

MADISON TOWNSHIP BOARD OF TRUSTEES

BID PROPOSAL FOR:

MADISON TOWNSHIP 2021 ROAD IMPROVEMENTS: 422 CHIP & SEAL

SUBMITTED BY:

CONTRACTOR: _____

ADDRESS: _____

PHONE NUMBER (____) _____

BID OPENING DATE: March 15, 2021 @ Madison Town Hall 817 Expressview Dr. Mansfield OH 44905

TIME: 7:00 PM Eastern Standard Time

LEGAL ADVERTISEMENT
NOTICE TO BIDDERS

Notice is hereby given that the Madison Township Board of Trustees will accept bids for the 2021 resurfacing Road Improvement :422 Chip & Seal program.

Based on specifications prepared by the Madison Township Board of Trustees.

Sealed Bids will be accepted at the office of the Madison Township Trustees, 817 Expressview Drive Mansfield, OH. 44905 until:

March 15, 2021 7:00 PM Eastern Daylight Time

at which time they will be opened and read aloud. Bids shall be in a sealed envelope and clearly marked "**BID FOR Madison Township 2021 Road Improvements: 422 Chip & Seal** " along with the company name.

Bidders may secure copies of the specifications and project at the Madison Township Hall 817 Expressview Dr Mansfield, OH. 44905, by calling 419-589-9999 or Visiting our web site to download documents @ www.madisontwp.us. For questions contact Trustee Fletcher at 419-565-5305 or email dfletcher@madisontwp.us, not later than 72 hours prior to the date fixed for the opening of bids.

Each bid shall be accompanied with a bid guaranty in accordance with Section 153.54 of the Ohio Revised Code, by a Bid Bond in an amount of 100% of the total Bid or a cashier's check, or a certified check equal to 10% of the bid to be duly executed by the bidder. All Bids shall be on company letterhead and be signed by an authorized representative of that company.

The attention of bidders is directed to the special statutory provisions, RC 4115.03 etc. seq., governing the prevailing rate of wages to be paid to laborers and mechanics employed on public improvements, and also, to RC 153.59 regarding nondiscrimination.

The Board of Madison Township Trustees have the right to reject any or all bids, and to accept the lowest responsive responsible bid, which best fits the needs of the Township.

By the order of the Madison Township Trustees

Leanna Rhodes, Fiscal Officer

INFORMATION TO BIDDERS

1. **Receipt and Opening of Bids**

The Madison Township Board of Trustees (*herein called the "Owner"*) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the of Madison Township Board of Trustees, at the Madison Township Hall, 843 Expressview Dr. Mansfield, Ohio 44905 until **7:00 PM Eastern Standard Time March 15, 2021**, and then at said office publicly opened and read aloud at **7:00 PM Eastern Standard Time**. The envelopes containing the bids must be sealed, addressed to the Madison Township Trustees at the office of the Madison Township Board of Trustees, 843 Expressview Dr. Mansfield, Ohio 44905 and designated on the outside as **bid for Madison Township 2021 Road Improvement: 422 Chip & Seal, Madison Township, Richland County, Ohio**.

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

2. **Preparation of Bid**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in figures only. The total price shall be for material and labor.

BASE BID TOTAL WILL BE USED TO DETERMINE AWARD.

Alternate totals will not be a factor in award.

The determination to proceed with any of the alternates shall depend on funds available.

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

3. **Enumeration of Plans and Specifications**

- a. Cover Page
- b. The current State of Ohio Department of Highways' "Construction and Material Specifications," as amended to date, except for the General Provisions contained therein are hereby made a part of the contract documents unless specifically modified in the contract documents or on the plans.
- c. The contract documents also include the following:
 - 1) Advertisement for Bids (Page 2);
 - 2) Information to Bidders (Pages 3-10);
 - 3) Prevailing wage rates (Page 10);
 - 4) Specifications (Pages 11 - 17);
 - 5) Testing Lab Service (Page 18 - 20);
 - 6) Non-Collusion Affidavit (Page 21);
 - 7) Bid Bond (Page 22-23);
 - 8) Contractor's Bid for Unit Price Contract (Pages 24 - 25);
 - 9) Listing of Roads to be Resurfaced (Page 26);
 - 10) Total price (Page 27);
 - 11) Owner-Contractor Agreement (Pages 28-30);
 - 12) CERTIFICATION OF CONTRACTOR COMPLIANCE (*Drug Free Workplace Program*) (Page 31)
 - 13) STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY (Pages 32-43)

4. **Qualification of Bids**

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

5. **Bid Security**

Each bid must be accompanied by either a Bid Bond in an amount equal to 10% of bid, or an Ohio Revised Code Section 153.57 Bid and Performance Payment Bond in an amount equal to 100% of the bid, or, a cashier's check, certified check or letter of credit to be duly executed by the bidder as principal and having as surety thereon, a surety company approved

by the Owner in the amount of 10% of the bid. Such check, letters of credit, or bonds will be returned to all except the three lowest bidders within five days after the opening of bids, and the remaining checks, letters of credit, and bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the day of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. **Liquidated Damages for Failure to Enter Into Contract**

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

7. **Time of Completion and Liquidated Damages**

THE SCHEDULE OF ROADS TO BE PAVED SHALL BE COORDINATED WITH THE MADISON TOWNSHIP ROAD SUPERINTENDENT.

ALL WORK MUST BE COMPLETED ON OR BEFORE **August 31st 2021** THE SUCCESSFUL BIDDER HEREBY AGREES TO PAY AS LIQUIDATED DAMAGES, THE SUM OF **FIVE HUNDRED DOLLARS (\$500.00)** FOR EACH CONSECUTIVE CALENDAR

DAY THEREAFTER THAT THE PROJECT IS NOT COMPLETED. *(The provision for “Liquidated Damages” is further referenced in the “SUPPLEMENTARY CONDITIONS”).*

8. **Conditions of Work**

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

9. **Addenda and Interpretations**

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

Every request for such interpretation should be in writing addressed to Madison Township Trustee Houser, 817 Expressview Dr. Mansfield, Ohio 44905, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written

addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of bids, excluding Saturdays, Sundays and legal holidays. Any addendum issued within 72 hours of the published time for the opening of bids shall provide for extending the time for opening of bids one week to permit necessary modifications in the Contractor's proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

10. **Security for Faithful Performance**

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

11. **Power of Attorney**

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

12. **Notice of Special Conditions**

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

- a. Inspection and testing of materials;
- b. Insurance requirements;
- c. Ohio Wage Rates;
- d. EEO Requirements;
- e. _____

13. **Laws and Regulations**

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

14. **Method of Award – Lowest Responsible Bidder**

If at the time this contract is to be awarded, the lowest and responsible bidder has submitted a bid that does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded at the Owner's option. The award to the lowest and responsible bidder per R.C. 5575.01(A) and also shall be let upon the basis of unit price bids for each road. If such bid exceeds such amount, the Owner may reject all bids.

The Owner reserves the right to include alternates in any order, in the analysis of the bid.

15. **Obligation of Bidder**

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

16. **Non-collusion Affidavit**

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

17. **Nondiscrimination & Intimidation**

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

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

In the event of any violation of the terms and conditions of this section by the Contractor, any Subcontractor, or any person acting on behalf of the Contractor, there shall be a

forfeiture of twenty-five (\$25) for each person who is discriminated against or intimidated in violation of this Contract or Section 153.59 of the Ohio Revised Code. The amount of forfeiture shall be deducted from the amount payable to the Contractor for the first violation of this section.

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

18. **Bids in Excess of Estimate**

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

19. **Labor Standards**

The Contractor agrees that all laborers and mechanics employed by contractors or subcontractors on construction work performed under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the **Ohio Prevailing Wage Determination Schedule** made a part of these documents. All overtime compensation shall be in accordance with and subject to the provisions of the **State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects** (Pages 4d thru 4n), and the contractors and subcontractors shall comply with all regulations issued pursuant to these regulations.

20. **Equal Employment Opportunity**

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap or age, and will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, handicap or age. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, Transfer, Recruitment or Recruitment Advertising, Layoff, Termination, Rates of Pay or other Forms of Compensation, and Selection for Training, including Apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration of employment without regard to race, religion, color, sex, national origin, handicap or age. The Contractor will incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (*other than*

subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

21. **Ohio and United States Products**

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES. THE CONTRACTOR SHALL, TO THE EXTENT PRACTICABLE, USE AND SHALL CAUSE ALL OF HIS SUBCONTRACTORS TO USE OHIO PRODUCTS, MATERIALS, SERVICES AND LABOR IN CONNECTION WITH THIS PROJECT.

22. **Documents To Be Executed As Part of Bid Package**

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

- a. **“BID FOR UNIT PRICE CONTRACT”** (Pages 24,25 and 26);
- b. **“TOTAL PRICE OF THE COMPLETED CONTRACT”** (Page 27)
- c. **“NON-COLLUSION AFFIDAVIT”** (Page 21)

23. **422.12 Performance Review.** Perform remedial actions for any defect exceeding the threshold levels in Table 422.12-1 for a period of two years from the date of substantial work complete as documented. Contact the Township to schedule a final performance review at least 60 days prior to the end performance review period. The Township will review the pavement before the end of the two-year performance review period to determine if remedial action is required. The Township will issue the results in writing to the Contractor upon completion of the performance review.

Remedial Actions. Perform Remedial Actions between May 1 and September 1. If the Township determines that immediate repairs are necessary, due to a potential hazard to the traveling public, the Township will notify the Contractor and establish a date that all repairs are to be finished. Provide construction traffic control when performing any work required or allowed by this specification during the warranty period in accordance with current Township policy and the Ohio Manual of Uniform Traffic Control Devices. The Township will approve when the work is performed. Provide approved materials, equipment, and labor to perform Remedial Actions at no additional cost to the Township. Prior to performing a Remedial Action, submit a Remedial Action plan to the Township for approval. State in the plan when and how the Remedial Action will be performed; what material will be used; and how traffic will be controlled. Warrant Remedial Action work for the remainder of the warranty period. Replace pavement markings or raised pavement markers (RPM) removed, obliterated, or damaged while performing a Remedial Action with pavement markings or RPMs equal approved products at no cost to the Township.

The Contractor is not responsible for pavement damage beyond the Contractor’s control (i.e., car fire, oil spill, structural issues, etc.).

TABLE 421.12-1	
Defect Type	Threshold Level ⁽⁶⁾ (allowable distress levels)
Bleeding / Flushing ⁽¹⁾	300 square feet (28 m ²)
Surface Loss ⁽²⁾	20 square feet (1.8 m ²)
Raveling ⁽³⁾	300 square feet (28 m ²)
Rutting ⁽⁴⁾⁽⁵⁾	0.25 inch (6.5 mm) continuous in any Segment.
Notes: (1) Excess asphalt binder that creates a shiny, reflective condition that becomes tacky to the touch at higher temperatures. (2) Loss of surface by traffic wear, debonding, or delamination. (3) "Moderate" level raveling as defined in the Strategic Highway Research Program (SHRP) " Distress Identification Manual for the Long-Term Pavement Performance Project " (SHRP-P-338). (4) Measure the wheel path with a 4 foot (1.2 m) straight edge. (5) Only applies during the first 120 days of Warranty or after any Warranty work. (6) Based on 1000 foot (300 m) lane Segment. The beginning of a Segment is the beginning of any distress type.	

PREVAILING WAGE RATES

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

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

www.wagehour.com.state.oh.us

SEAL COAT SPECIFICATIONS

PART 1 GENERAL

1.1. REFERENCE

- A. This specification is a modification of the 2019 Ohio Department of Transportation Item 422 Chip Seal. Reference to items in this specification can be found in the Ohio Department of Transportation Construction and Materials Specifications or as modified herein
- B. Road Lengths shall be as specified unless otherwise approved by the Township or an authorized representative. (*Refer to “**LISTING OF ROADS TO BE RESURFACED**”*).

1.2. DESCRIPTION OF WORK

- A. Faulty Work and Non-conforming Work.
 - 1. Faulty Work (or Work not in conformance with the Contract Documents) shall not be permitted.
 - 2. The Contractor shall remove such Work and propose a remedy by means of detailed drawing and written documentation; submit such documentation to Madison Township for their approval.
 - 3. The Contractor shall pay all costs for removal of faulty and Non-conforming Work, and reconstruction costs, as well as additional services of the Engineer.
- B. Seal Coat
 - 1. Single Seal Coat approximately **8** miles of Madison and Washington Township Roads at various locations in Madison and Washington Township, Richland County, Ohio.
 - 2. Areas to be sealed will be **marked** with paint by the Madison and Washington Township Road Department, or an authorized representative, prior to releasing the Work to the Contractor.
 - 3. All designated roads are to be sealed using HFRS-2P Asphalt Emulsion applied at a rate of 0.40+/- .02 g/sq.
 - 4. Cover stone shall be #8 Crushed Micro Deval applied at the rate of 20 pounds per square yard. See Paragraph 2.1, Section A.2. Applied with self-propelled 20-foot veritable width stone box. (NO CENTER LINE SEAM)
 - 5. Work includes preparation of the existing road surface by cleaning.
- C. Seal Coat shall not be extended beyond the limits of the existing pavement.
- D. Coordinate Seal Coat operations with the **Madison/Washington Township Road Superintendent** (or other designated representative of the Township) prior to proceeding with the Work, as all Township Work specified shall be under his supervision and control.
- E. Other limitations are as specified in this Section.

1.3. MEETINGS

- A. A **Pre-construction Meeting** will be held at the Madison Township Road Hall if necessary, prior to the beginning of any construction.
- B. The **Contractor** shall, at a time and place approved by the **Township**, hold periodic job meetings to coordinate the Work and discuss problems that may arise concerning proper timing and execution of the Work.
- C. Responsible representatives of the **Contractor** and **Township** shall attend these meetings.
- D. The **Road Superintendent**, or his representative, shall preside and take minutes of each meeting; and shall reproduce and distribute such minutes to all concerned parties.

1.4. SUBMITTALS

- A. All Submittals shall completely conform to the requirement of the Contract Documents.
- B. All Submittals shall be made to the **Board of Madison Township Trustees**, unless specifically noted otherwise or instructed in writing by the **Township**.
- C. Delivery tickets shall indicate all information as required by ODOT, with a copy to the field inspector or his representative.
- D. Timeframes for required Submittals.
 - 1. With the executed Contract:
 - a. **“AFFIDAVIT(S)”**
 - b. **“DOT CERTIFICATION OF CONTRACTOR COMPLIANCE”**
 - c. **“BID AND PERFORMANCE PAYMENT BOND”**
 - d. **“CERTIFICATES OF INSURANCE”**.
 - 2. Applications for Payment:

The Contractor shall make the request for payment on or about the **last** day of each month during construction and upon final completion and acceptance of the Work.

 - a. With each request for Payment:
 - 1) Wage Rate and Payroll Certificates
 - 2) Test Reports
 - 3) Product Data.
 - b. With final request for Payment:
 - 1) As-Built Drawing for Records (*if any*)
 - 2) Final Affidavits and Waivers of Lien.

PART 2 MATERIALS

2.1. PRODUCTS

A. Seal Coating.

1. Bituminous Material shall be Asphalt Emulsion HFRS-2P in accordance with current ODOT specification 702.16.
2. Cover stone shall be #8 Crushed Micro Deval applied at the rate of 20 pounds per square yard. The Stone must come from Shelly & Sands Plant #14 Located at 4540 SR. 39 Perrysville, Ohio 44864 or from OLEN Corporation Plant located at 11624 Hyatt Rd Fredericktown OH 43019

PART 3 MEASUREMENTS AND PAYMENT

3.1. METHOD OF MEASUREMENT

- A. All measurement shall be by the ITEM and UNIT specified on the “**UNIT PRICE BID FORM**”.
- B. The measured quantity of material delivered, shall be the quantities shown on the approved truck or plant tickets delivered to the project.
- C. Surface Preparation shall be the actual area of pavement surface prepared, in accordance with the Specifications or directions of the Township.
- D. The Contractor, or one of his representatives, shall deliver to the Township Road Department on a daily basis tickets showing the amount of oil and stone applied each day.

3.2 PAYMENT

- A. Payment for accepted quantities provided by the **Contractor**, complete and in place, shall be made at the UNIT PRICE of the ITEM specified on the “**UNIT PRICE BID FORM**” (*including all costs for labor, material, plant and equipment necessary to complete the Work*) multiplied by the quantity accepted by the Engineer as shown on approved tickets.

PART 4 EXECUTION

4.1 EQUIPMENT

- A. Material shall be delivered in trucks or trailers meeting the standards of the Public Utilities Commission of Ohio (PUCO).
- B. Unless otherwise approved by the **Township**, all trucks shall be equipped with suitable attachments (or equipment) for the safe unloading of material at the jobsite.

4.2 PRODUCT HANDLING

- A. All materials shall be delivered to the designated jobsite in trucks capable of transporting the material in a safe manner, without damage. Individual delivery quantities shall be as determined by the **Contractor**.
- B. Unloading of material, at the designated delivery site, shall be the responsibility of the **Contractor**.
- C. Protect products during shipment and on site to maintain the original product characteristics.

4.3 STORAGE CONSIDERATIONS & WORK LIMITS

- A. Storage of Materials (On Site)
 - 1. Store hazardous products, such as asphalt materials, in accordance with applicable standards and laws.
 - 2. All materials shall be stored in a manner immediately accessible for inspection.
- B. The construction limits shall be the public roadway. The Contractor shall not store materials, or equipment, outside of the public right-of-way without written permission of the property owner.
- C. Any area disturbed by the Contractor outside of the work limits shall be regraded and reseeded by the **Contractor** at his own expense.

4.4 DELIVERIES AND ACCEPTANCE

- A. Deliver products in properly identified, original packaging or other containers with unbroken seals and manufacturer's labels, grade marks or other means of identification.
- B. Check each item for completeness of order, physical condition and conformance to the Contract Documents. **Reject** all products that do not conform to these requirements (*or restoration to original condition, as approved by the Township*).

4.5 SURFACE PREPARATION

- A. Clean the existing pavement surface of all dirt and extraneous material that would, in the opinion of the **Township**, prevent bonding and interference with the Seal Coat operation. All Work shall be done in accordance with currently ODOT approved 407.05.
- B. The surface shall be clean and dry prior to the Seal Coat application.
- C. Excess material, if any, shall be removed from the surface of project site(s) and legally disposed of by the **Contractor**, off the project site.

4.6 EXISTING STRUCTURES

- A. When castings and other structures are encountered, they shall be reset to established grade as required and the cost thereof shall be included in the Seal Coat item.

4.7 PLACEMENT OF SEAL COAT

- A. The **Contractor** shall notify the Township Road Superintendent or his representative forty-eight (48) hours prior to application of Seal Coat pavement on any road. Madison Township shall alert the motoring public of subject construction.
- B. The **Contractor** shall provide access at all times for fire, police and other emergency vehicles.
- C. One lane may be closed using flaggers, as per Standard Drawing MT-97.11.

4.8 TRAFFIC CONTROL AND SAFETY

- A. Traffic Control and Signs shall conform to the currently approved “**Ohio Manual of Uniform Traffic Control Devices**”.
- B. Maintain vehicular and pedestrian traffic during Seal Coat operations.
- C. Provide flag persons, barricades, warning signs and warning lights for the movement of traffic and safety, to cause the least interruption of traffic or Work under this Contract.
- D. The **Contractor** shall maintain furnished devices in proper working order.
- E. **Place “FRESH TAR” signs to warn traffic of sealing operations.**
 - 1. The words “**FRESH OIL**” may be substituted for “**FRESH TAR**”.
 - 2. Signs shall be currently “Ohio Manual of Uniform Traffic Control Devices” approved (Standard W-21-2).
 - 3. Contractor may, at his option, attach a **35 MPH “Advisory Speed Sign”** (W13-1P) below the warning sign.
 - 4. Signs shall be placed not less than 350 feet, nor more than 600 feet, in advance of an area being treated and at intermediate intersections.

4.9 LIMITATIONS

- A. Weather Conditions
 - 1. All work shall be done between July 1 and August 31 Year 2021.
 - 2. No bituminous material shall be applied when impending weather conditions are such that proper curing may not be obtained.
 - 3. No bituminous material shall be applied while the surface is wet.
 - 4. No bituminous material shall be applied unless the atmospheric temperature is 50° F and rising nor when the temperature has been below 40° F in the preceding 24 hours, unless otherwise approved by the Township.

B. Construction Noise

Activities and land use adjacent to this project may be affected by construction noise. In order to minimize any adverse construction noise impacts, any power-operated construction-type device shall not be operated between the hours of 7:00 pm and 7:00 am. In addition, any such device shall not be operated at any time in such a manner that the noise created substantially exceeds the noise customarily and necessarily attendant to the reasonable and efficient performance of such equipment.

C. Construction Limits shall be the public roadway.

D. Cleaning

1. Clean up at all times, keeping the project area free from accumulation of waste materials or rubbish caused by Work operations. At completion of Work, remove all waste materials and rubbish from and about the project areas, as well as all tools, construction equipment, machinery and surplus materials.

2. The **Contractor's failure** to clean up during construction and at the completion of the Work shall result in additional costs to the Contractor, if the **Township** has to clean up. *(The Township may do so as provided in the Standard General Conditions, Owner's right to correct defective Work.)* If a dispute arises between the Contractor and separate Contractors, as to their responsibility for cleaning up, the Township may clean up and the costs thereof may be charged to the Contractor(s) responsible, as determined by the **Township**.

4.10 INSTALLATION & TESTING

A. Single Seal Coat

1. Bituminous Seal Coat material shall be applied to the surface of the existing pavement using one coat of Asphalt Emulsion HFRS-2P applied at the rate of 0.40 gallon per square yard.
2. #8 aggregate shall be applied to the Seal Coat at a rate of 20 pounds per square yard, unless otherwise approved by the Township.
3. Cover Aggregate shall be rolled in accordance with current ODOT specification 422.08+422.09 with Equipment conforming to 422.03.

B. Testing.

1. The **Contractor** shall supply a sample of the HFRS-2P asphalt emulsion that is proposed to be used under this contract. These samples shall be tested by an independent testing laboratory at the contractor's expense, with the result submitted to the Madison Township Road Superintendent prior to the start of the "Test Strip".
2. The **Contractor** shall test the compatibility and adhesion of the materials and furnish to the **Township** the results of the test prior to beginning the work. The **Township** reserves the right to reject the materials and request other samples to be tested.

3. The **Contractor** shall apply the oil and stone to one mile of road as a “Test Strip” at least two weeks before the beginning of the work. If the test strip fails the **Contractor** shall make adjustments to his materials and application methods before performing another test section.
4. The **Township** may collect a sample of oil directly from the distributor on a daily basis. The samples shall be marked with location and dates and stored by the **Township**.

4.11 WORK BY THE TOWNSHIP

1. The **Township** proposes to repair and replace culverts and to do Spot Paving on portions of the road within the Work Limits, prior to Seal Coating.

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 DESCRIPTION

A. Work Included

1. Cooperate with the **Township’s** selected testing agency and all others responsible for testing and inspecting the Work.
2. Provide such other testing and inspecting, as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

B. Related Work

1. Documents affecting work of this Section include, but are not necessarily limited to:
 - a. General Conditions,
 - b. Supplementary Conditions,
 - c. Sections in Division 1 of these Specifications.
2. Requirements for testing may be described in various Sections of these Specifications.
3. Where no testing requirements are described, but the **Township** decides that testing is required, the **Township** may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

C. Work Not Included

1. Selection of Testing Laboratory
 - a. The **Township** will select a pre-qualified, independent testing laboratory.
 - b. The **Township** will pay for all services of the testing laboratory.

1.2 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the **Township** approval in accordance with ASTM E329.
- B. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials (ASTM).

1.3 QUALITY CONTROL

- A. Comply with pertinent provisions of other Sections of this Specification.
- B. Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in the progress of the Work.
- C. The Contractor shall designate a responsible individual, whose duty it shall be to coordinate work schedules with the **Madison Township Road Superintendent** and/or the testing laboratory.
- D. The Contractor shall furnish samples of materials, as required, for laboratory analysis at no cost to the Township.

PART 2 PRODUCTS

2.1 PAYMENT FOR TESTING

- A. Inspecting and testing, performed exclusively for the Contractor's convenience, shall be the sole responsibility of the Contractor.

PART 3 EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

- A. Representatives of the **Township** and/or the testing laboratory shall have access to all locations where the Work is in progress, including supplier's plant and material storage areas.

3.2 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. The testing laboratory will provide all sampling equipment and personnel. The testing laboratory will perform all deliveries of specimens and samples to the testing laboratory.
- B. Inspection shall include periodic sampling of materials incorporated in the Work. The Contractor shall restore voids in the finished work resulting from sampling.

3.3 SCHEDULES FOR TESTING

A. Establishing Schedule

1. By advanced discussion with the testing laboratory selected by the **Township**, the Contractor shall give the laboratory adequate time to perform its tests and to issue each of its findings.

B. Revising the Schedule

When changes of the construction schedule are necessary during construction, the Contractor shall coordinate all such changes with the testing laboratory.

C. Adherence to the Schedule

When the testing laboratory is ready to test (according to the established schedule), but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be charged to the Contractor and not to the **Township**.

NON-COLLUSION AFFIDAVIT

STATE OF _____) -

SS:

COUNTY OF _____ -

_____, - Being first duly sworn

deposes and says that he/she is the _____ of

_____, - the Bidder which
(NAME OF PROPOSER/BIDDER)

has submitted to the Board of Madison Township Trustees, Mansfield, Ohio a

bid/ proposal for _____

All as fully set forth in said bid/proposal; and that except as specified below, the
aforementioned bidder constitutes the only person, firm or corporation having an
interest in said bid or in any contract, benefit or profit which may, might or could
accrue or grow out of the acceptance in whole or in part of said bid/proposal, said
exceptions beings as follows:

Affiant further states that said bid/proposal is in all respects fair and is submitted
without collusion or fraud; and that no member of the Township Trustees or
officer or employee of said Township has direct or indirect interest in said
Bid/Proposal.

AFFIANT

**SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE
ABOVE-NAMED STATE AND COUNTY, this _____ day of _____, 20____.**

NOTARY PUBLIC

BID /Performance Bond of R. C. 153.57

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

(Name and Address)

as Principal, and _____ as Sureties, are hereby held and firmly bound into **Madison Township Trustees** as Obligee in the penal sum of _____

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

Signed and sealed this _____ day of _____, 2021.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

MADISON TOWNSHIP 2021 ROAD IMPROVEMENTS: 422 CHIP & SEAL
MADISON TOWNSHIP, RICHLAND COUNTY, OHIO

NOW, THEREFORE,

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

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

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

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

PRINCIPAL: _____

SURETY: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

SURETY COMPANY NAME/ADDRESS:

SURETY AGENTS'S NAME/ADDRESS:

	<u>Pat Lane</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>1035</u>	FT X	<u>19</u>	=	<u>2185</u>	Sq Yd		
Seal	<u>2185</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>874</u>	Gal.@		= \$
	<u>2185</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>22</u>	Ton@		= \$
									Total	\$

	<u>River Dr.</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>1035</u>	FT X	<u>20</u>	=	<u>2185</u>	Sq Yd		
Seal	<u>2185</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>874</u>	Gal.@		= \$
	<u>2185</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>22</u>	Ton@		= \$
									Total	\$

	<u>Wade Dr.</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>1035</u>	FT X	<u>20</u>	=	<u>2185</u>	Sq Yd		
Seal	<u>2185</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>874</u>	Gal.@		= \$
	<u>2185</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>22</u>	Ton@		= \$
									Total	\$

	<u>Nester Dr</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>1062</u>	FT X	<u>20</u>	=	<u>2360</u>	Sq Yd		
Seal	<u>2360</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>944</u>	Gal.@		= \$
	<u>2360</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>24</u>	Ton@		= \$
									Total	\$

	<u>Everett Lane</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>1290</u>	FT X	<u>20</u>	=	<u>2867</u>	Sq Yd		
Seal	<u>2867</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>1147</u>	Gal.@		= \$
	<u>2867</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>29</u>	Ton@		= \$
									Total	\$

	<u>Lepo Rd</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>4833</u>	FT X	<u>20</u>	=	<u>10740</u>	Sq Yd		
Seal	<u>10740</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>4296</u>	Gal.@		= \$
	<u>10740</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>107</u>	Ton@		= \$
									Total	\$

	<u>Fleming Falls</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>12900</u>	FT X	<u>19</u>	=	<u>27233</u>	Sq Yd		
Seal	<u>27233</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>10893</u>	Gal.@		= \$
	<u>27233</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>272</u>	Ton@		= \$
									Total	\$

	<u>Hull Rd</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>2813</u>	FT X	<u>19</u>	=	<u>5939</u>	Sq Yd		
Seal	<u>5939</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>2375</u>	Gal.@		= \$
	<u>5939</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>59</u>	Ton@		= \$
									Total	\$

	<u>Sites Rd</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>1473</u>	FT X	<u>19</u>	=	<u>3110</u>	Sq Yd		
Seal	<u>3110</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>1244</u>	Gal.@		= \$
	<u>3110</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>31</u>	Ton@		= \$
									Total	\$

	<u>Myers Rd.</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>639</u>	FT X	<u>18</u>	=	<u>1278</u>	Sq Yd		
Seal	<u>1278</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>511</u>	Gal.@		= \$
	<u>1278</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>13</u>	Ton@		= \$
									Total	\$

	<u>Chew Rd</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>6287</u>	FT X	<u>20</u>	=	<u>13971</u>	Sq Yd		
Seal	<u>13971</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>5588</u>	Gal. @		= \$
	<u>13971</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>140</u>	Ton@		= \$
									Total	\$

	<u>Taylor Rd</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>2317</u>	FT X	<u>18</u>	=	<u>4634</u>	Sq Yd		
Seal	<u>4634</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>1854</u>	Gal. @		= \$
	<u>4634</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>46</u>	Ton@		= \$
									Total	\$

	<u>Keffer Rd</u>			Rd.	<hr/>					
Type Work	<u>422</u>		<u>2704</u>	FT X	<u>17</u>	=	<u>5108</u>	Sq Yd		
Seal	<u>5108</u>	Sq. Yd. X	<u>0.40</u>	Gal.	<u>HFRS-2P</u>		<u>2043</u>	Gal. @		= \$
	<u>5108</u>	Sq. Yd. X	<u>20</u>	Lbs.	<u>#8 Crushed</u>		<u>51</u>	Ton@		= \$
									Total	\$

List of Roads to be resurfaced

Road Name	Cross Roads	Length	Width
Pat Lane	N Trimble Rd to Evertt Dr	1035	19
River Dr	N Trimble Rd to Evertt Dr	1035	20
Wade Dr	N Trimble Rd to Evertt Dr	1035	20
Nester Dr	N Trimble Rd to Evertt Dr	1062	20
Everett Lane	Poth Rd to Nester DR.	1290	20
Leppo Rd	St Rt 39 to Cairns Rd	4033	20
Fleming Falls Rd	SR. 545 to Mifflin Township Line	12900	19
Hull Rd	City Limits to Happy Hollow Day Camp	2813	19
Sites Rd	Railroad to Dead End	1473	19
Myers Rd	Chew Rd to Dead End	639	18
Chew Rd	Mansfield Lucas Rd. to Township Line	6287	20
Taylor Rd	Washington N Rd. to Mansfield Washington Rd.	2317	18
Keffer Rd	Washington North Rd. to Dead End	2704	17

Total price of the bid contract 422 Chip and Seal

Bidder name: _____

Total Bid Price: _____

Please spell out the total bid price.

Please place this page, as the First Page in your “SEALED BID”.

OWNER-CONTRACTOR AGREEMENT

1.1 AGREEMENT

A. Made as of the ____ day of _____ in the year of 2021.

B. By and between the Owners:

Madison Township Board of Trustees
817 Expressway Drive
Mansfield, Ohio 44905

And the Contractor:

1.2 ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents, as prepared by the Madison Township Trustee, Addendum No. ___ to ___, and all Change Orders accepted after execution of this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Terms used in this Agreement, which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

1.3 ARTICLE 2 – THE PROJECT

A. The Contractor shall perform all work and supply all materials required by the Contract Documents.

1.4 ARTICLE 3 – CONTRACT SUM

A. The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents.

OWNER-CONTRACTOR AGREEMENT

B. The Contract Sum is determined as follows:

1. Actual quantities of work complete and accepted based on the schedule of values provided by the Contractor and approved by the owner

1.5 ARTICLE 4 – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A. The Contractor shall begin work as soon as possible after execution of this Agreement, or on the agreed starting date, whichever is later and without further notice shall prosecute the Work diligently so as to assure Substantial Completion of the Work by Sept. 1, 2021. The provisions relating to the time of performance and completion of the Work included in this Contract are of essence of this Contract.

1.6 ARTICLE 5 – CONTRACT DOCUMENTS

A. The Contract Documents include all items listed in the Table of Contents, the General Conditions, and the Supplemental General Conditions.

B. The Contract Documents shall become a part of this agreement.

1.7 IN WITNESS WHEREOF

A.
signatures the day and year above mentioned
ATTEST:

The parties hereto have affixed their

Madison Township Board of Trustees

Fiscal Officer of the Board

Trustee

Trustee

Trustee

ATTEST:

CONTRACTOR:

By _____
Name Title

And _____
Name Title

Date: _____

I hereby certify that funds are available for this project.

Leanna Rhodes Fiscal Officer

CERTIFICATION OF CONTRACTOR COMPLIANCE

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

All agencies administering state construction projects require that contractors and subcontractors on these projects be enrolled in and in good standing in the Ohio Bureau of Worker's Compensation's Drug Free Workplace Program or similar program approved by the Bureau of Worker's Compensation.

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

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

Name of Company or Corporation

Address & Zip Code

Telephone Number

Name of Person certifying compliance

Title

Signature

Date of Enrollment

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

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

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

Should there be any questions regarding the use or meaning of any portion of these materials, questions should be directed to the Equal Opportunity Division at 4200 Surface Road, Columbus, OH 43228, Phone (614) 466-8380.

OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 6/16)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

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

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

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current

prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

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

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

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

The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

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

3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

5. DRUG-FREE WORKPLACE PROGRAM

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

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

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

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

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

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

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

See
<http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? ___Yes ___No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ___Yes ___No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, OR the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? ___Yes ___No

>>>If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal

Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website:
<http://das.ohio.gov/EOD/CCInputForm29.htm>

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants? ___Yes ___No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____	____/____/____	Signature of Authorized
Officer	Date	
_____		Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

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

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

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

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

11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

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

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

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

“APPENDIX C” OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

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

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

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