provision of by-laws or a resolution of the Board of Directors.)

(If by resolution, give date of adoption.)

(Affiant)

Sworn to before me this _____ day of _____, 20 _____

(Notary Public)

County of _____ State of _____

My Commission Expires: _____

AFFIDAVIT

(To be executed as a part of the Contract)

STATE OF _____) ss.

COUNTY OF _____)

PERSONAL PROPERTY TAX AFFIDAVIT OF CONTRACTOR

(O.R.C. 5719.042)

I, _____ being duly sworn, and an authorized agent of or Contractor for the bid submitted to the SPRINGFIELD TOWNSHIP BOARD OF TRUSTEES, on _____, 20____, state that on or before said bid submittal date:

I. was not charged with any delinquent (Name of contractor)

Personal Property taxes on the general tax list of personal property of _____ County, Ohio; OR

11. _____ was charged with delinquent Personal Property
(Name of contractor)

Taxes on the general tax list of personal property of _____ County, Ohio, in
The following amounts:

A. Due and Unpaid delinquent taxes	\$ _____
B. Unpaid penalties	\$ _____
C. Unpaid interest	\$ _____

Sworn to before me on this _____ day of _____, 20____

(Notary Public)

County of _____ State of _____

My Commission Expires _____

CERTIFICATION OF CONTRACTOR COMPLIANCE

US DOT Alcohol & Drug Testing Program (49 CFR 382)

This is to certify that the Contractor named below has implemented a DOT Alcohol and Drug Testing Program or requires its sub-contractors to implement a DOT Alcohol and Drug Testing Program, in compliance with Department of Transportation Alcohol and Drug Rules including all employees working as contract employees to Springfield Township, Richland County, Ohio.

Name of Company or Corporation

Address & Zip Code

Telephone Number

Signature

Date

Governor's Executive Order (2002-13 T)

Ohio Bureau of Worker's Compensation 's Drug Free Workplace Program

In accordance with the Governor's Executive Order (2002-13T) mandating that all agencies administering state construction projects require that contractors and subcontractors on these projects be enrolled in and in good standing in the Ohio Bureau of Worker's Compensation's Drug Free Workplace Program or similar program approved by the Bureau of Worker's Compensation. This requirement will be phased in between January 1, 2003, and July 1, 2003.

Accordingly, the low bidder is required to enroll in a program certified by the Ohio Bureau of Workers' Compensation within ten days of the bid opening to be awarded the project or its bid will be deemed non-responsive.

Springfield Township, Richland County may declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Worker's Compensation's Drug-Free Workplace (DFWP) Discount Program or a similar program approved by the Bureau of Worker's Compensation when its bid is submitted.

Name of Company or Corporation

Address & Zip Code

Telephone Number

Name of Person certifying compliance

Title

Signature

Date of Enrollment

NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT PURSUANT TO
REVISED CODE SECTION 1311.252

State of Ohio

) Ss:

County of Richland)

The Affiant, being first duly sworn, says that:

1. Affiant is the Fiscal Officer of the Springfield Township Board of Trustees of Richland County, Ohio [3700 PARK AVENUE WEST, ONTARIO, OHIO 44903] _____ the "Public Authority"

2. The Public Authority will be commencing a public improvement as follows:

[2025 ROAD RESURFACING PROJECT]
SPRINGFIELD TOWNSHIP RICHLAND COUNTY, OHIO

3. The following lists the name, address, and trade of each of the principal contractors working on this public improvement.

NAME	ADDRESS	TRADE	DATE OF FIRST EXECUTED CONTRACT FOR THE PUBLIC IMPROVEMENT
------	---------	-------	--

4. The following lists the names and addresses of the sureties for all the principal contractors:

PRINCIPAL CONTRACTOR	NAME OF SURETY	ADDRESS OF SURETY
-------------------------	----------------	-------------------

5. For the purpose of serving an affidavit pursuant to Revised Code Section 1131.26, service made upon the following representative of the Public Authority: _____

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Affiant

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 2025.

Notary Public

[seal]

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract.

1. Supplement to Section 5.03 of the General Conditions.

The Bidder/Contractor shall be responsible for performing his own subsurface and physical condition investigations.

2. Supplement to Section 5.03 B of the General Conditions.

"No existing technical data is available."

3. The limits of liability for the insurance required by paragraph 6.03 B of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workers' Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all for the latter's employees to be engaged in such work unless such employees are covered by the protection afforded in the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. A copy of Workers' Compensation Certificate of the Contractor shall be submitted to the Owner.

- (b) Contractor's Liability Insurance

The Contractor shall procure at his or her sole expense and keep in full force and effect during the life of this Contract, Policy or Policies of Insurance as called for in ODOT 2013 C&MS Section 107.12.

The Contractor shall either:

- 1 Require each of his or her Subcontractors to maintain during the life of this Contract the Liability Insurance described above or alternatively, secure coverage of the type and in the amounts specified above under his or her insurance policies to cover each subcontractor; or
- 2 Insure activities under his or her policy, as specified herein.

- (c) Scope of Insurance and Special Hazards: The insurance required under subparagraph

(b) and (c) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by any directly employed by him and, also against any of the special hazards which may be

encountered in the performance of this contract

(d) Builder's Risk Insurance Fire and Extended Coverage: Until the project is completed

and accepted by the Owner, the Contractors required to maintain Builder's Risk Insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. The Contractor shall provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(e) Proof of Carriage of Insurance: The Contractors shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and the date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days' written notice has been received by the Owner".

4. Delete Paragraph 6.05 of the General Conditions in its entirety and insert the following in its place:

6.05 CONTRACTORS shall purchase and maintain until final payment has been made property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interest of OWNER, CONTRACTOR, SUBCONTRACTORS, ENGINEER and Engineer's consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief: earthquake, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored and off the site or in transit when such portion of the Work are to be included in an Application for Payment. The policies or insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 6.05 shall comply with the requirements of 6.07.

5. Payment to Contractor

Not later than 30 days following the submittal of the Contractor's approved monthly estimate, the Owner shall mail a progress payment to the Contractor on the basis of the duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to ensure proper performance of this contract, the Owner shall retain the following percentages of the monies due the Contractor.

- a. During the first 50% of the contract, as determined by the aggregate amount of the progress payments, the Owner shall retain 8% of the cost of labor incorporated in the work. These funds shall be retained in an escrow account. Funds in the escrow account not previously paid, shall be released to the Contractor at the time of final payment or acceptance or occupancy by the Owner. During the second 50% of the Contract as determined by the aggregate amount of the progress payments, no retainage will be withheld except as provided in paragraph (b) below.
- b. Regardless of the status of the project, the Owner shall retain 8% of the invoice cost of all materials included in the Contractor's monthly estimate, which are delivered on the site of the work or other approved storage site but not incorporated in the work, provided such materials have been inspected by the Engineer and found to meet the specifications. In no case shall the payment for such materials exceed the bid price in a unit price contract.

Except as provided in paragraph (a) above, the funds in the escrow account resulting from the retainage withheld on stored materials shall be released to the Contractor when the stored material is incorporated into and becomes a part of the work performed in accordance with the provisions of this contract.

- c. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the security, care and protection of materials and work upon which payments have been made or the restoration of any damaged work, replacement of any material stolen, destroyed or damaged by casualty before being used or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract.
- d. Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct or withhold from the contractor's unpaid compensation a sum of money deemed

reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment made by the Owner shall be considered as payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

6. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed"

The Contractor agrees that such work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work with the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damage which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is the essence of each and every portion of this contract and the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of the contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided further. That the Contractor shall

not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, act of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided further that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

ASPHALT CONCRETE PAVEMENT SPECIFICATIONS

1.0 GENERAL

- A. In addition to all other specifications governing materials, workmanship and construction methods, the following specifications shall become part of this contract.
- B. These modifications are made to increase durability, compaction properties, enhance aesthetics and assure safety to the general public.
- C. Technicians in charge of Quality Control shall be knowledgeable of the specification requirements and a copy of the project specifications shall be available at all times in the plant lab and control house.

1.1 REFERENCE

All reference to the specification numbers, unless otherwise noted on the plans or modified herein shall be considered to be specification numbers or the respective section thereof of the current Ohio Department of Transportation Construction and Materials Specifications.

1.2 APPROVALS

At or before the preconstruction conference, the contractor shall submit the following for approval:

- A. A list of key project personnel (Project Engineer/Manager, Project Superintendent, etc.) with office and mobile phone numbers to be used by the Engineer.
- B. A list of the paving equipment that will be used on this project (self-propelled paver, roller, distributor, etc.)
- C. Proposed materials and suppliers.
- D. Aggregate producer's ODOT prequalification information.
- E. A list of subcontractors and key personnel representing each.
- F. Proposed Job Mix Formulas (submitted in ODOT format).
- G. Current Asphalt Plant Calibration and Plant Quality Control Plan.
- H. Computer printouts in accordance with 402.07, as requested by the Engineer

- I. The Engineer or a representative appointed by the Engineer will respond to the items submitted within two (2) weeks. If an item is not approved, the contractor will have two (2) weeks from the time of notification to resubmit; allowing two (2) weeks after resubmitting for approval. No mix will be produced until approval is granted.

1.3 AGGREGATES

- A. The coarse fraction of asphalt concrete shall be limestone or "crushed" gravel for all courses. If crushed gravel is used for intermediate and base courses, the material will meet the requirements of ODOT 703.05 for Micro-Deval.
- B. Manufactured sand shall not be allowed in mixes containing reclaimed asphalt (RAP).
- C. Manufactured sand shall be limited to 10% maximum of the total mix for virgin mixes.
- D. Aggregate stockpiles will be identified and stocked in a manner to minimize segregation and commingling of materials.
- E. The loader bucket shall be at a height of 1' to 2' above the bottom of the stockpile or at a height that will not allow contamination or debris in the loaded aggregate.
- F. Aggregate shall be placed in the cold feed bins to the extent that it will not overflow into the adjacent bin/s.

1.4 ASPHALT BINDER

- A. The mix producer will furnish performance grade PG64-22, ODOT Item 702.01, for all courses.
- B. The Engineer may require a PG70-22(SBS) or 76-22 (SBS) virgin surface course for areas where heavy traffic or previous rutting have occurred. In those instances, the modified grade will be noted on the plans. The design would be a 50 blow Marshall Mix at the minimum cement content noted in these specifications, but the aforementioned modified binder would be substituted for the PG64-22.

1.5 ITEM 301 BITUMINOUS AGGREGATE BASE

- A. A maximum of 30% reclaimed asphalt may be used.
- B. The mix shall be a blend of limestone or "crushed" gravel coarse aggregates and natural sand.
- C. No manufactured sand will be allowed in mixes containing reclaimed asphalt.
- D. 10% manufactured sand may be used in virgin mixes only.
- E. The percent passing the No. 4 sieve shall be 44-52%.
- F. The minimum asphalt cement content shall be 5.5% by total weight of the mix.
- G. The fines to asphalt ratio shall not exceed 1.0.

*Except as modified herein the mix shall meet all other requirements of 441.02-1.

*The contractor shall design and produce the mix within the specification limits in Item E. No tolerance outside of the specification will be allowed. If production falls outside the specification limits the contractor will investigate and make the appropriate adjustments. If the contractor fails to bring the mix in tolerance within two tests production will cease until the problem is corrected.

1.6

441 TYPE 1 MODIFIED SURFACE

- A. A maximum of 10% reclaimed asphalt shall be allowed for this item.
- B. The mix shall be a blend of limestone or "crushed gravel" and natural sand.
- C. The use of aggregates where the bulk of the material is retained on the No. 8 sieve shall not be allowed for use in the mixes. This would include No. 9, No.10 or any size with a similar gradation.
- D. 10% maximum manufactured sand may be used.
- E. The percentage passing the No. 4 sieve shall be 58-65%.
- F. The minimum asphalt cement content shall be 6.6% by total weight of the mix.
- G. Acceptance voids shall be 2.0-3.5%. Voids higher than 3.5% when tested in the field will require an increase in cement until the target of 3.5% or less is met consistently.
- H. The asphalt absorption and effective asphalt cement content shall be submitted with the proposed Marshall Mix Design.
- I. The fines to asphalt ratio shall not exceed 1.0.
- J. Marshall specimens to determine air voids shall be compacted at 275 +/-5 degrees

Fahrenheit for design and production. Two sets will be done the first three days of production. If the voids are within the specified range and do not vary by more than 0.5%, only one set of specimens every three days of production or as directed by the Engineer's Quality assurance Representative will be required. Marshall shall be done at the Manufacturer's recommendation on polymer modified cement grades.

*Except as modified herein the mix shall meet all other requirements of 441.02-1.

*The contractor shall design and produce the mix within the specification limits in Item D. No tolerance outside of the specification will be allowed. If production falls outside the specification limits the contractor will investigate and make the appropriate adjustments. If the contractor fails to bring the mix in tolerance within two tests production will cease until the problem is corrected.

1.7 441 TYPE 1 MODIFIED INTERMEDIATE COURSE

- A. A maximum of 20% reclaimed asphalt is allowed for this item.
- B. The mix shall be a blend of limestone or "crushed" gravel coarse aggregate and natural sand.
- C. The use of aggregates where the bulk of the material is retained on the No. 8 sieve shall not be allowed for use in the mixes. This would include No. 9, No.10 or any size with a similar gradation.
- D. No manufactured sand will be allowed in mixes containing reclaimed asphalt.
- E. 10% manufactured sand may be used in virgin mixes.
- F. The percentage passing the No. 4 sieve shall be 60-68%.
- G. The minimum asphalt cement content shall be 6.4% by total weight of the mix.
- H. Acceptance voids shall be 2.0- 3.5%. Voids higher than 3.5% when tested in the field will require an increase in cement until the target of 3.5% or less is met consistently.
- I. The asphalt absorption and effective asphalt cement shall be submitted with the proposed Marshall Mix Design.
- J. The fines to asphalt ratio shall not exceed 1.0.
- K. Marshall specimens to determine air voids shall be compacted at 275 +/-5 degrees Fahrenheit for design and production. Two sets will be done the first three days of production. If the voids are within the specified range and do not vary by more than 0.5%, only one set of specimens every three days of production will be required. Results shall be provided to the Engineer as requested. Marshall shall be done at the Manufacture's recommendation on polymer modified cement grades.

*Except as modified herein the mix shall meet all other requirements of 441.02-1.

*The contractor shall design and produce the mix within the specification limits in Item E. No tolerance outside of the specification will be allowed. If production falls outside the specification limits the contractor will investigate and make the appropriate adjustments. If the contractor fails to bring the mix in tolerance within two tests production will cease until the problem is corrected.

1.8 441 TYPE 2 MODIFIED INTERMEDIATE COURSE

- A. A maximum of 30% reclaimed asphalt is allowed for this item.
- B. The mix shall be a blend of limestone or crushed gravel and natural sand

- C. The use of aggregates where the bulk of the material is retained on the No. 8 sieve shall not be allowed for use in the mixes. This would include No. 9, No.10 or any size with a similar gradation.
- D. No manufactured sand will be allowed in mixes containing reclaimed asphalt
- E. 10% manufactured sand may be used in virgin mixes only.
- F. The percentage passing the No. 4 sieve shall be 45-53%.
- G. The minimum asphalt cement content shall be 5.5% by total weight of the mix.
- H. Acceptance voids shall be 2.0-3.5%. Voids higher than 3.5% when tested in the field will require an increase in cement until the target of 3.5% or less is met consistently.
- I. The asphalt absorption and effective asphalt cement shall be submitted with the proposed Marshall Mix Design.
- J. The fines to asphalt ratio shall not exceed 1.0.
- K. Marshall specimens to determine air voids shall be compacted at 275 +/-5 degrees Fahrenheit for design and production. Two sets will be done the first three days of production. If the voids are within the specified range and do not vary by more than 0.5%, only one set of specimens every three days of production will be required. Results shall be provided to the Engineer as requested. Marshall shall be done at the Manufacturer's recommendation on polymer modified cement grades.

*Except as modified herein the mix shall meet all other requirements of 441.02-1.

*The contractor shall design and produce the mix within the specification limits in Item D. No tolerance outside of the specification will be allowed. If production falls outside the specification limits the contractor will investigate and make the appropriate adjustments. If the contractor fails to bring the mix in tolerance within two tests production will cease until the problem is corrected.

1.9 RECLAIMED ASPHALT

Reclaimed asphalt proposed for use shall be identified as to source and stockpile location. Processed yard rap will not be allowed unless proper, recent testing has been completed on the identified source and stockpile. Laboratory test data shall be submitted to the Engineer as requested. The cost of the inspection and testing will be borne by the contractor and/or mix supplier.

- A. A minimum of three (3) tests for asphalt cement content and gradation must be done, with the average used in the Job Mix Formula for gradation and cement content. Test data must be current and include one absolute viscosity.

- B. Reclaimed asphalt oxidized to the extent that an absolute viscosity cannot be obtained will not be allowed for use.
- C. Stockpiles will be free of debris and shall not be incorporated into the mix until the stockpile/s has been approved by the Engineer and/or his representative.
- D. The reclaimed asphalt shall be crushed and/or screened prior to mixing to minimize oversized. The screen shall be a minimum of 1 ½" for 301 Item, 1" for Type 2 Item and ½" for Type 1 Intermediate.
- E. Failure to incorporate reclaimed into the mix in a manner satisfactory to the Engineer and/or his representative may result in the material being disallowed for use in future production as well as load rejection until corrections are made.

2.0 **WORKMANSHIP**

In addition to all other specifications governing workmanship and construction method as detailed in 401.15 the following specifications will become part of this contract.

- A. "Folding" of the hopper wings must be minimized and done only when necessary. Material that forms in the corners of the hopper shall be manually thoroughly scraped through an established protocol by the contractor to ensure the safety of the person(s) tasked with the scraping of the hopper. Scraping of this material shall be done often enough to ensure that the temperature of the material in the hopper corners does not cool to the extent that the material does not move freely through the hopper to the augers. The paver hopper should have enough material that the scrapings will mix well through the augers. Material should be at least at a quantity to the flow gates that they are full.
- B. The slat conveyor shall not be visible when the sides of the hopper are cleaned, or become visible during the paving process. Ensure adequate material in the paver hopper at all times during mix placement.
- C. Obvious end load segregation due to failure to implement proper workmanship shall result in a 90% pay factor applied to the days production based on the unit bid price.
- D. Place asphalt concrete only if the surface is dry and weather conditions permit proper handling, finishing and compaction. In addition to Table 401.06-1 for minimum temperatures, surface and air temperatures must be 50 degrees F (10 C) and rising for all surface mixes regardless of the thickness.

- E. The presence of extraneous material, primarily dust balls from the plant in the mix shall be cause to immediately cease production until corrective action can be taken.
- F. Finished surfaces shall be smooth to a tolerance of 1/4" in 10 Feet.

3.0 PLANT PRODUCTION

- A. Computer data: The plant computer shall be operational at all times. Should a printer problem or other technical difficulties arise, the problem shall be corrected immediately. The plant operator will inform the Engineer and/or the Engineers contracted laboratory of any computer malfunctions and what corrective action has to be taken. Should the problem not be corrected in a timely manner, production will cease.
- B. Throughout production, the computer printouts shall be reviewed and at the end of each day's production the computer printouts, as requested shall be provided to the Engineers contracted laboratory to be reviewed by the Engineers Quality Assurance Representative.
- C. The switching of mixes while in production from mixes with coarse aggregate (larger than 1/2") to surface course shall not be allowed.
- D. The presence of extraneous material, primarily dust balls from the plant in the mix shall be cause to immediately cease production until corrective action is taken.
- E. Mix quantities in the silo shall be kept to a level to minimize segregation. Silo configuration, batcher capacity and timing will determine this quantity.
- F. Trucks shall be loaded in three (3) drops to minimize segregation. The rear, front and then the middle shall be loaded as recommended by the asphalt institute.
- G. Mix temperatures shall not vary by more than 20 degrees Fahrenheit from one truck to another.lowing shall be production temperature ranges and are dependent on air temperatures, wind velocities and distance to the placement.

<u>MIX TYPE</u>	<u>MINIMUM TEMPERATURE</u>	<u>MAXIMUM TEMPERATURE</u>
Type 1 Surface	290 degrees Fahrenheit	325 degrees Fahrenheit
Type 1 Intermediate	310 degrees Fahrenheit	325 degrees Fahrenheit
Type 2/301	280 degrees Fahrenheit	325 degrees Fahrenheit

* Mixes containing modifiers will be in accordance with manufacturer's recommendations.

Mixes produced with modified cements shall be a minimum of 300 degrees F at the paver.

*Temperatures exceeding 325 F will not be rejected, but notification will be given to the plant to bring the temperature within range. Mix exceeding 350 will be rejected. If the mix is not brought within range within two trucks production will cease until the cause is identified and corrected.

- I. Truck beds shall be clean and sprayed with a uniform coating of release agent, Excess release agent and puddling in the beds will not be acceptable. The release agent shall be operational at all times; with any water dilutions within the manufacturer's recommendations.
- J. **DIESEL FUEL IN TRUCK BEDS IS NOT ALLOWED.** The plant operator shall monitor truck bed preparation. Trucks that do not comply should be put on notice.
- K. Changes in bin percentages to bring the mix into conformity with the JMF shall be documented on the TE-199 under mix proportions.
- L. Aggregate and reclaimed moisture contents entered into the computer shall be from current laboratory testing and adjusted only as moisture conditions change. Adjustments to the computer moisture entries will not be allowed without test verification.
- M. When producing mixes that include reclaimed asphalt, production rates (TPH) will be set at a rate that will produce a sufficient blending of the reclaimed and virgin aggregates.
- N. The asphalt cement specific gravity from the transport tickets shall be entered in the computer and adjusted only as transport tickets dictate.

4.0 **LABORATORY TESTING**

The producer will test his mix in accordance with the requirements of 441.09 with the following revisions.

- A. Marshall specimens to determine air voids shall be compacted at 275 +/-5 degrees Fahrenheit. Two sets will be done the first three days of production. If the voids

are within the specified range and do not vary by more than 0.5%, only one set per day thereafter or as directed by the Engineer. Marshall designs shall be done at the Manufacturer's recommendation on polymer modified cement grades.

- B. Extractions shall be done the first three days of production. The first sample of each of those three days.
- C. Corrected asphalt content over results shall be recorded on the TE-199 and the Ignition oven offset the same time as the nuclear gauge.
- D. The Engineers Quality Assurance Representative may make changes to the testing if there is a concern about one of the mix properties.
- E. Maximum Theoretical Gravity (MSG) "Dry Backs" which indicate 1 gram or less will eliminate the necessity for future dry backs. The Quality Assurance Representative may require periodic checks for this value if increased or decreased moisture is suspect or problems are being investigated.
- F. Random sample locations will be determined by the Engineers Quality Assurance Representative at the start of production for the quantity of mix to be produced each day. A 10,000 grams of the split sample will be taken and marked with all information for comparison checks by the Engineer. Testing not in agreement shall be investigated.
- G. Test results shall be recorded on ODOT TE-199's and production will be reported in lots of 3000 tons. All charts and paperwork shall be kept up to date. Test results shall be faxed or emailed each production day to the Engineer as requested.

5.0 QUALITY ASSURANCE REPRESENTATIVE

The Engineer may employee an independent testing laboratory to perform periodic mix testing, compaction testing, plant inspection and any other testing or inspection required to ensure materials, methods and processes are suitable and meet project specifications. The Engineer will coordinate with the contractor or material supplier a minimum of 24-hours in advance.

6.0 PROCEDURES FOR OPERATIONS

- A. All work associated with this contract shall be performed between 6:30 A.M and 8:00 P.M. Monday through Friday.
- B. Notice of Saturday work shall require a minimum of 24 hours' notice (on a week by week basis) and must be approved by the Engineer.
- C. If conditions are acceptable, daily work hours maybe be extended with approval from the Engineer.
- D. No work will be permitted on Sunday without written permission from the Engineer.
- E. The contractor shall notify the Engineer 48 hours prior to the start of operations.
- F. Weather requirements are as outlined in Item 2.0 (D.)
- G. If the contractor suspends operations on this contract for more than 3 working days (excluding holidays and weekends) the contractor shall notify the Engineer 48 hours prior to resuming operations. The contractor may make rescheduling arrangements with the Engineer prior to suspending work, but the contractor will be responsible for notifying the Engineer of any changes to any established arrangements.
- H. These requirements are to be followed by the general contractor and any sub- contractor on this project.
- I. Damage to areas outside of the designated work limits as a result of the contractor, subcontractor or duly appointed agents operations shall be repaired at the contractor's expense.
- J. Excavated areas will be secured prior to the end of each working day and will have adequate protection until such time the area/s no longer pose a risk to the public.
- K. Stockpiling of materials overnight on the job site will not be permitted.
- L. Streets and/or roadways with base conditions that are disturbed due to heavy loads shall have decreased tonnages on trucks as not to cause additional damage.

7.0 COODINATION WITH THE OHIO UTILITIES PROTECTION SERVICE

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8.0 ROADWAY PROPERTIES

- A. Pavement width shown on the plans is sometimes approximate.
- B. The pavement shall be resurfaced to its full width or to a width determined by the Engineer in the field.
- C. The Engineer and the contractor shall inspect the road prior to beginning the resurfacing operation, to determine the width to be paved, if plan notes do not indicate a pavement width, the contractor shall match the width of the existing pavement.
- D. Roads with aggregate berms that are not to be planed out shall have off set stakes set by the contractor to ensure that the existing edge of pavement is maintained. This work shall be included in the unit bid price for construction layout stakes.
- E. If the contractor's operation is unable to produce an accurate and consistent edge; the contractor may be directed by the Engineer to use a string line when placing asphalt courses.

9.0 PRE-LEVELING

- A. When specified in the plans, the contractor shall place an intermediate course of asphalt concrete on the roadway to correct any depressions, settlements, longitudinal or crown deficiencies in the existing pavement.
- B. The asphalt shall be placed in variable widths and depths as directed by the Engineer's representative in the field, or as depicted within the project plans.
- C. The contractor may also be required to place pre-leveling to maintain or modify the rate of super elevation or to a slope as directed by the Engineer.
- D. This work shall be included in the unit price bid for Item 441 asphalt, intermediate course.

10.0 FEATHERING

- A. At points where the proposed work begins or ends at intersections, the final asphalt course shall be feathered to meet the existing roadway surface.
- B. On roads to be resurfaced and on adjacent side roads the ratio of this feathering shall be 1" per 12 feet and shall be contained within the limits of work described in the plans or as directed by the Engineer.

11.0 JOINTS

- A. Open longitudinal joints shall not be permitted; however, when a cold joint is unavoidable, its vertical face shall be uniformly coated with ODOT Item 407 Tack Coat similar to that specified for intermediate and surface asphalt courses. All costs related to performing this work shall be included in the unit price bid for all courses.

12.0 SEALING FEATHERS AND BUTT JOINTS

- A. A well bonded and sealed joint is required
- B. Where the asphalt surface required to be feathered to meet an adjoining surface, including private driveways, the completed feathered surface and adjacent existing surface shall be coated with a thin coat of rubberized crack sealant approximately 8" in width.
- C. Traffic shall not be permitted on the sealed joint until the asphalt cement has cooled sufficiently to prevent tracking.
- D. The bituminous material used and the cost of sealing joints as described above shall be included in the unit price bid for item 441Type 1 surface course.

13.0 DRIVEWAYS

- A. Butt joints 18" wide shall be cut for asphalt driveways to ensure a smooth transition from the roadway surface. Butt joints shall be feathered to a maximum of 4' from the edge of pavement or as directed by the Engineer. All concrete driveways will be reviewed by the Contractor and Engineer.
- B. Sufficient quantities of 441 Type 1 surface course (driveways) has been included in the general summary for this work.
- C. Aggregate driveways shall be wedged with crushed aggregate immediately following the asphalt paving operation to maintain adequate access.
- D. During the berming operation, the aggregate driveways shall be feathered with Item 411 to a maximum of 3' from the edge of pavement or as directed by the Engineer.
- E. A sufficient quantity of 411 stabilized crushed aggregate has been included in the general summary for this work.

14.0 MAILBOX APPROACHES

- A. Mailbox approaches shall be constructed of their respective materials based upon existing conditions and or as directed by the Engineer.
- B. Sufficient quantities of required material have been included in the general summary for this work.
- C. The approaches shall be constructed in such a manner as to maintain proper cross slope and elevation with the adjacent pavement and berm.

15.0 BERMS

Where Item 411, stabilized aggregate is specified to be used for berm reconditioning and paved berm back-up, the work shall follow as closely as possible behind the paving operations and the length of the unconditioned shoulder shall be held to a minimum.

- A. All shoulder reconditioning shall be completed no later than five (5) calendar days after the placement of the surface course unless otherwise approved by the Engineer.
- B. All berm compaction shall be completed with a pneumatic tired roller.
- C. Proper cross slope (1/2" per foot) and proper elevations of the stabilized aggregate berm shall be achieved upon completion of compaction.
- D. At no time will the compacted berm be permitted to be higher than the adjacent pavement.
- E. The contractor will not have any liability to maintain berm after it has been accepted by the Engineer.
- F. After this acceptance the county will assume responsibility for maintenance of the berm

16.0 ROLLERS

- A. Rollers shall be only of the steel wheel type and pneumatic tire types meeting the minimum requirements of section 401.13 of the specifications.
- B. The use of a pneumatic tire roller is required for all leveling courses.
- C. When the tonnage production per hour and the area of coverage requires the use of three (3) rollers, the rollers will be in a sequence that assures adequate compaction and good aesthetics. Any change in rollers required must be approved by the Engineer prior to the day's production. The tonnage requirements and square yards covered shall govern, regardless of field density requirements under ODOT Supplemental 1055.

- D. Rollers shall be operational at all times. Should a roller break down, the placement will be slowed to a lesser tonnage for the number of rollers remaining until repairs are made.
- E. Vibration shall not be used on courses less than 1 ½" or where there are underlying unstable conditions, utilities or residences which may be disturbed. In most instances the vibratory roller will not be allowed in the vibratory mode.

17.0 PAVEMENT REPAIR

- A. The area to be repaired will be designated by the Engineer prior to the start of work.
- B. The existing pavement shall be saw cut at these limits (unless a milling head is used) and removed. The contractor shall take care to prevent disturbing or undermining the abutting pavement.
- C. After the existing pavement has been removed, the contractor and the Engineer shall inspect the sub grade. If the sub grade is found to be unsuitable, it shall be removed to a depth determined by the Engineer and backfilled with Item 301 and compacted. All removal shall in accordance with Item 202 and disposed of accordingly.
- D. Payment for this item shall include all labor, materials, equipment and incidentals required to remove and dispose of unsuitable sub grade.
- E. Prior to placing any bituminous base, all vertical faces shall be cleaned and coated with bituminous material in accordance with section 401.14.
- F. The asphalt shall be placed in a minimum of two (2) equal lifts (unless otherwise approved by the Engineer) with each lift compacted thoroughly.
- G. The final lift shall be finished flush with the existing pavement surface. This area shall be maintained flush by the contractor until the pavement is resurfaced.
- H. Where resurfacing is not specified in the repair area, the finish course shall be 441 Type 1 for a compacted thickness of 1 ½".
- I. The edges of all pavement repairs shall be sealed with a rubberized crack sealant if the plans do not include an asphalt overlay as part of the plans.
- J. Payment for this item will be at the unit bid for item 253 pavement repairs as per plan.

18.0 PAVEMENT PLANING, ASPHALT CONCRETE

- A. This work shall conform to Item 254 – Pavement Planing, Asphaltic Concrete with the following exceptions:
 - 1. The areas calling for pavement planing are approximate.
 - 2. The contractor and Engineer shall inspect all locations for planing to determine the depth and area of the wearing course to be removed as well as the equipment requirements based on the environmental surroundings.
 - 3. All planed areas shall be paved within two (2) working days except as directed or permitted by the Engineer.
- B. All vertical edges shall be ramped with cold mix or hot mix asphalt placed on burlap, or as directed by the Engineer to provide a smooth and safe transition from the planed surface to the existing pavement. This shall be at a minimum slope of 12.1 or in some cases to provide driveway access.
- C. Butt joints shall be constructed as shown on ODOT Standard Drawing BP- 3.1 or as directed by the Engineer.
- D. At some locations, the contractor will be planing an entire roadway section or lane width. This planing will be at a range depth of 0" to 3" or greater. Proper cross slope is to be established during planing.
- E. Planed material shall become the property of the contractor to be disposed of at their expense.
- F. Payment for this item shall include all labor, equipment, material, removed and transfer of material and any incidentals required to perform the stated work.
- G. Payment will be at the unit bid price for Item 254.

19.0 ITEM 407 - TACK COAT

This work shall conform to ODOT Item 407-Tack Coat with the following exceptions:

- A. The contractor shall not apply tack coat more than 1,000 feet ahead of the paving operation or more area than can be covered with asphalt by the end of the workday. If surface course is placed over an intermediate course within 24 hours and the surface temperature exceeds 70 degrees Fahrenheit the application of tack may be waived by the Engineer when the area has not been open to traffic and the surface is clean and free of debris.
- B. Should the intermediate or leveling course be open to traffic for more than 24 hours and the surface has become dirty or contaminated, the contractor will be required to clean and tack the intermediate or leveling course.
- C. This work shall be performed at no additional cost to the Engineer or other agency covered under these specifications.
- D. Payment for this item shall include labor, materials, equipment, incidentals and required cleaning and/or cover aggregate if necessary.
- E. Payment will be at the unit bid price for Item 407 Tack Coat.

20.0 PUBLIC SAFETY AND TRAFFIC MAINTNENANCE

- A. The contractor shall provide and maintain lights, signs and barricades for the protection of the work and the safety and convenience of the traveling public.
- B. The contractor shall be responsible to provide traffic control devices for operations as described in the current edition of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).
- C. The contractor, subcontractor or duly appointed agent shall notify Engineer prior to any permanent traffic striping.

BID FORM

PROJECT NO. : Resurfacing Road Work

Bid Date: _____

To the : **Springfield Township, Richland County, Ohio:**

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

Date set for completion: **as directed by the Township Trustees**

CONTRACTOR: _____

BY: _____

UNIT PRICE BIDS

Ref No	Item	Approximate Quantities	Units	Description	Unit Price Bid	Total Amount
				Resurfacing Various Roads		
1	407	2,728	Gal	Tack Coat applied @ 0.10 gal/syd		
2	441 Modified	2,273.00	Tons	1.5" Asphalt Concrete Surface Course, Type 1, PG 64-22, Per Springfield Township Specification		
3	614	1	LS	Maintaining Traffic		
4	624	1	LS	Mobilization		
					GRAND TOTAL	

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

SCOPE OF WORK

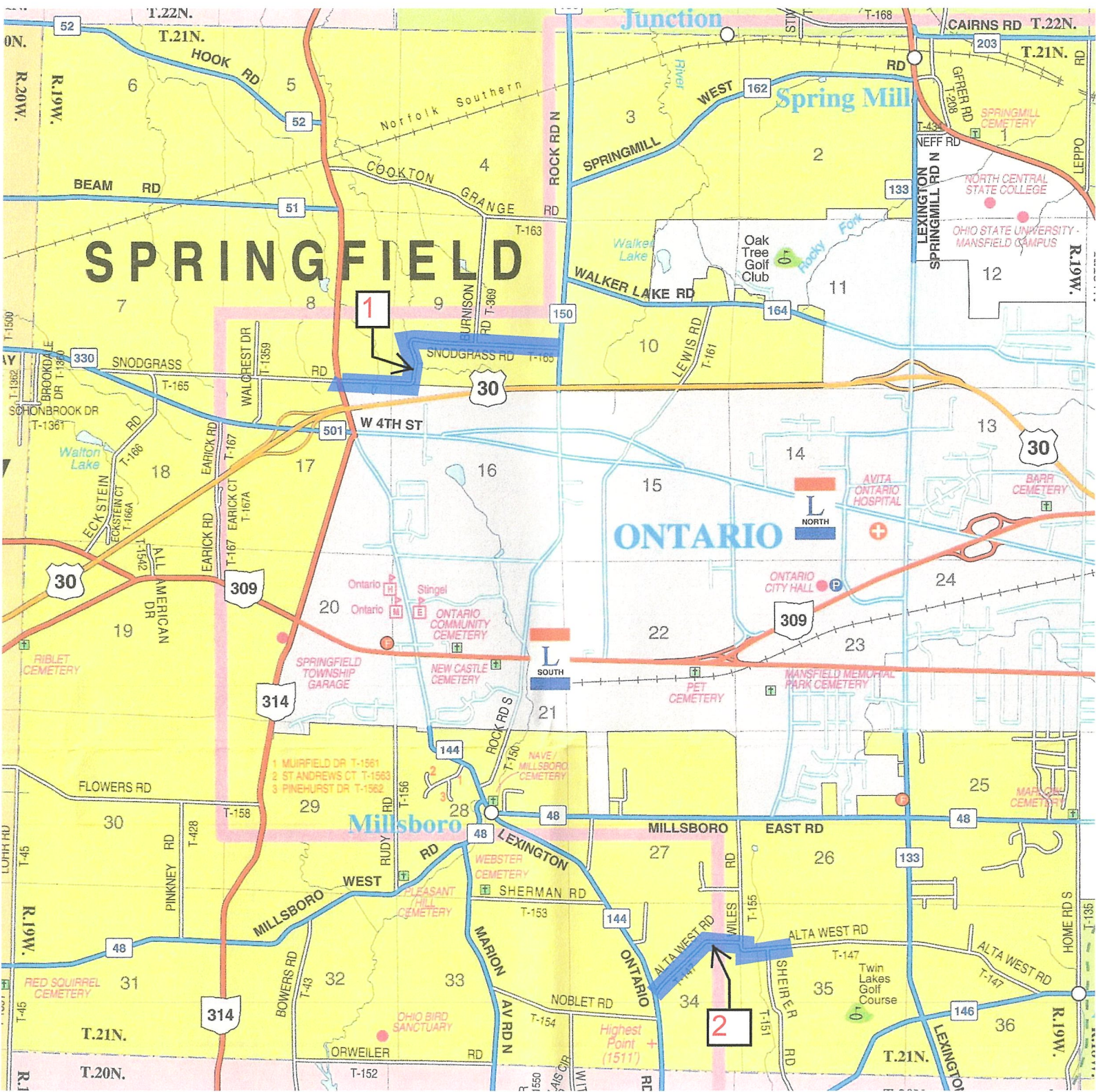
1. Snodgrass Rd East (1.5" Asphalt Overlay)

Dimensions:	8,226 ft. long	18 ft. wide	16,452 SYD
Tack Coat	0.10 Gal per SY	1,727 Gal	
441 Type 1 Asphalt	1.50 Inches	1,439 Tons	

2. Alta West Rd (1.5" Asphalt Overlay)

Dimensions:	4,514 ft. long	19 ft. wide	9,530 SYD
Tack Coat	0.10 Gal per SY	1,001 Gal	
441 Type 1 Asphalt	1.50 Inches	834 Tons	

Notes: Bond, Brooming, and Traffic Control are included.
Final Invoice will be per quantity placed at the unit prices above.
All materials and equipment meet State of Ohio Construction and Materials Specifications



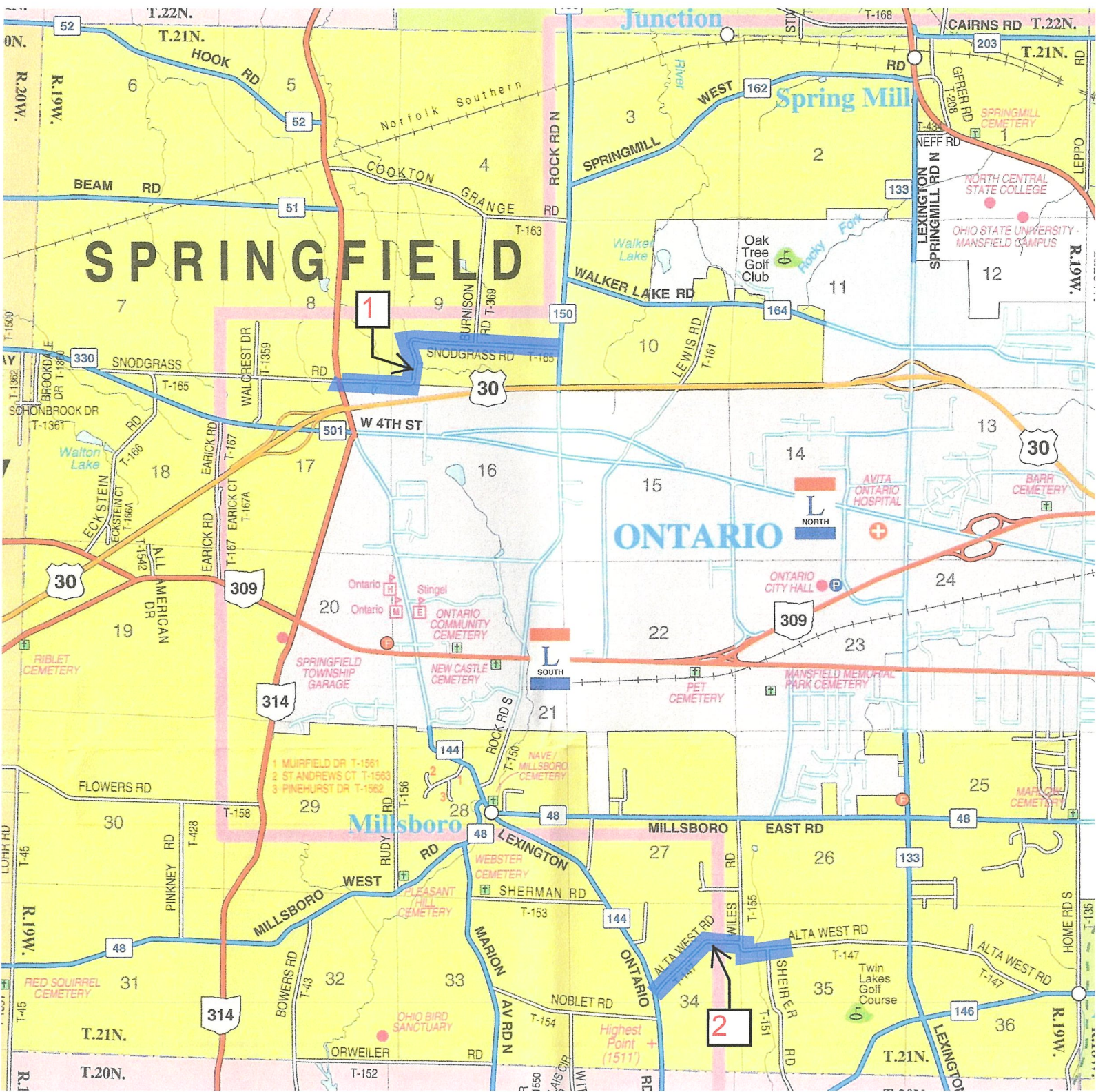
SPRINGFIELD

ONTARIO

Millsboro

LEXINGTON

MILLSBORO



SPRINGFIELD

ONTARIO

Millsboro

LEXINGTON

MILLSBORO

Insurance Provision

It is agreed that the bidder will save and hold harmless Springfield Township, its employees, agents and officials against any liability in connection with the work or service performed by the bidder for Springfield Township.

The bidder agrees to furnish Springfield Township with a certificate of insurance showing proof that the bidder has liability insurance in the amount of \$1,000,000 bodily injury, and \$500,000 property damage liability, and that the bidder also has contractual liability coverage.

Proposal

To furnish and deliver all materials as specified and to do and perform all work necessary to furnish said materials as ordered.

The undersigned bidder understands that the quantities of materials as shown herein are approximate only and are subject to increase or decrease and agrees to furnish the material whether the quantities are increased or decreased at the unit prices stated in the bid.
(Springfield Township Road Department 419-529-2565)

Name of bidder: _____

Address: _____

Signature: _____

Acceptance of bid by Springfield Township

The Trustees will sign to accept this bid, converting it to a contract and forward a copy to the bidder.

Trustee _____

Trustee _____

Trustee _____

Date _____

Witnessed by the Fiscal Officer _____

SPRINGFIELD TOWNSHIP/RICHLAND COUNTY

COMPETITIVE BIDDING AFFIDAVIT

STATE OF OHIO

I, _____,

(Name of person signing affidavit)

(Title)

Swear that _____

(Name of individual, corporation or organization)

(Name of individual, corporation or organization)

NON — COLLUSION AFFIDAVIT: Its agents, officers or employees have not directly or indirectly entered into any agreements, participants in any collusion, or taken an action to restrain free competitive bidding in connection with this proposal.

NON — DISCRIMINATION AFFIDAVIT: Its agents, officers or employees will not discriminate in the hiring of employees for work under this proposal based on race, color, religion, sex, sage, handicap, national origin or ancestry if the person is qualified.

PERSONAL PROPERTY TAX DELINQUENCY STATEMENT: The organization is not now charged with any delinquent personal property taxes on the general tax list of personal property of County. If such delinquency is now charged, a statement setting forth the unpaid delinquent taxes and any due and unpaid penalties and interest now follows:

REAL ESTATE TAX DELINQUENCY STATEMENT: The organization is not now charged with any delinquent real estate taxes on any parcel within the County. If such delinquency is now charged, a statement setting forth the unpaid delinquent taxes and any due and unpaid penalties and interest now follows:

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

(Notary Public)

_____, Ohio
(Town, County)

(Seal)

My Commission Expires _____