



***BID PACKAGE***

***2018 ROAD RESURFACING PROGRAM***

**PIERCE TOWNSHIP  
CLERMONT COUNTY, OHIO**

**PREPARED BY:**

**Pierce Township Board of Trustees**

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**SECTION I**

***Notice to Contractors***

## LEGAL NOTICE TO CONTRACTORS

The Pierce Township Board of Trustees, Clermont County, Ohio will be accepting sealed bids for the furnishing of all labor, equipment, and materials needed to construct **2018 ROAD RESURFACING PROGRAM**, in accordance with the Ohio Department of Transportation Construction and Material Specifications effective January 1, 2013 and its revisions and supplements, Standard Construction Drawings, Ohio Manual of Uniform Traffic Control, and other applicable standards in force on the date of letting and in accordance with the Project Specifications (including Special Provisions) on file in the office of the Pierce Township Fiscal Officer.

All bids must be submitted in a sealed envelope marked: ***BID: 2018 ROAD RESURFACING PROGRAM***, and received in the office of the Pierce Township Board of Trustees, 950 Locust Corner Road, Cincinnati, OH 45245, no later than **2:00 PM Local Time on Friday, June 8, 2018**. **All bids shall be opened and read publicly at 2:30 p.m.** Instructions to Bidders, Specifications, and Bid Documents detailing the terms and conditions of the proposed improvement may be obtained by the interested Bidders from the Pierce Township Service Department Director, 950 Locust Corner Road, Cincinnati, Ohio 45245. The telephone number is (513) 947-2021. The Fax number is (513) 752-8418

The Pierce Township Board of Trustees reserves the right to waive any informalities, reject any or all bids and to hold such bids for a period of sixty (60) days before taking any action thereon, and to award a contract to the lowest and best bidder.

Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with his 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 irrevocable letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten (10) percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful bidder at the time it enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54(c) of the Ohio Revised Code. In lieu of the Performance Bond, the bidder may submit a combined Bid Guaranty and Contract Bond, in conformance with Section 153.571 of the Ohio Revised Code, with the Bid Proposal. Bid security in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Attention Bidders: Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

Bidders must comply with the prevailing wage rates on Public Improvements in Clermont County, Ohio as determined by the Ohio Department of Industrial Relations.

PIERCE TOWNSHIP BOARD OF TRUSTEES  
CLERMONT COUNTY, OHIO

***Allen Freeman***  
***Bonnie Batchler***  
***Nicholas Kelly***

ATTEST:

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Debbie Schwey, Fiscal Officer

## **SECTION II**

### ***General Instructions to Bidders***

# GENERAL INSTRUCTIONS TO BIDDERS FOR PUBLIC IMPROVEMENTS

## ***2018 ROAD RESURFACING PROGRAM***

### ***SECTION 100 ITEM BID (DESCRIPTION OF WORK)***

- 100.1** Work under consideration for bidding purposes shall be that Work needed to provide all the labor and materials necessary for the resurfacing of various roads as listed in the Bid Proposal of **2018 ROAD RESURFACING PROGRAM**, in accordance with the Project Specifications and Special Provisions on file in the office of the Pierce Township Board of Trustees.
- 100.2** All bids submitted for consideration by the Pierce Township Board of Trustees must comply with these instructions in order to be considered. These instructions set forth minimum requirements as the terms and conditions of the purchase. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the Specifications, the specification requirements shall prevail. It is intended that the Specifications governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Board with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting rights, remedies, discretion and/or latitude to the Board, or imposing the greater duty, standard, responsibility and/or obligation on the Contractor shall govern.

### ***SECTION 200 THE BOARD***

- 200.1** The Board is the Pierce Township Board of Trustees, 950 Locust Corner Road, Cincinnati, Ohio 45245 and is referred to throughout the Contract Documents as if singular in number.
- 200.2** The Board is exempt from State sales tax. Contractors shall provide Exemption Certificate to the Board for signature as required. Each Contractor and subcontractor must procure Vendor's License as required by law. Pierce Township is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

### ***SECTION 300 DIRECTOR***

- 300.1** The term Director shall be taken to mean the Pierce Township Service Department Director.

### ***SECTION 400 SUBMISSION OF BID PROPOSALS***

- 400.1** Bids shall be submitted in a sealed envelope marked accordingly with item(s) bid on and name of bidder, and delivered in compliance with the Legal Notice. Any improperly marked bid will not be considered.
- 400.2** All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs.

**400.3** Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with his 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 irrevocable letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten (10) percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful bidder at the time he/she enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54(c) of the Ohio Revised Code. In lieu of a Performance Bond, bidder may submit a Combined Bid Guaranty and Contract Bond in conformance with Ohio Revised Code Section 153.571 with the proposal. Each bond must be accompanied by an effectively dated Power of Attorney which authorizes the agent to sign on behalf of the surety.

Attention Bidders: Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

**400.4** All bidders are required to submit the following affidavits with their bid proposal and the successful bidder will be required to enter into a written contract with the Board of Commissioners, Clermont County, Ohio, within ten (10) days of the notification of the award thereof:

(A) Non-Collusion Affidavit

(B) Affidavit Affirming Compliance with 9.24 and 5719.042 ORC

These affidavits and specifications heretofore referenced shall be incorporated into and become part of the contract document. Failure to include the two (2) above-referenced affidavits will disqualify the bid submitted for consideration. Should a bid be awarded, and the Board later determines that the affidavit was incorrect or falsified, the Contract shall be immediately canceled and the bidder subject to the penalties and damages, both civil and criminal, as provided by law and this Contract.

**400.5** The Pierce Township Board of Trustees reserves the right to waive any informality, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the Township and to hold such bids for a period of sixty (60) days before taking any action.

**400.6** Submit all information in duplicate.

**400.7** The Proposal forms furnished with these documents shall be completed in full; in writing in ink (or typewritten) and signed in ink. Affix the corporation seal on the proposal forms.

**400.8** Proposals are due at the place, date, and time indicated in the Legal Notice and will be opened publicly and read aloud.

**400.9** All prices, quantities, etc. as bid must be firm for a period of sixty (60) days from the date of the bid opening.

**400.10** Contractor hereby agrees to defend, indemnify, and hold the Board, and Pierce Township, and their respective officers, trustees, commissioners, employees, members, agents, and volunteers harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the Contractor's performance or failure to perform the work required under this Contract and shall pay any liabilities, judgments (including reasonable attorney's fees and litigation expenses) or losses.

**400.11** All bids are the property of Pierce Township and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio Revised Code, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as a public record.

## **SECTION 500 GENERAL BID SPECIFICATIONS**

**500.1** Unless otherwise specified, all material shall be new and of the best grade in its particular line and all articles shall be complete and in first class condition. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of the Pierce Township Board of Trustees. When required in the specifications, bidders shall make available for inspection a sample or similar model of the bid item prior to the award of the bid.

**500.2** Reference to a particular trade name, manufacturer's catalog or model number for descriptive purposes is intended to guide the bidder in interpreting the requirements of Pierce Township and should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid proposal.

**500.3** Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Pierce Township Board of Trustees may result in cancellation of the contract and substitution of other goods. The defaulting bidder shall be liable for any such default, or damages, costs, or expenses arising therefrom.

**500.4** In case of default by the bidder or contractor, the Board may procure the articles or service from other sources without further advertising and shall hold the bidder or contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

## **SECTION 600 INTERPRETATION OF DOCUMENTS**

**600.1** If the Bidder is in doubt as to true meaning of any part of Drawings, Specifications, or other Contract Documents, submit a written request for an interpretation therefor to the Board. The Bidder making a request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued to each prospective Bidder. The Board will not be responsible for explanations or interpretation of the proposed Documents except as issued in accordance therewith.

**600.2** Addenda may be issued not later than 3 working days preceding bid due date. Questions requiring interpretation within 3 working days of bid due date will be recorded and answered during the bid negotiations preceding the signing of the contract or may result in an extension of the bid due date at the sole discretion of the Board.

## **SECTION 700 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK**

**700.1** The Bidder is expected to examine carefully the site of the proposed work, the proposal, plans specifications, contract forms, general conditions, and addenda, before submitting a proposal. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provisions, general conditions, addenda, and contract.



**700.2** Subject to public safety and convenience, prospective Bidders will be permitted to explore the site of the work by boring or test pits, permits for which will be issued by the Board. Explorations shall be at the sole risk and expense to the Bidder and under conditions of maintaining and restoring safety.

**700.3** The Board does not make any representation of soil or foundation conditions or materials, nor does it represent that drawing may not be modified to meet changes in soil conditions encountered as the work progresses. The Contractor must inspect the site of the proposed work and must assume all risk as to the nature and behavior of the material which may be encountered in excavation, whether apparent on the surface or disclosed only in the course of the work.

#### **SECTION 800 AWARD OF CONTRACT**

**800.1** The selection of the bidder is at the sole discretion of the Board. **2018 ROAD RESURFACING PROGRAM**, will be awarded as soon as practicable, after opening of bids.

**800.2** In determining the Bidder, the Board will consider, but not be limited to, the following criteria in addition to the Bid Amount:

- A. Bidder involved maintains permanent place of business.
- B. Bidder has adequate equipment and facilities to perform work properly and expeditiously.
- C. Bidder has suitable financial status to meet obligations incident to work.
- D. Bidder has appropriate technical experience.
- E. Bidder can complete work in timely and expeditious manner.

**800.3** When analyzing the bids submitted, superior design, technology, workmanship, materials, size of component parts, operating costs, warranty, service facility etc. will be considered in addition to the price of the bid. It is Board's intent to accept the bid for which a thorough analysis of the bids submitted, proves to be the most suitable for the intended use. The Board will consider awarding the Contract to the lowest and best bidder, but reserves the right to reject any or all bids.

**800.4** The Board further reserves the right to conduct such investigations and meetings as it deems necessary after receipt of bids to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed sub-contractors and other persons and organizations to do the work in accordance with the contract documents to the Board's satisfaction within the prescribed time limits. In order to facilitate this investigation, the apparent lowest and best bidder may be required to complete a Bidders Qualification Questionnaire.

## **SECTION III**

### ***General Provisions***

# GENERAL PROVISIONS

CLERMONT COUNTY, OHIO

## 2018 ROAD RESURFACING PROGRAM

*The Specifications, General Instructions, General Provisions and Special Provisions contained herein are Contract Documents, together with, the State of Ohio, Department of Transportation, Construction and Material Specifications incorporated in the Contract and not specifically excluded, and are to be read in conjunction with said ODOT Specifications. It is intended that the Specifications, General Instructions, General Provisions and Special Provisions governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Board with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting greater rights, remedies, discretion and/or latitude to the Board, or imposing the greater duty, standard, responsibility and/or obligation on the Contractor shall govern.*

### SECTION 100 DEFINITIONS

- 100.1 Board** - Whenever the word "Board" is used, it shall be held to mean the Pierce Township Board of Trustees, Clermont County, Ohio. The word "Board" shall also be substituted for the words "Director" or "Department" as specified in the State of Ohio, Department of Transportation, Construction and Materials Specifications. The word "Board" shall also mean "Owner."
- 100.2 Director** - Whenever the word "Director" is used, it shall be held to mean the Pierce Township Service Department Director, or employees delegated by the Director.
- 100.3 Bidder** - An individual, firm, or corporation submitting a bid for the advertised work, acting directly or through the duly authorized representative, and qualified as provided in the Ohio Revised Code.
- 100.4 Township** - Shall, at all times, mean Pierce Township, Clermont County, Ohio.
- 100.5 Estimates** - Payments to the Contractor for work, labor, or materials whether partial or final payment.

### SECTION 200 PROVISIONS AND PROPOSALS

- 200.1 Plans** - The official plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by the Board which show the location, character, dimensions and detail of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.
- 200.2 Special Provisions** - Specific clauses included hereafter setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by the general specifications. **Note: All Special Provisions (Technical Specifications) can be found in Section IV included as part of this bid package.**
- 200.3 Supplemental Agreements** - Written agreements executed by the Board covering alterations necessary to the project as herein after provided.

- 200.4 Delivery of Proposal** - The proposals for each project shall be placed together with the proposal guaranty, in a sealed envelope so marked as to indicate the identity of the project and the name and address of the bidder. If forwarded by mail, said envelope shall then be placed in another envelope which shall be sealed and addressed as indicated in the "Notice to Contractors." The proposal will be received until the hour and date set for the opening thereof and must be in the hands of the Fiscal Officer of the Board by such time. Proposals received after the time set for receiving bids and/or opening bids shall be returned to the bidder unopened.
- 200.5 Proposal Guaranty** - Each Bidder is required to submit with his proposal a Bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code which specifies that each proposal must be accompanied by a bond in the sum of one-hundred (100) percent (%) of the amount bid or a certified check, cashier's check or irrevocable letter of credit in the sum of ten (10) percent (%) of the amount bid as a guarantee that, if the proposal is accepted, a contract shall be entered into. If a check is filed, it shall be made payable to Pierce Township Board of Trustees. If a surety bond is posted, it shall be made out to the Pierce Township Board of Trustees.
- 200.6 Proposal Withdrawal** - A bidder may withdraw his proposal, provided the request in writing is in the hands of the Fiscal Officer of the Board before the time set for opening proposals. When such proposal is withdrawn it will be returned to the bidder unopened.
- 200.7 Public Opening of Proposals** - Proposals will be opened and read publicly at the time and place designated by the Board. Bidders, their authorized agents, and the public are invited.
- 200.8 Consideration of Proposals** - After the proposals are opened and read, they will be compared on the basis, if a unit price proposal, of the summation of the products of the approximate quantities shown in the proposal by the unit bid prices. In event of a discrepancy between unit bid prices and extensions thereof, the unit price bid shall govern. In the event lump sum items are included in the proposal, the final correct total of the proposal, after all unit price corrections are made, if any, shall govern. The Board will consider all properly submitted proposals, reserves the right to reject any and all bids, and if a Contract is awarded, may award it to the lowest and best bidder.
- 200.9 Disqualification of Bidders** - Not more than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will be considered for one project. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated shall cause the rejection of all proposals in which the bidder is interested. The bidder shall make a non-collusion affidavit, which is properly executed and part of the proposal. Proposals in which the prices obviously are unbalanced may be rejected. Contracts will be awarded only to responsible bidders capable of performing the class of work contemplated. The Board reserves the right to reject any or all bids.
- 200.10 Materials and Workmanship** - Any additional items required, including labor, equipment, and/or materials, but not listed as a separate pay item in the proposal, shall be furnished, installed, removed etc. as incidental and included in the contract, except where noted on the plans and in the specifications.
- 200.11 No Waiver of Legal Rights** - Neither the inspection by the Board or by any of their duly authorized agents, nor any order, measurement, or certificate by the Board, or said agents, nor any order by the Board for the payment of money, nor any payment for, nor acceptance of, any work by the Board, nor any extension of time, nor any possession taken by the Board or its duly authorized agents, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Board, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

**200.12 Laws to be Observed** - The Contractor warrants that it is familiar with and agrees at all times to comply with the provisions of all Federal and State laws and ordinances and regulations of all political subdivisions, of the Workman's Compensation Laws, ordinances and regulations in any manner affecting the conduct of the work and it shall defend, indemnify, and save harmless Pierce Township, Ohio and its representatives against any claims arising from the violation of any such law, ordinance or regulation, either by the Contractor or its agents, servants or employees or the negligence of such Contractor, agent, servant or employee.

**200.13 Home Office Overhead Calculations** – ODOT Specification 109.05.D.2.f is specifically excluded from incorporation into the Contract. In the event of a compensable delay for which Contractor seeks to recover its unabsorbed Home Office Overhead expenses, Contractor and the Board agree that the HOOPS formula is not an appropriate or accurate measurement of such damages under the Contract and that the Eichleay Formula is the sole measure of such allowable damages provided that Contractor can prove entitlement to such damages under the Eichleay formula as applied by the Courts of Ohio.

### **SECTION 300 CONTRACTS**

**300.1 Requirements of Contract Performance Bond** – Provided that the successful Bidder has not previously submitted a combined Bid Guaranty and Contract Bond with the Bid Proposal, the successful bidder must, within ten (10) days after the award to him, and before entering into contract, furnish a bond in form consistent with the requirements of Section 153.54 and related sections of the Ohio Revised Code, to the approval of, and of the form prescribed by the Board, in an amount equal to one-hundred (100) percent (%) of the full amount of the bid. Said Performance Bond shall have a date of validity until "final payment" is deposited with the Contractor or until a later date as required.

**300.2 Execution of Contract** - The contract shall be signed by the successful bidder and returned, together with the performance bond, if applicable, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Board until the execution of the contract and performance bond.

**300.3 Failure to Execute Contract** - Failure to execute and file an acceptable performance bond, if applicable, and as provided herein within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the bid guaranty to Pierce Township Board of Trustees, not as a penalty, but as liquidated damages. Award may then be made to the next lowest and best bidder or the work may be re-advertised, as determined by the Board. Said forfeiture shall be guided by the provisions of Section 153.54 of the Ohio Revised Code.

**300.4 Lump Sum Contract** - If the work is let on the basis of a lump sum contract, the estimated quantities of work are only approximate, although the result of calculations and the bidder must obtain and be responsible for the data upon which he based his bid. He shall not be entitled to any additional compensation in case the quantities of work actually done to fulfill the contract and complete the project are greater than said estimate quantities, and assumes all risks for any mistakes in calculations.

**300.5 Specifications Governing This Project** - The terms and conditions of the Contract Documents will govern this Project, including but not limited to these general provisions, provisions set forth in any proposal notes, and the 2013 "ODOT Specifications" (the State of Ohio Department of Transportation Construction and Materials Specifications effective January 1, 2013 its revisions and supplements). Board will be substituted where the specification refers to the Director. Notwithstanding the foregoing, the following ODOT Specifications are specifically excluded from this Contract:

#### **300.5.1 Excluded ODOT Specifications:**

Section 102.01, 102.03, 102.06, 102.09, 102.10, 102.11, 102.14, 103.01, 103.02, 103.04, 103.06, 103.07, 104.02, 105.05, 105.13, 107.04, 107.13, 108.01, 108.02 (A), 108.08, 108.09, 108.11, 109.05(D), 109.06, 109.09, 109.10, 109.12 (A) 109.12 (B), 109.12 (C), 109.12 (D), 109.12 (E), 401.20.

**300.5.2 Interpretation/Precedence** - It is intended that the specifications governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised code as set forth herein, and any attachment(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Board with respect to this project. But if there is a conflict or inconsistency between any provision(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provision(s) granting greater rights or remedies to the Board, or imposing the greater duty, standard, responsibility or obligation on the contractor shall govern.

**300.6 Entire Agreement.** The Contract Documents contain the entire agreement between Contractor and Board, and no oral statements or prior written matter not specifically incorporated therein shall be of any force or effect. The Contract may not be modified except by a written document executed by both parties thereto.

#### **SECTION 400 BOARD, WORK, AND PLANS**

**400.1 Errors and Omissions** - The Right is reserved by the Board to correct by change order any errors or omissions in said plans or specifications wherever such correction is necessary for the proper fulfillment of the intention of the plans or specifications.

**400.2 Interpretation of Estimates** - The quantities listed in the Bid Proposal form(s) are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidder are to be tendered expressly for the scheduled quantities which later may be increased or decreased within the restricting limits herein after stipulated. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern and the Board shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

**400.3 Pre-Construction Meeting** - Following the award of the contract and prior to beginning any work, the contractor and his superintendent, shall meet with the Board for a pre-construction meeting, to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittals, changes, etc. as called for in the Contract Documents shall be made at this time unless otherwise directed.

**400.4 Use of Premises** - The Contractor shall confine his equipment, tools, the storing of materials, and the operation of his workmen within the right-of-way and/or work limits as approved by the Board. It is emphasized that damage to vegetation, especially trees, shall be held to an absolute minimum.

**400.5 Dust, Water Pollution, and Erosion Control** - The contractor shall be responsible for complying with the Water Management and Sediment Control Regulations of Clermont County that are in effect at the date of letting. The contractor shall employ measures to prevent or control spills of fuels or lubricants from entering the waters of the state and submit a contingency plan to the Board to be effective in the event of a spill. Dust shall be kept to a minimum.

**400.6 Coordination of Plans, Specifications, and Special Provisions** - The specifications, plans, special provisions, and all supplementary documents are essential parts of the contract and a requirement appearing in one is as binding as though in all. They are intended to be cooperative, to describe and provide for a complete work. In case of a discrepancy, figured dimensions shall govern over scaled dimensions and special provisions shall govern over both specifications and plans.

## **SECTION 500 PROGRESS OF WORK AND QUANTITIES**

**500.1 Extra Work** - Unforeseen or other work made necessary by minor alterations of the plans, or necessary to complete the proposed improvement contract, shall be deemed extra and shall be performed by the Contractor in accordance with the specifications and as directed; provided, however, that before any extra work is started the Contractor has been authorized by the Board in writing to do the work. When the nature of the work required is such that the exact amount of work to be done cannot be determined precisely, the Contractor shall proceed only when authorized to do so by the Board.

**500.2 Incidental Work at Contractor's Expense** - All work done by the Contractor, specified or mentioned in the plans or specifications, as well as any minor details of work not specifically mentioned but obviously necessary for the proper completion of the work, shall be considered as incidental, and as being part of any included in the contract. The Contractor will not be entitled to any extra or additional compensation for the same.

**500.3 Increased or Decreased Quantities** - The Board reserves the right to make such alterations in the plans or in the quantities of the work as may be considered necessary or desirable, and no conditions or provisions of the contract shall be ordered in writing and that equitable adjustment of compensation shall be agreed upon; provided further that before the work is started on any such alteration at the opinion of the Board a Supplemental Agreement setting forth the adjustment shall be executed by the Board and the Contractor. The Contractor shall perform the work as increased or decreased and compensation for materials shall be adjusted per unit price bid.

**500.3.1** All change orders shall be in writing. The Board shall not pay any increase in expense, and Contractor agrees that it waives all right to payment for extras or otherwise valid claims for extras or change order work performed without first (a) complying with the notice provisions set forth below and (b) obtaining a prior approved change order.

**500.3.2 Unit Prices for Remediation of hazardous materials.** Contractor acknowledges that work for the Board under this Contract may involve the risk of encountering petroleum-contaminated soils (PCS) or other hazardous materials during construction excavation and other work. Contractor agrees and represents that the nature of the Contract Work is such that any soil borings or similar analysis by Board or consultants may not indicate the complete and full amount of contaminated soils and that Contractor may encounter more extensive or additional PCS or other hazardous materials contamination during construction excavation than indicated in any soil borings or other tests. Contractor represents that its unit price bid for any remediation work involving hazardous materials includes all costs and considerations arising out of or relating to the work involved, including the cost of schedule impacts as a whole, all delay-related costs (including but not limited to extended home office overhead, extended field conditions, extended site conditions, labor) and all costs to excavate, store, test, transport, and dispose of contaminated materials. The original Contract unit price shall thus cover all expenses and impacts associated with remediation and handling of both the contaminated soils identified in any environmental studies plus those actually discovered during construction. Contractor's payment for any required remediation work thus shall be at the original Contract unit price for the agreed quantities of the work in question and shall constitute full and final reimbursement of Contractor for the work and settlement of all claims arising out of or pertaining to the work regardless of whether the Contract items vary in any respect from the estimated quantities. Notwithstanding the foregoing, Board has sole discretion to determine that an original Contract unit price would not be fair to Board or result in a windfall to Contractor, and may by notice to Contractor enter into negotiations over a reasonable price for excess contract work involving contaminated soils.

**500.4 Claims and Notice** - Contractor shall submit to Board any requests or claims for adjustment in the Contract Price, Time, or other provisions of the Contract for changes directed by the Owner, as a result of deficiencies or discrepancies in the Contract Documents, for unforeseen causes, unanticipated site conditions, and for any other circumstance otherwise permitted by law or the Contract Documents within five (5) days of the act or occurrence giving rise to the claim and before Contractor proceeds to perform any extra work and seek a confirmation of receipt from Board. Within ten days after providing such written notice, Contractor shall submit a written statement to the owner setting forth in detail: (1) the nature and cause of the claim and the specific provision of this Contract which support such claim; (2) specific references to the details of the Drawings and any Specifications that are affected by the claim; and (3) an itemized and substantiated statement of the amount of the claim, or of the time extension support by such documentation as the Owner may reasonably request. Failure to provide such notice and said confirmation procedure within the five day period, or to comply with said written statement procedures within the ten day period, shall constitute Contractor's waiver of the right to compensation for the act or occurrence in question. Any extension in the Contract price, or for an extension in the Contract Time resulting from such claim or change may only be effected by an authorized written Change Order signed by Board.

**500.5 Certification of Claims and Written Statement.** All written statements (as set forth above in 500.4) and claims made by Contractor, or by any subcontractor or supplier of any tier through Contractor, shall be accompanied by a sworn and notarized certification by the designated representative of Contractor having overall responsibility for Contractor's affairs, stating: (1) the claim is made in good faith; (2) the supporting data are accurate and complete to the best of Contractor's knowledge and belief; (3) the amount requested accurately reflects the contract adjustment for which Contractor believes the Board is liable. For subcontractor claims Contractor may not rely on subcontractor certifications but must conduct an evaluation reasonably sufficient to certify the claim as stated above, Contractor's certification of a false or inaccurate claim will entitle Board to recover its costs of investigating, evaluating, and defending such including but not limited to attorney, accountant and expert fees, from Contractor and/or the individual certifying the claim. Failure to provide a full and complete Certification required at the time the claim or written statement is provided shall constitute Contractor's waiver of the right to the relief it has requested but failed to properly or timely certify.

**500.6 Date of Completion** - The Contractor shall have completed the work on or before the calendar date and/or time period specified in the Bid Proposal. Otherwise, the Board may proceed per Sections 500.7 and 500.8 of these Specifications. If the Contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the Board shall postpone the completion date by the number of calendar days they determine.

**500.6.1 Delays for Cause.** When delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to calamities, acts of the public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, strikes, except those caused by improper acts or omissions of the Contractor, extra ordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes (acts of Government) or calamities, the time of completion shall be extended in whatever amounts determined by the Board to be equitable, provided notice and certification has been given as required above.

**500.6.1.1** A "Calamity" is construed to mean an earthquake, flood, cloud burst, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make allowances for.



**500.6.1.2 Delays and Time Extensions when the proximate cause is the act or inaction of the Board.** If the Contractor is delayed in the progress of the work by causes reasonably beyond its control and through no fault of its own, and the proximate cause of the delay is the Board's actions or inactions (within the meaning of ORC §4113.62(C)(2)), the Contractor shall be entitled to a reasonable time extension and extended field general conditions in a reasonable amount as determined by the Board after consultation with its Consultant, Construction Manager, or Architect, if any. In addition, Home office overhead shall be allowable pursuant only to the Eichleay formula as applied by the Courts of Ohio and such unabsorbed home office overhead shall (a) be based on business days lost to the critical path of the Project and (B) only be allowed if the cumulative delay in question to the critical path exceeds fourteen (14) days. Contractor represents and agrees that any such extension of time, extended field general conditions, and Eichleay Damages shall be the Contractor's sole remedy and measure of "delay damages" and Contractor represents as a material inducement to Board to enter this Contract, that Contractor shall not be entitled to any additional compensation for any other damages allegedly arising out of or relating to the delay in question, including but not limited to, any additional fees, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration.

**500.6.2** No time extensions will be granted for any delay or suspension of the work due to fault of the Contractor.

**500.6.3** Postponement of the completion date shall be immediately recorded by the appropriate journal entry by the Board and the Contractor formally advised. If the Board should suspend the work in whole or in part as provided in Section 500.8 of these specifications, the date of completion shall be extended the number of days that the suspension directly or indirectly delays completion of the work.

**500.6.4** If the Board for any reason extends the completion date, the extension of time shall not relieve the bond annexed this agreement or the sureties thereon from any of the obligations therein expressed.

**500.6.5** If the Contractor files any bankruptcy related action such as Chapter 7 or Chapter 11 or placed in receivership, the Board may terminate this Contract and seek alternative completion. The Contractor will be paid for work completed to date, less any damages or expenses incurred by the Board in re-bidding the project, awarding it elsewhere, or completing it itself.

**500.7 Board to Complete Work In Case of Failure** - If in the opinion of the Board, the Contractor has not commenced the work, within a reasonable time or does not carry the same forward with reasonable progress, or is improperly performing his work, or has abandoned or fails or refuses to complete the work under the provisions of these specifications and the Contract, said Board shall have full power and authority to enter upon and construct said improvement or any part thereof either by contract, force account, or in such manner as it may deem for the best interest of the public; paying in full costs and expenses thereof from the balance of the contract price unpaid to the Contractor. In case there is insufficient balance to pay for the work, the Board shall require the Contractor, or the surety on his bond, to pay the cost of completing the work.

**500.7.1** The Board shall withhold estimates, or partial estimates, that may be due the Contractor for work performed to date, until he has fulfilled all the provisions mentioned above the extension of time.

**500.7.2** If the conditions beyond the control of the Board or Contractor prevent the completion of the project, such as (but not limited to) changes in the law, EPA regulations, catastrophe or court order, then the Board may, in its discretion, pro-rate and cancel the project. Any materials purchased but not utilized shall be paid for by and become property of the Board.

**500.8 Failure to Complete by Specified Date** - Time is of the essence of this Contract. The parties hereto acknowledge that the Board is entitled to full use of the completed Work following expiration of the Contract Time and that if the Contractor fails to complete the Contract on or before the completion date the Board will sustain extensive damage and serious loss as a result. The exact amount of such damages will be extremely difficult to establish and calculate with certainty. Thus, the Board and Contractor agree that if the Contractor fails to complete the Work or before the date agreed upon as mentioned elsewhere in the Contract, the Board shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion: \$ 1300 per calendar day. Contractor and the Board agree that such liquidated damages are a reasonable pre-estimate of damages the Board will incur because of delayed completion of the Work. If the above per diem figure is left blank, Contractor agrees that a fair and reasonable alternate estimate of the damages Board will incur because of delayed completion of the Work, and thus the liquidated damages that shall be paid is that set forth in Table 108.07-1 of the 2013 ODOT CMS Schedule of Liquidated Damages.

**500.8.1** The Board may deduct liquidated damages described above from any unpaid amounts then or thereafter-due Contractor under the Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Board upon demand.

**500.8.2** The liquidated damages set forth herein shall be Board's exclusive damage remedy for Contractor's failure to complete the Work on or before the date of Substantial Completion, but such liquidated damages shall in no way limit Owner's entitlement to damages for any other injury, damage, or loss, other than for delay, for which Contractor may be responsible pursuant to the terms of this Agreement or applicable law.

**500.9 Suspension of Work** - For such a period as is necessary or during such time the weather is unsuitable for proceeding with the work, the Board may suspend work, at places or altogether, if in its opinion, public need requires it. In case of such suspension during a working season, the time within which the Contractor is required to complete the work shall be extended by as many days as the same was suspended. Upon any stoppage of the work, all material shall be safely placed, so as to not obstruct or impede travel on the right-of-way.

**500.10 Order and Progress of Work** - The work under this contract shall be prosecuted at as many different places, at such times in such sections along the improvement and with such forces as the Board may direct. Completed portions of the roadway shall be opened to travel as directed by the Board, but shall not be construed as an acceptance of the work done. Should the work, for any reason, be discontinued by the Contractor, he shall, before again commencing the work, give the Board notice of his intention at least twenty-four (24) hours in advance of commencement.

**500.11 When Estimates May Be Withheld** - Estimates may at any time be withheld or reduced if, in the opinion of the Board, the work is not proceeding in accordance with the provisions of this contract; or if the work is not progressing in proportion to the time spent working; or if the estimate is not in the same proportion to the entire contract price as the amount of the work completed is to the entire work.

**500.12 Violations** - At no time during the execution of this Contract shall the Contractor or any subcontractor violate any Federal, State, Municipal, Township, or local laws, statutes, regulations, ordinances, or resolutions.

**500.13 Injunctions** - If legal obstruction to the completion of the work arises, and if the legal obstruction will cause delay in the completion of the work, the Board may postpone the completion date by the number of calendar days they determine.

## **SECTION 600 CONTRACTOR INSURANCE REQUIREMENTS**

*The following types of insurance coverages and limits are required and shall be written for not less than the following, or greater if required by law and/or as otherwise specifically provided in the Contract or required by the Board as listed below. The Board and its trustees, officers, agents and employees are to be named as additional insureds with all rights under those policies unless otherwise determined by the Board.*

**600.1** Workmen's Compensation and Employers Liability as required by the laws of the State of Ohio.

**600.2** The Contractor shall not commence work under the Contract until he has obtained all the insurance required hereunder and has submitted, in quadruplicate, an appropriate Declaration of Insurance, as evidence of coverage which has been approved by the Board. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required by the subcontractor has been so obtained and approved. Approval of the insurance by the Board shall not relieve or decrease the liability of the Contractor hereunder.

### **600.3 Contractor's Liability Insurance**

**600.3.1** The Contractor shall acquire and maintain during the term of the contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-Owned and Hired Automobiles.

**600.3.2** Coverage for an "if any" basis: Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

**600.3.3** Bodily Injury Liability limits shall be for an amount of no less than One-Million **(\$1,000,000.00)** Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than One-Million **(\$1,000,000.00)** Dollars on the account of any one occurrence.

**600.3.4** Property Damage Liability Insurance in an amount of not less than One-Million **(\$1,000,000.00)** Dollars per occurrence with General Liability extended to provide "Broad Form Property Damage Liability" and in an amount of not less than **Two-Million Five-Hundred Thousand (\$2,500,000.00) Dollars aggregate** for damage on account of all occurrences.

**600.3.5** Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides **no less than Two-Million Five-Hundred Thousand (\$2,500,000.00) Dollars** Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.

### **600.4 Not used**

**600.5** The Policies as listed in the paragraph's 600.1 through 600.4 shall all contain the following special provisions:

\* *The Contractor agrees that written notice will be mailed to the Board thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved.*

\* *The Contractor shall submit evidence of such insurance to the Board with the executed contract in the form of a Certificate of Insurance, naming the Pierce Township Board of Trustees as the Certificate holder.*

**600.5.1** The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to an adjoining property or their contents or the work of others.

**600.5.2** Should any liability arise as a result of the action of the Contractor, subcontractors, or employees for which there is insufficient insurance coverage, the Contractor agrees to indemnify, defend, and hold the Board harmless from any liability or judgment (including reasonable attorney's fees and litigation expenses) and losses.

## **SECTION 700 PAYMENTS, RETAINAGE, AND FINALITIES**

**700.1 Payroll Records** - Payroll records kept in accordance with Section 4115.07, of the Ohio Revised Code and shall be open to inspection of authorized representatives or officials of Pierce Township Board of Trustees. The contractor shall furnish the Board with an affidavit every thirty (30) days during the construction period stating that all employees and sub-contractors performing services on this project have been paid the prevailing rate of wages as certified by the Department of Industrial Relations provided by Chapter 4115 of the Revised Code of the State of Ohio.

**700.1.1** The Contractor furnish upon the request of the Board prior to any partial payment(s) an affidavit as required by ORC 1311 (Mechanics Liens) listing money owed or paid to all subcontractors, laborers, or materialmen, and the Board, upon receipt of said affidavit, may, in its discretion, disburse appropriate sums owing as indicated directly to subcontractor's, materialmen, and laborers, with the balance being remitted to the Contractor.

**700.2 Retainage** - Partial payments to the Contractor for labor performed under either a unit price or lump sum price contract shall be made at the rate of ninety-two (92) percent of the estimates prepared by the Contractor and approved by the Board. All labor performed after the project is fifty (50) percent complete shall be paid for at the rate of one-hundred (100) percent of the estimates submitted by the Contractor and approved by the Board. The aforementioned requirements are pursuant to Section 153.13 of the Ohio Revised Code.

**700.2.1** From the date the contract is fifty (50) percent complete, as evidenced by payments in the amount of at least fifty (50) percent of the contract to the person(s) with whom the Board has contracted, except in the case of contracts the total cost of which is less than fifteen thousand (\$15,000) dollars, all funds retained pursuant to Sections 153.12 and 153.14 of the Ohio Revised Code for the faithful performance of work shall be deposited in the escrow account designated in Section 153.63 of the Ohio Revised Code. After the contract is fifty (50) percent complete, no further funds shall be required.

**700.3 Final Cleaning Up** - Upon completion of the work and before acceptance and final payments shall be made, the Contractor shall clean the roadway, borrow pits, stream channels and banks within the right-of-way at drainage structures, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, false work, temporary structures and equipment, and all parts of the work shall be left in a neat and presentable condition satisfactory to the Board. All land on which a temporary easement existed shall be returned to its preconstruction condition by the Contractor, the expense of which is included in the amount of this contract.

**700.4 Final Inspection** - Wherever the work provided and contemplated by the Contractor has been satisfactorily completed and the final cleaning up performed, the Board shall, within ten (10) days, unless otherwise provided, make the final inspection.

**700.5 Final Payments** - The Board shall, as soon as possible after the completion of the entire work, certify such completion to the Board, and the Board shall pay the entire sum so found to be due hereunder, after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior partial estimates and payments shall be subject to correction in the full settlement.

- 700.6 Payment of Total Costs to be Final Settlement of all Claims of the Contractor** - The Board shall pay, and the Contractor shall receive, the sum herein stipulated as full compensation for everything furnished and done by the Contractor under this contract, including all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the weather, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, as herein specified, and for well and faithfully completing the work, and whole thereof, as herein provided, together with remedying all defects developing during the period for which the work is guaranteed. Final payment by the Board does not release the Contractor for any defects in construction, workmanship, or materials which could not have been ascertained by reasonable inspection.
- 700.7 Last Payment to be Final** - Before the final estimate is allowed, the Board will require the Contractor to submit an affidavit showing that all claims and obligations arising in connection with the performance of the contract to include, but limited to, money owing to subcontractors, materialmen, or laborers have been satisfactorily settled. This requirement also includes an affidavit from any subcontractor(s) employed on the project. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall be a release to the Board and agents thereof for all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Board, or of any person relating to or affecting the work.
- 700.8 Construction Funds Held in Trust.** Contractor agrees that all funds it receives from Board for the performance of this Contract shall be held in trust by Contractor for the benefit of all its Subcontractors, suppliers, laborers, and materialmen, and Contractor shall not itself have any interest in such funds until all these obligations have been satisfied in full. Contractor further agrees that any funds received shall be used exclusively for the prosecution of the Project Work, and none will be diverted to satisfy other obligations of Contractor. Board does not have an obligation to pay or see to the payment of money to any subcontractor or supplier.

## **SECTION 800 CLOSE-OUT PROCEDURE**

- 800.1** When the Board and a Contractor determine the Work or a designated portion thereof is complete and acceptable in accordance with the Contract Documents, the Contractor shall submit a letter so stating to the Board, with a list of all incomplete items of Work and anticipated dates of completion for each.
- 800.2** Upon receipt of the letter claiming Substantial Completion, the Board will conduct an inspection. A list of items requiring completion or correction will be issued. If the Board approves the Contractor's claim of Substantial Completion, the Contractor will prepare a "Certificate of Substantial Completion" for acceptance by the Board. This Certificate will establish the Date of Substantial Completion.
- 800.3** When the Contractor has completed all items of work on the "Completion and Corrections List" and is satisfied that all work required by the Plans and Specifications for his contract work has been completed, he shall submit his Final "Application for Payment" for all funds due and/or the retained percentage to the Board along with the following items:
- 800.3.1** "Final Certification of Contractor" and "Consent of Surety" form.
  - 800.3.2** Affidavits as required by the Contract if required by the Board.
  - 800.3.3** Copies of test reports as may be required.
  - 800.3.4** Record Drawings or information as required by the Contract Documents for Record Drawings.
  - 800.3.5** Operating and Maintenance Instructions or Manuals required by the Contract Documents.
  - 800.3.6** Other data as required by governing bodies.

- 800.3.7** Other submittals as required by the Technical Specifications such as Specific Guaranties, Warranties, Certificates, etc.
- 800.4** Upon receipt of the Contractor's Final Application and other required material, the Board shall verify its completeness and/or correctness. Incomplete or incorrect items shall be returned to the Contractor for corrections and resubmitted.
- 800.5** When the Board can certify that all Work under the Contract is complete and the Contractor has submitted all required items, he shall include the Contractor's Final Application on the "Final Certificate for Payment" and submit it to the Board.
- 800.6** The Board shall approve the "Final Certificate for Payment"; execute and forward three (3) copies to the Board. Any Contract or Contractor not receiving Board approval shall be deleted from the "Final Certificate for Payment."
- 800.7** The Board shall approve the "Final Certificate for Payment," deleting any unacceptable Contracts or Contractors. Final checks shall then be distributed by the Board as required by the Contract Documents.
- 800.8** The Bid Guaranty shall not be released until final payment is deposited by the Contractor.

#### **SECTION 900 SAFETY**

- 900.1** The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 900.2** Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/she will notify owners of adjacent utilities when prosecution of the work may affect them.
- 900.3** The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- 900.4** Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.
- 900.5** The Contractor must have a Safety & Health Management Program in place and shall submit a copy of their Program to the Pierce Township Board of Trustees prior to the commencement of construction. The Program shall include, but shall not be limited to, management commitment, employee involvement, periodic work site surveys, hazards prevention, and control of safety and health education training (see 29 CFR 1926.20 for reference). In addition, prior to the commencement of construction, contractor shall designate a qualified and experienced safety representative at the site, whose duties and responsibilities shall be the prevention of accidents and the maintaining of supervising and safety precautions and programs.

## **SECTION 1000 MISCELLANEOUS**

**1000.1 Permits.** The Contractor is responsible for obtaining and paying for all necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Owner in writing.

**1000.2 Course of Conduct.** No course of conduct or dealing between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Board has been unjustly enriched by an alteration or addition to the Work, whether or not such unjust enrichment to the work or Board in fact exists, shall form the basis of any claim for an increase in the Contract Sum or any amount due under the Contract Documents, or a change in the Contract Time. Any claim not made in compliance with the provisions of the Contract, including but not limited to sections 500.4 and 500.5 herein, is waived.

### **1000.3 Disputes.**

**1000.3.1** - All claims, disputes, or other controversies between Board and Contractor arising out of or relating to the Contract or the breach thereof shall be decided by litigation in the Clermont County Court of Common Pleas, which shall have exclusive jurisdiction to hear and determine any such claims, disputes, or other controversies.

**1000.3.2** - The Contract shall be governed by the law of the State of Ohio, without regard to principles of conflicts of laws.

**1000.3.3** - Notwithstanding any claim, dispute or other controversy between Board and Contractor, or between Contractor and its subcontractor(s), it shall be the responsibility of Contractor to continue to prosecute all of the Work and perform all of its services diligently and in a good and workmanlike manner in conformity with the Contract.

**1000.3.4** - In any litigation between Board and Contractor arising out of or relating to the Contract or the breach thereof, Board shall recover all reasonable attorney's fees and costs, court costs and fees, and expert witness fees and expenses incurred.

**1000.4 Jointly Drafted** - The parties acknowledge that each party and, if it so chooses, its counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract and any amendments or exhibits thereto.

**1000.5 Interest - Amounts** due and unpaid Contractor under this Agreement shall accrue interest at the rate of three percent per annum, commencing sixty (60) days after such amounts were due.

**1000.6 No third-party beneficiaries.** Nothing in this Contract is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**1000.7 Severability** - If any portion of this Contract is determined to be void, voidable or illegal, such portion shall be deemed severed from the other portions that are not void, voidable or illegal and (a) such other portions shall be enforceable in accordance with their terms; and (b) the severed provision shall be substituted by a valid provision which most closely approximates the intent and purpose of the severed provision and which would be enforceable to the maximum extent permitted by law.

**SECTION IV**

***Special Provisions***



## SPECIAL PROVISIONS

### PIERCE TOWNSHIP, OHIO 2018 ROAD RESURFACING PROGRAM

All items included in the following shall be in accordance with the State of Ohio, Department of Transportation, Construction and Material Specifications in force on the date of letting and as follows. If said specifications should change during the terms of this Contract, then this Contract shall be automatically modified so as to conform to the new specifications, at no additional expense to the Board unless otherwise agreed.

#### SECTION 100 GENERAL

- 100.1 Equipment** - The Contractor shall furnish with his bid a list of all equipment to be used on this project. Additional equipment brought to the job site after beginning work shall be noted in writing and submitted to the Board by the Contractor.
- 100.2 Damage** - All areas of the berm or ditch line damaged by equipment and trucks shall be restored to their original condition (prior to the beginning of the project condition by the Contractor).
- 100.3 Intersections, Mailbox Turnouts, and Driveways** - These areas shall be included as an incidental to and included in the project and shall be completed as paving progresses. In no case will the extra area to be paved at intersections and driveways be wider than the existing intersections or driveways. The length and area to be paved outside of the edge of pavement for mailbox turnouts shall be as stipulated by the Board.

#### Item 254 Pavement Planning

This item shall consist of all labor, equipment, and material necessary for the removal of existing asphalt pavement. This pay item is intended for use at butt joints, concrete curb areas and areas of full pavement width planning (see details for each road). The Board will field verify locations and limits for Pavement Planning.

Removal of the existing asphalt shall be accomplished by a down-cutting mode so as not to lift up the adjacent pavement that is to remain. Extreme care shall be given to the removal of pavement around manholes, inlets, boxes, etc. Pavement in these areas shall be removed by other means, as approved by the Board. Care shall be taken to keep stripped material from entering inlets. Material entering an inlet shall be removed at the Contractor's expense.

All milled areas shall be cleaned immediately following the milling, and cuttings shall be removed and disposed of from the job site. All dust from the milling operation shall be controlled as directed by the Board.

In all other areas, removal of existing pavement shall be as directed by the Board and may require several passes to remove the required material.

#### Item 401 Pavement Preparation

This item shall consist of all labor, equipment, and incidental material needed to prepare the existing roadway surface prior to paving.

The road surface shall be cleaned to the satisfaction of the Board or his inspector by sweeping, blowing, hand tools, scraper blade, or other method, until all dust, mud, clay lumps, vegetation, foreign matter, etc. are removed. Occasionally uneven or irregular roadway surfaces shall be leveled using Item 448 asphalt concrete and rolled with a steel-wheeled mechanical roller approved

by the Board. If necessary, some leveling may require the use of a mechanical paver as directed by the Board.

**Water valves, gas boxes, telephone manholes**, etc. shall be adjusted to grade and shall be considered incidental to and included in this item.

Payment for this item shall be incidental and included in Item 401 except that any asphalt concrete used as preparation of the roadway surface shall be paid at the cubic yard unit price for Item 448 Asphalt Concrete.

**Item 407 Tack Coat, Trackless Tack**

The Tack Coat, Trackless Tack application shall be in accordance with Item 407 – Tack Coat with the following additions. The material shall be NTSS-1HM.

The NTSS-1HM Tack Coat Material shall be composed of a Polymer Modified Asphalt Emulsion.

The Contractor shall furnish the manufacturer’s certification that the material used is in compliance with the following specifications.

BITUMINOUS MATERIAL GRADE	NTSS-1HM Specification Minimum/Maximum
Solubility, %	97.5 Minimum
Penetration at 77 deg F	5/15
Emulsion Residue by Distillation, %	40 Minimum
Naptha, % by Volume	1.0 Maximum
One Day Storage Stability, %	1.0 Maximum
Sieve Test, %	0.1 Maximum *
Fuol Viscosity, Seconds, 77 deg F	30 Minimum
R & B Softening Point Range, deg C	60/70

\*The Sieve result is tested for reporting purposes only. If the product pumps well, the sieve specification is waived.

NTSS-1HM Trackless Tack Coat is subject to damage if frozen. It is not compatible with Cationic Emulsion (CRS, COS, CMS, CSS, etc...). All equipment must be thoroughly cleaned if it previously contained cationic emulsion. Diluting of NTSS-1HM Trackless Tack Coat is prohibited. Do not apply if rain is expected.

For application, conventional emulsion distributors are suitable. NTSS-1HM Trackless Tack Coat should be applied at a rate of 0.03 to 0.10 gallons per square yard. The recommended application temperature is 74 to 80 degrees Celsius or 165 to 175 degrees Fahrenheit.

After completion of the placement of the Item 448 asphalt concrete, the new pavement shall be **edge-sealed** with material as specified under Item 407.02 of the O.D.O.T. Construction and Material Specifications Manual in force at the time of letting.

**Item 604 Manholes Adjusted to Grade by Rings**

All applicable sections of Item 604 of the Construction and Material Specifications, as issued by the Ohio Department of Transportation shall apply. When metal adjusting rings are used, the Contractor shall be responsible for determining the size and providing the number of rings needed.

**Note: All manholes shall be flush or one quarter inch lower than the surrounding asphalt surface to prevent snow plows from catching on their edge.**

Adjustment of manholes to grade shall be completed just prior to placement of the 448 asphalt concrete.

Payment for this item shall be per each according to the number adjusted by metal ring or resetting the metal frame manually.

**Item 604 Manholes Adjusted to Grade Manually**

All applicable sections of Item 604 of the Construction and Material Specifications, as issued by the Ohio Department of Transportation shall apply.

**Note: All manholes shall be flush or one quarter inch lower than the surrounding asphalt surface to prevent snow plows from catching on their edge.**

Payment for this item shall be per each adjusted by **providing and installing** (NEENAH R-1664 Manhole Frame and Vented lid or equal) and disposing of the old non-standard size metal frame.

The asphalt material used in the process shall be paid for separately at the contract 448 unit cost.

**Item 614 Maintenance of Traffic**

The Contractor shall be responsible for strict adherence to all applicable section of the ODOT Construction and Material Specifications and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways. The Contractor shall furnish all traffic control needed to maintain traffic, including lights, signs, tools, equipment, labor, and incidentals necessary for the proper completion of the project and will not be permitted to begin work until all appropriate traffic control devices are in place. All roads shall be kept open to the public at all times by providing a minimum of one (1) lane of traffic while work is in progress. During lane closures the contractor shall furnish a minimum of two (2) flagmen equipped with two-way communications to regulate traffic and suitable barricades shall be placed to keep vehicular traffic out of the work area. The Contractor may request in writing to pave in one (1) pass low volume roads at least (2) two weeks prior to scheduling said roads. Additional public notification may be required on approved one pass roads, such as notices to residents in the vicinity..

Special Signs (Paving NEXT WORK DAY EXPECT DELAYS) shall be placed on both ends of all roads to be resurfaced and at major intersections to warn motorists of expected work, twenty four hours in advance of the proposed work.

**Item 641 Temporary Centerline**

This item shall consist of labor, equipment, and material necessary for the temporary remarking of previously marked roads. All roads will be actuarially marked with reflectorized tape, approximately six (6) inches long locating all centerlines at fifty (50) foot intervals.. Payment for this item shall be lump sum.

**SECTION V**

***Bid Proposal and Bid Guaranty***

# **BIDDER'S CHECKLIST**

## ***2018 ROAD RESURFACING PROGRAM***

### **Required Submittals**

- Non-Collusion Affidavit
- Affidavit Affirming Compliance with 9.24 and 5719.042 ORC
- Bid Proposal
- Worksheet with line item unit prices
- Addenda (if applies)

### **Bid Guaranty**

#### **(Select only one)**

- Certified Check (10% of Bid)
- Cashier's Check (10% of Bid)
- Irrevocable letter of Credit (10% of Bid)
- Bid Guaranty and Contract Bond, Combination (100% of Bid)

#### **If Using Bid Guaranty and Contract Bond**

- Signed by Bidder & Surety Agent
- Power of Attorney – Proper Agent Name and Date
- Current Financial Statement of Surety
- Current Certificate of Insurance for Surety from Department of Insurance

### **Additional Reminders**

- Reviewed Proposal and worksheets for mathematical errors
- All information supplied in duplicate

This checklist is not intended to relieve the bidder of the responsibility to provide other required documents. Rather, this checklist is offered merely to serve as an aid in assisting in the preparation of the bid. Notice is hereby given that the failure to submit all required documents duly and properly constituted including but not limited to all required signatures may result in the rejection of your bid on the basis that the bid is non-responsive.

# BID PROPOSAL

## 2018 ROAD RESURFACING PROGRAM

TO THE CLERMONT COUNTY, OHIO, BOARD TOWNSHIP BOARD OF TRUSTEES:

The undersigned certifies that he/she has examined the plans and specifications and has inspected the site of the proposed improvements. It is understood that the following bid will be governed by the UNIT PRICE BID, unless otherwise specified, also that the quantities may be increased or decreased, if the bid is a unit price bid.

The undersigned submits with the following bid a bid guarantee for the amount, as set forth in Section 200.5 of the General Provisions, and proposes to furnish all labor, equipment, and materials necessary for the construction of 2018 ROAD RESURFACING PROGRAM in accordance with the Ohio Department of Transportation Construction and Material Specifications, Standard Construction Drawings, Ohio Manual of Uniform Traffic Control, The Ohio Department of Transportation Bridge Design manual, and the Technical Specifications contained in this bid package, under the most current versions of the aforementioned drawings and specifications and in force on the date of letting shall be enforced by the Clermont County Board of Commissioners:

## 2018 ROAD RESURFACING PROGRAM

Please enter the total cost of the Bid Proposal, OBTAINED FROM THE ATTACHED WORKSHEET(S), in the space below:

**BID AMOUNT:** \_\_\_\_\_

Amount of Guaranty: Each Proposal must be accompanied by a bond in the sum of One Hundred (100) percent (%) of the Bid Amount or a CERTIFIED CHECK, CASHIER'S CHECK, OR IRREVOCABLE LETTER OF CREDIT pursuant to Chapter 1305 of the Ohio Revised Code in the sum of ten (10) percent (%) of the Bid Amount on a solvent bank as a guarantee that if the Proposal is accepted a contract will be entered into.

BID OPENING DATE: **June 8, 2018**  
BIDS RECEIVED BY: **2:00 P.M. Local Time**

COMPLETION DATE: **September 1, 2018**

The undersigned hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

It is understood that if this bid is accepted, the undersigned will enter into a contract and give bond with approved security in the full amount of the bid within ten (10) days after the award of the contract by the Pierce Township Board of Trustees; otherwise the Bid Guarantee will be forfeited.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**NAME OF BIDDER:** \_\_\_\_\_  
(COMPANY OR CORPORATION) (SIGNATURE OF AGENT)

**\*\*\*Submit all information in duplicate as stated in 400.6 of Section II \*\*\*\*\***

**BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto Pierce Township Board of Trustees, Clermont County, Ohio, herein after called the Obligee, in the penal  
sum of the dollar amount of the bid submitted by the Principal to the Obligee, on \_\_\_\_\_, 2018 to  
undertake the Project known as:

**2018 ROAD RESURFACING PROGRAM**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent to the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next bidder to perform the work covered by the bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material, therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claim hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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



SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney/Attorney-In-Fact

(SEAL)

Awarding authorities are simultaneously, with notice of award to Contractor, to give written notice to Surety and Agent. Show name and mailing address of both Agent and Surety.

Surety's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION VI**

***Affidavits***

**AFFIDAVIT IN COMPLIANCE WITH  
SECTIONS 9.24 AND 5719.042  
OF THE OHIO REVISED CODE**

**CLERMONT COUNTY, OHIO**

***2018 ROAD RESURFACING PROGRAM***

\_\_\_\_\_  
(PLEASE TYPE OR PRINT NAME OF FIRM)

\_\_\_\_\_  
(AGENT/OWNER FOR FIRM)

personally appeared before me, the undersigned, a Bidder in competitive bidding for a Construction Contract to be let by the Pierce Township Board of Trustees, Clermont County, Ohio, who, being duly cautioned and sworn makes the following statement with respect to the personal property taxes on the general tax list of personal property of Clermont County, Ohio:

- (1) That the above mentioned firm and its owner/agent at the time of making his/her Bid (Proposal) on the aforementioned Contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County, Ohio.
- (2) That this statement is made in compliance with Section 5719.042 of the Ohio Revised Code to be incorporated into the Contract between the parties as provided in Section 5719.042 of the Ohio Revised Code.
- (3) That pursuant to §9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in §9.24 ORC.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE/POSITION)

Sworn to me this \_\_\_\_\_, day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission expires on \_\_\_\_\_, \_\_\_\_\_.

**(SEAL)**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**CLERMONT COUNTY, OHIO**

**2018 ROAD RESURFACING PROGRAM**

\_\_\_\_\_  
(PLEASE TYPE OR PRINT FULL NAME) (TITLE/POSITION)

being duly sworn, do depose and say the following:

1. He/She is \_\_\_\_\_ , \_\_\_\_\_ ,  
(OWNER/AGENT) (TITLE/POSITION)

the bidder that has submitted the attached Bid or Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid (Proposal);

3. Such Bid (Proposal) is genuine and is not a collusive or sham Bid (Proposal);

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid (Proposal) in connection with the Contract for which the attached Bid (Proposal) has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid Price or Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Pierce Township Board of Trustees or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid (Proposal) are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the Part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE/POSITION)

Sworn to me this \_\_\_\_\_ , day of \_\_\_\_\_ , 2018.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission expires on \_\_\_\_\_ , \_\_\_\_\_ .

**(SEAL)**

**SECTION VII**

***Prevailing Wage Rates***

**PUBLIC/PRIVATE PARTNERSHIP  
PREVAILING WAGE REQUEST FORM**

DATE: \_\_\_\_\_ County: \_\_\_\_\_

TO: Stephen Clegg, Bureau Chief  
Bureau of Wage & Hour Administration  
Fax: (614) 728-8639

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBJECT: Request for Project Prevailing Wage Determination

**PROJECT INFORMATION**

COMPANY NAME: \_\_\_\_\_

BORROWER: \_\_\_\_\_

SITE ADDRESS: \_\_\_\_\_

City State

COMPANY MAILING ADDRESS: \_\_\_\_\_

City State

COMPANY CONTACT: \_\_\_\_\_ COMPANY PHONE: \_\_\_\_\_

CONTACT MAILING ADDRESS: \_\_\_\_\_

City State

PUBLIC AUTHORITY: \_\_\_\_\_

New Construction \_\_\_\_\_

Old Construction (Rehab/Addition) \_\_\_\_\_

Equipment Purchase \_\_\_\_\_

Business Acquisition \_\_\_\_\_

FUNDING AMOUNT: \_\_\_\_\_

FUNDING SOURCE: \_\_\_\_\_

ESTIMATED TOTAL OVERALL PROJECT COST: \_\_\_\_\_

HOW ARE THE PUBLIC FUNDS TO BE USED ON THE PROJECT: \_\_\_\_\_

SCOPE OF THE PROJECT: (briefly describe or attach): \_\_\_\_\_

AGENCY REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

**ODOC PREVAILING WAGE DETERMINATION**

DOES APPLY

DOES NOT APPLY

COMMENTS: \_\_\_\_\_

ODOC REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SECTION VIII**

**Contract**  
**2018 ROAD RESURFACING PROGRAM**

**CONTRACT NO. \_\_\_\_\_**

**2018 ROAD RESURFACING PROGRAM**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eighteen, by and between the Pierce Township Board of Trustees, Clermont County, Ohio, hereafter designated as the Board, and \_\_\_\_\_, hereinafter designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these presents does agree with the Board for the consideration herein below mentioned, to furnish at Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete in good, firm and timely substantial manner the following project in accordance with the surveys, plats, plans, cross-sections and profiles and specifications on file in the office of the said Board of County Commissioners and in accordance with the specifications and conditions hereinbefore and hereinafter set forth, all of which are made a part hereof as if totally rewritten herein:

**2018 ROAD RESURFACING PROGRAM**

*The project includes the furnishing of all labor, equipment, and materials needed to construct 2018 ROAD RESURFACING PROGRAM.*

The provisions contained in the "Notice to Contractors," the "General Instructions," the "Bid Proposal," the "General Provisions," and the "Special Provisions" (including any conditions or specifications incorporated therein), are also hereby combined, and incorporated by reference thereto, as part of this agreement.

The Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission of Ohio, promptly when due, or elect to pay compensation direct and contribute to the surplus of the fund as provided by law. The Contractor and his Surety agree to defend and indemnify Pierce Township against liability and loss by reason of the breach of the obligation of this paragraph and agree that it shall run to the benefit of the Industrial Commission of Ohio and the State Insurance Fund for the recovery of premiums that should have been paid. All of the foregoing provisions of this paragraph shall be equally binding upon each sub-contractor whose performance thereof is warranted by the Contractor who employs such sub-contractor. The Pierce Township Board of Trustees, Clermont County may require of the Contractor, as a condition of permitting the beginning or continuance of work, a Certificate of Compliance with the paragraph issued by the Industrial Commission of Ohio.

In consideration whereof, the Board hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, or lump sum, as stated in the proposal, the sum of approximately:

**TOTAL AMOUNT:        \$ \_\_\_\_\_**

IN WITNESS WHEREOF, the said Pierce Township Board of Trustees, Clermont County, Ohio, has caused its name to be signed and the corporate seal to be hereto affixed by the Pierce Township Board of Trustees and the Contractor, the day and the year aforesaid.



**CONTRACTOR**

**PIERCE TOWNSHIP BOARD OF TRUSTEES,  
CLERMONT COUNTY, OHIO**

\_\_\_\_\_  
(COMPANY/CORPORATION NAME)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE OF OWNER/AGENT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE/POSITION)

\_\_\_\_\_  
(SIGNATURE)

(SEAL)

(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Tom Keating, Counsel for Pierce Township*

\_\_\_\_\_  
*Date*

**PURCHASE ORDER NO.** See Attached

**PIERCE TOWNSHIP**  
**Offical Bid Tabulation**  
**2018 Road Resurfacing Program**

Road Name	Length Feet (Estimated)	Width Feet (Estimated)	Full Depth Repair		Thickness	Cul-De Sac	Milling Sq. Ft. 1.5 inch	Striping Feet Double Yellow	Grade of Road	Comment	From Street	To Street
			Length Feet	Thickness (6 inch deep X 4 ft. wide)								
Gaskins Road	2,618.88	21			1.5	No		2,152	D	2 School Zones 5 Butt Joints - marked	Merwin Ten Mile Road	Bennett Road
East Concord Road	2,107.00	16	1,116	4	1.5	No		2,107	D	Butt Joint - marked	S.R. 132	2,107 feet in
Castlebay Drive	2,112.00	24			1.5	Yes	50,688		D		St. Andrews Drive	Cul-de-sac
Denny Drive	1,689.60	18	109	4	1.5	No			D	Butt Joint - marked	Jenny Lind Road	End of Pavement
Elrond Drive	686.40	15			1.5	Yes	10,305		D		Moria Drive	Cul-de-sac
Dale Lane	1,056.00	20			1.5	Yes	21,120		D		Cul-de-sac	Cul-de-sac
Old Merwin Road	528.00	12			1.5	No			D	Butt Joint - marked	Gaskins Road	To End
Bennett Road	950.40	19			1.5	No		950	D	2 Butt Joints - marked		Union Twp Line

**Note:**

1. The Tack Coat, Trackless application shall be in accordance with item 407 - Tack Coat with the following additions. The material shall be NTSS-1HM
2. After completion of the placement of the item 448 asphalt concrete, the new pavement shall be edge-sealed with material as specified under item 407.02 of the O.D.O.T. Construction and
3. At all locations where new resurfacing is meeting old pavement, a planed butt joint shall be installed per O.D.O.T. Standard Construction Drawing BP-3.1. There will be no separate pay item for
4. All driveways shall be edged and tarred.

ITEM	SPEC #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	254	pavement planing		sy		
2	448	asphalt surface @ 1.5"		tn		
3	604	manhole adjusted to grade w/ ring		ea		
4	642	double centerline	4,259	lf		
5	spl	butt joint	10	ea		
6	301	6" deep X 4 ft. wide - Full Depth Repair		sy		

**TOTAL BID =** \_\_\_\_\_

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_