

Wayne Township 2019 Road Resurfacing Program

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Section I
Notice to Contractors

Legal Notice to Contractors

The Wayne Township Trustees (Clermont County) is accepting sealed bids for the furnishing of all labor and materials needed to construct: **Wayne Township 2019 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 State of Ohio Department of Transportation Bridge Design Manual, and other applicable standards in force on the date of letting and in accordance with the project specifications (including Special Provisions) on file with Wayne Township.

All bids must be submitted in a sealed envelope marked: **BID, Wayne Township 2019 Road Resurfacing Program**, and received at the Wayne Township Administration Building located at 6320 State Route 133, Goshen, Ohio 45122. Bids are to arrive no later than 12:00 p.m. local time, April 24, 2019. After which, all bids shall be opened and read publicly at 7:00 pm on April 24, 2019. All inquiries and bid documents, detailing the terms and conditions of the proposed improvement, may be downloaded from the Wayne Township website at Wayne-township.org. For questions related to the project or bid documents please contact Jason Browning at 513-276-1201.

The WAYNE TOWNSHIP TRUSTEES reserve the right to waive any informalities, reject any or all bids, and to hold such bids for a period of 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 this 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 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.

Bids will be opened:

April 24, 2019 at 7:00 p.m., during a Public Meeting, Wayne Township Administration Building

Section II
General Instructions to Bidders

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 Project of Wayne Township 2019 ROAD RESURFACING PROGRAM, in accordance with the Project Specifications and Special Provisions on file in the office of the Board of Trustees Wayne Township.
- 100.2 All bids submitted for consideration by the Wayne Township 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.

SECTION 200 THE TOWNSHIP

- 200.1 The Township is the Wayne Township Trustees, 6320 State Route 133, Goshen, Ohio 45122, and is referred to throughout the Contract Documents as if singular in number.
- 200.2 The Township is exempt from State sales tax. Contractors shall provide Exemption Certificate to the Township for signature as required. Each Contractor and subcontractor must procure Vendor's License as required by law. Wayne Township is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

SECTION 300 THE ENGINEER

- 300.1 The term Engineer shall be taken to mean the Clermont County Engineer.

SECTION 400 SUBMISSIONS 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 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.

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 Wayne Township Trustees, Clermont County, Ohio, within 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 2 above-referenced affidavits will disqualify the bid submitted for consideration. Should a bid be awarded, and the Township 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 Wayne Township Board of Trustees reserves the right to waive any informalities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the County and to hold such bids for a period of 60 days before taking any action.

400.6 Submit all information in triplicate.

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 60 days from the date of the bid opening.

400.10 Contractor hereby agrees to defend, indemnify, and hold Wayne Township 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 costs.

400.11 All materials and exhibits submitted in the bid response shall become the property of Wayne 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 Wayne Township 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 Wayne 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 Wayne Township 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 there from.

500.4 In case of default by the bidder or contractor, Clermont County 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 therefore to

the Township. 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. Neither the Township nor the Engineer will 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 Township.

SECTION 700 EXAMINATIONS 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 The Township 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 Township. The WAYNE TOWNSHIP 2019 ROAD RESURFACING PROGRAM will be awarded as soon as practicable, after opening of bids.

800.2 In determining the Bidder, the Township 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 and management skills.

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 Wayne Township'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. Wayne Township will consider awarding the Contract to the lowest and best bidder, but reserves the right to reject any or all bids.

800.4 The Wayne Township Trustees 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 Township'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 900 DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

900.1 All bidders shall execute the form developed by the Ohio Department of Public Safety, Division of Homeland Security, in accordance with Section 2909.33 of the Ohio Revised Code and submit the completed form with their bid package in triplicate (one original and two copies with each copy stamped "copy").

Section III
General Provisions

GENERAL PROVISIONS

CLERMONT COUNTY, OHIO

WAYNE TOWNSHIP 2019 ROAD RESURFACING PROGRAM

The specifications contained herein are meant as a supplement to the State of Ohio, Department of Transportation, Construction and Material Specifications in force on the date of letting, and is to be read in conjunction with and subordinate to said ODOT Specifications.

SECTION 100 DEFINITIONS

100.1 Township - Whenever the word "Township" is used, it shall be held to mean the Wayne Township Trustees, Clermont County, Ohio. The word "Township" 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 "Township" shall also mean "Owner."

100.2 Engineer - Whenever the word "Engineer" is used, it shall be held to mean the County Engineer of Clermont County, the Engineer's Deputy, Project Supervisor, or Inspectors delegated by the Engineer to supervise or inspect the work. The same interpretation shall apply to the word 'engineer' as used in the State of Ohio, Department of Transportation, Construction and Materials Specifications.

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 County - Shall, at all times, mean Wayne 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 Township 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 Township 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 Clerk of the Township 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 100 % of the amount bid or a certified check, cashier's check or irrevocable letter of credit in the sum of 10% 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 The Treasurer of Wayne Township, Clermont County, Ohio. If a surety bond is posted, it shall be made out to the Wayne Township Trustees.

200.6 Proposal Withdrawal - A bidder may withdraw his proposal, provided the request in writing is in the hands of the Clerk of the Township 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 Township. 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 Township 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 Township 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 to the contract, except where noted on the plans and in the specifications.

200.11 No Waiver of Legal Rights - Neither the inspection by the Township or by any duly authorized agents, nor any order, measurement, or certificate by the Township, or said agents, nor any order by the Township for the payment of money, nor any payment for, nor acceptance of, any work by the Township, nor any extension of time, nor any possession taken by the Township or its duly authorized agents, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Township, 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 Wayne Township, Clermont County, 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.

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 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 Township, in an amount equal to 100 % 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 10 days after the bidder has

received notice that the contract has been awarded. No proposal shall be considered binding upon the Township 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 10 days from date of award shall be just cause for the annulment of the award and the forfeiture of the bid guaranty to Wayne Township, 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 Township. 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.

SECTION 400 ENGINEER, WORK, AND PLANS

400.1 Authority of Engineer - The Township and Engineer has immediate charge of the engineering details of each construction project. The Township and Engineer is responsible for the administration and satisfactory completion of the project. The Township and Engineer has the authority to reject defective material and to suspend any work that is being improperly performed.

400.2 Errors and Omissions –The Township and Engineer reserve the right to correct by change order any errors or omissions in said plans or speculations wherever such correction is necessary for the proper fulfillment of the intention of the plans or specifications.

400.3 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 Township and/or Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

400.4 Pre-Construction Meeting - Following the award of the contract and prior to beginning any work, the contractor and his superintendent, shall meet with the Township and Engineer 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.

400.5 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 Township. It is emphasized that damage to vegetation, especially trees, shall be held to an absolute minimum.

400.6 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 Township to be effective in the event of a spill. Dust shall be kept to a minimum.

400.7 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 Township 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 Township.

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 Township 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 Township a Supplemental Agreement setting forth the adjustment shall be executed by the Township and the Contractor. The Contractor shall perform the work as increased or decreased and compensation for materials shall be adjusted per unit price bid.

NOTE: All change orders shall be in writing. The Township shall not pay any increase in expense if not accompanied by an approved change order.

500.4 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 Township shall postpone the completion date by the number of calendar days they determine.

500.5 Date of Completion - The Contractor shall have completed the work on or before the calendar date specified in the Bid Proposal. Otherwise the Township may proceed per Sections 500.6 and 500.7 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 Township shall postpone the completion date by the number of calendar days they determine.

500.5.1 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 Township to be equitable.

500.5.1.1 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.

500.5.2 No time extensions will be granted for any delay or suspension of the work due to fault of the Contractor. Extensions of time shall be granted to the Contractor for unforeseen causes only if the application for such an extension is filed to the Township within 15 days of the date of termination or delay of the project or prior to the completion date, whichever is sooner.

500.5.3 Postponement of the completion date shall be immediately recorded by the appropriate journal entry by the Township and the Contractor formally advised. If the Township 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.

500.5.4 If the Township 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.

500.5.5 Should the Contractor files any bankruptcy related action such as Chapter 7 or Chapter 11 or placed in receivership, the Township has the option of terminating this Contract and seek alternative completion. The Contractor will be paid for work completed to date, less any damages or expenses incurred by the Township in re-bidding the project, awarding it elsewhere, or completing it itself.

500.6 Township to Complete Work In Case of Failure - If in the opinion of the Township, 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 Township shall have full power and authority, upon notice in writing to the Contractor of the Township's intent to proceed to complete the work provided at least 14 days in advance, 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 Township shall require the Contractor, or the surety on his bond, to pay the cost of completing the work.

500.6.1 The Township 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.

500.6.2 If the conditions beyond the control of the Township 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 Township 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 Township.

500.7 Failure to Complete by Specified Date and Extension of Time - The parties hereto acknowledge that damages arising from the failure of the Contractor to complete the contract on or before the completion date are difficult to establish and calculate with certainty. Should the Contractor fail to complete the work herein contracted for on or before the date agreed upon as mentioned elsewhere in the contract, or a late date set by the Township as here before provided, he shall be liable for, and shall pay the township an amount considered liquidated damages of \$700 for each day after the contractual completion date until all work required under the Contract Documents is actually completed and accepted.

500.8 Suspension of Work - For such a period as is necessary or during such time the weather is unsuitable for proceeding with the work, the Township 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.

500.9 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 Township may direct. Completed portions of the roadway shall be opened to travel as directed by the Township, 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 Township notice of his intention at least 24 hours in advance of commencement.

500.10 When Estimates May Be Withheld - Estimates may at anytime be withheld or reduced if, in the opinion of the Township, 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.

500.11 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.

SECTION 600 CONTRACTOR INSURANCE REQUIREMENTS

The insurance required shall be written for not less than the following, or greater if required by law as listed below:

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 Township and concurred by the Engineer. 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 Township 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 \$1,000,000.00 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 \$1,000,000.00 on the account of any one occurrence.

600.3.4 Property Damage Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence with General Liability extended to provide "Broad Form Property Damage Liability" and in an amount of not less than \$2,500,000.00 on the account of any one occurrence.

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

600.4 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 Township 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 Township with the executed contract in the form of a Certificate of Insurance, naming The Wayne Township Trustees as the Certificate holder.

600.4.1 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.

600.4.2 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 hold the Township harmless from any liability or judgment and will indemnify the Township from such liability.

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 Wayne Township, Clermont, Ohio. The contractor shall furnish the Board with an

affidavit every 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 Township prior to any partial payment(s) an affidavit IAW ORC 1311 (Mechanics Liens) listing money owed or paid to all subcontractors, laborers, or materialmen, and the Township, 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 92 percent of the estimates prepared by the Contractor and approved by the Township. All labor performed after the project is 50 percent complete shall be paid for at the rate of (100 percent of the estimates submitted by the Contractor and approved by the Township. The aforementioned requirements are pursuant to Section 153.13 of the Ohio Revised Code.

700.2.1 From the date the contract is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the contract to the person(s) with whom the Township has contracted, except in the case of contracts the total cost of which is less than \$15,000, 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 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 Township. All land on which a temporary easement existed shall be returned to its pre-construction 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 Township shall, within 10 days, unless otherwise provided, make the final inspection.

700.5 Final Payments - The Township shall, as soon as possible after the completion of the entire work, certify such completion to the Township, and the Township shall pay the

entire sum so found to be due hereunder, after deducting there from 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 Township 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 sub-contractor(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.

SECTION 800 CLOSE-OUT PROCEDURE

- 800.1 When the Township 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 Township, 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 Township will conduct an inspection. A list of items requiring completion or correction will be issued. If the Township approves the Contractor's claim of Substantial Completion, the Contractor will prepare a "Certificate of Substantial Completion" for acceptance by the Township and the Engineer. 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 Township 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 Township.

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 Township 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 Township 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 Township.

800.6 The Township shall approve the "Final Certificate for Payment"; execute and forward 3 copies to the Township. Any Contract or Contractor not receiving Township approval shall be deleted from the "Final Certificate for Payment."

800.7 The Township shall approve the "Final Certificate for Payment," deleting any unacceptable Contracts or Contractors, and return 2 executed copies to the Township. Final checks shall then be distributed by the Township 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 Clermont County Engineer's Safety/Risk Manager 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 PERMITS

- 1000.1. 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.

Section IV
Special Provisions

**SPECIAL PROVISIONS
CLERMONT COUNTY, OHIO
WAYNE TOWNSHIP 2019 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 Township 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 Engineer by the Contractor.
- 100.2 Testing - An independent testing firm will provide materials testing and certification for the Township. The testing agency shall have all necessary access to the job site, materials sources and stockpiles during the work. The source of materials may not be changed during the life of the project without written permission from the Township.
- 100.3 Bridges - The Contractor is responsible for knowing the weight limits of all bridges to be traveled for the purpose of getting materials or equipment to the job site. The Contractor shall make the necessary adjustments in vehicle size or loading to accommodate any or all restrictions. Note some bridge decks may not be resurfaced.
- 100.4 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).
- 100.5 Intersections, Mailbox Turnouts, and Driveways - These areas shall be included as an incidental to 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 intersection or driveways. The length and area to be paved outside of the edge of pavement for mailbox turnouts shall be as stipulated by the Township.

All cost associated with performing this project shall be included in the line items. All maintenance of traffic, surface preparation, restoration, etc. shall be considered incidental to the bid items. Wayne Township will be preparing each road by repairing pot holes and general repairs, however, the Contractor shall be responsible for all work associated with performing the bid items (including surface preparation).

Section V
Bid Proposal & Bid Guaranty

Bid Proposal and Bid Guaranty

Township Road Resurfacing

ROAD	AREA	UNIT PRICE (\$)	QTY (TONS)	TOTAL JOB COSTS (\$)
Shiloh Road	0.868 miles			
Roudebush Road	0.7 miles			
Jordan Road	0.75 miles			

1. Total project dollars for this job \$130,500.00
2. One (1) inch Top Course using material listed below
3. Grind butt joints where adjoins other roads
4. Material Requirement: 404 Asphalt
5. Tack Pavement with #409 tack coat at 0.1 gallon per square yard
6. Seal edges with A/C 20 cement
7. Price to include all labor and material including necessary cleaning and sweeping of pavement
8. Contractor to provide necessary signs and flag person for safety
9. Bidders must be in compliance with GENERAL BID SPECIFICATIONS including bond for contracts over \$1,000
10. Project to be completed no later than August 30, 2019
11. Contractor will be responsible for safety and health of all employees and holds

COMPANY NAME & ADDRESS: _____

SIGNATURE & TITLE: _____ DATE: _____

WAYNE TOWNSHIP BOARD OF TRUSTEES

ACCEPTED BY: _____

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 The Wayne Township Trustees, herein after called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee, on _____, 20____ to undertake the Project known as:

Wayne Township 2019 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 \$_____.

(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 Clermont County Commissioners 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 & Attachments

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

CLERMONT COUNTY, OHIO

WAYNE TOWNSHIP 2019 ROAD RESURFACING PROGRAM

_____, _____,
(PLEASE TYPE OR PRINT NAME OF FIRM) (AGENT/OWNER FOR FIRM)

Personally appeared before me, the undersigned, a Bidder in competitive bedding for a Construction Contract to be let by the [County of Clermont, Ohio] [Wayne Township Trustees], 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 _____, 2019.

(NOTARY PUBLIC)

My Commission expires on _____, _____.

(SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

CLERMONT COUNTY, OHIO

WAYNE TOWNSHIP 2019 ROAD RESURFACING PROJECT

_____, _____,
(PLEASE TYPE OR PRINT FULL NAME) (TITLE/POSITION)

being duly sworn, does 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 Affiant, 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 Board of Clermont County Commissioners 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 Affiant.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____ day of _____, 2019.

(NOTARY PUBLIC)

My Commission expires on _____.

(SEAL)

