

PROPOSAL
MARION TOWNSHIP
HENRY COUNTY, OHIO
TOWNSHIP ROAD IMPROVEMENTS

Kenneth Busch, Trustee
Thomas Mangas, Trustee
R. Scott Schwiebert, Trustee
Deborah Glore, Fiscal Officer

LETTING – July 10, 2012 at 8:30 P.M.

DO NOT SUBMIT MORE THAN ONE PROPOSAL FOR EACH BID

Submitted By: _____

Street: _____

Post Office: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

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LEGAL NOTICE

NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the Marion Township Fiscal Officer, corner of Randolph and Marion Streets, Hamler, Ohio until Tuesday, July 10, 2012 at 8:30 P.M. for the improvement of the following described road:

1. Road E from the CSX Railroad to Road 8B
2. Road E from the I&O Railroad to Road 8B
3. Road 5A from Road P to Road P3
4. Road 16B from Road M2 to 2,060 feet North of Road M2
5. Road D from Road 8B to Road 7
6. Road 10 from Road A to Road B
7. Road 10B from Road Y to Road D
8. Road 1D from Road S3 to Road T3
9. Road M1 from Road 17D to 910 feet West of Road 17D
10. School/Fisher Street from Road 17D to Road M1

Marion Township, Henry County, Ohio, in accordance with estimates and specifications on file with the Marion Township Fiscal Officer.

Bidding documents and plans can be obtained online under the "Bid Request Listing" tab at www.henrycountyengineer.com.

A portion of the project will be funded by the Local Transportation Improvement Program as administered by the Ohio Public Works Commission.

All Contractors and Subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, Contractor compliance with the equal employment opportunity requirements of the Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and the Governor's Executive Order 84-9 shall be required.

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. Each bidder is required to file with this bid a bid guarantee in the form of either:

1. A bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount bid; or
2. A certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of ten (10%) percent of the bid.

Bid guarantee must be provided that if the contract be awarded on such bid, the bidder will enter into a contract and the performance of it will be properly secured. The successful bidder, if using a 10% bid guarantee, shall be required to provide a contract performance and payment bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid.

Estimated total cost of the improvement is \$597,870.00.

Prevailing Wage Rates per Section 4115 of the Ohio Revised Code shall prevail on said project.

The contract will be awarded to the lowest and best bidder.

The said Board reserves the right to reject any or all bids.

BY ORDER OF
THE BOARD OF TRUSTEES
MARION TOWNSHIP
HENRY COUNTY, OHIO
By: Deborah Glore, Fiscal Officer
P.O. Box 82
Hamler, OH 43524

Please publish the above Legal Notice one time:
June 19, 2012

NOTICE TO BIDDERS

INSURANCE

Bidders that are prequalified with the Ohio Department of Transportation as per Item 102.01 of ODOT's "Construction and Materials Specifications" at least ten (10) days before the date of the bid opening have demonstrated that they maintain proper insurance coverage may waive the insurance requirement of these specifications.

Those bidders that are not prequalified with the Ohio Department of Transportation must show proof, with Certificate of Insurance, the following insurance requirements.

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or, (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. The Township, its elected officials and employees shall be named as additional insureds with respect to all activities under any contract resulting from this bidding. These certificates shall contain a provision that coverage afforded under policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER. The CONTRACTOR must replace certificates for any insurance expiring prior to the effective end date under any contract resulting from this bidding.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims from personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR OR BY A SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Worker's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT are not protected under Worker's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. A copy of the CONTRACTOR'S valid Worker's Compensation certificate shall be submitted with this bid.

INDEMNIFICATION/HOLD HARMLESS

The CONTRACTOR shall indemnify and hold harmless the Township, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the CONTRACTOR, any SUBCONTRACTOR, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

PROJECT SCOPE

The project consists of:

1. Road E from CSX RR to Road 8B is to be widened from 16' to 18' with 5" of 301 asphalt concrete base and resurfaced with 1.5" of 448 asphalt concrete

2. Road E from I&O RR to Road 8B is to be widened from 15' to 18' with 5" of 301 asphalt concrete base and resurfaced with 1.5" of 448 asphalt concrete
3. Road 5A from Road P to Road P3 is to be widened from 10.25' to 16.25' with 5" of 301 asphalt concrete base and resurfaced with 1.5" of 448 asphalt concrete
4. Road 16B from Road M2 North 2060' is to be reclaimed at full depth (12") and width and replaced with a chemical stabilized base course (Appendix D)
5. Road D from Road 8B to Road 7, Road 10 from Road A to Road B, Road 10B from Road Y to Road D, Road 1D from Road S3 to Road T3 are all to be resurfaced with 448 asphalt concrete at a thickness of 1.5".
6. Road M1 from Road 17D West 910' is to be resurfaced with 448 asphalt concrete at a thickness of 2".
7. School/Fisher Street from Road 17D to Road M1 is to be resurfaced with 448 asphalt concrete at a thickness of 1.25".

Excavated materials on the above items 1 through 3 are to be placed adjacent to the new pavement for shoulder embankment/berm. All projects includes berm work and drive approaches

SPECIFICATIONS

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2010 together with any modifications to same as stated in this proposal shall govern these improvements.

Specifications for Road 16B (Chemical Stabilization Specifications) can be found in Appendix D.

SPECIFIC PROJECT NOTES

Asphalt binder price adjustment does not apply.

The 448 surface asphalt shall be Type 1M, PG 64-22. All 448 material shall be placed at full width. Instead of full width paving, the Contractor may use hot joint construction using multiple pavers.

"Formed or Butt-Type" construction joints shall be constructed at all pavement termini unless otherwise directed by the Township Trustees or County Engineer.

All aggregates used shall be quarry run aggregate from an O.D.O.T. approved source. The course aggregates used in the asphalt mixes shall be from crushed stone or gravel. The fine aggregates used in the mix designs shall be of natural sand or sand manufactured from stone or gravel. There shall be **NO** slag materials allowed in any mix design.

Unless otherwise directed, construct an apron one (1') foot wide at unpaved driveways and mailbox approaches on sections of roadway that are being resurfaced with asphalt concrete.

MAINTENANCE AND GUARANTEE PERIOD

The CONTRACTOR shall be responsible for all construction for one (1) year after project completion and acceptance. The CONTRACTOR shall make corrections as necessary by reason of noted defects. The Trustees will give notice of observed defects with reasonable promptness. In the event that the

CONTRACTOR fails to make repairs, adjustments or complete other work which may be required by such defects, the Trustees may do so and charge the CONTRACTOR the costs incurred.

TESTING

Unless otherwise designated, tests required on materials and products in accordance with AASHTO, ASTM or methods on file in the office of the Director will be made by and at the expense of the CONTRACTOR.

All aggregate used in conjunction with this project must be from an ODOT prequalified source.

MAINTAINING TRAFFIC

Local traffic only shall be maintained for access to and from home sites. Lights, signs and barricades shall be provided by the CONTRACTOR and placed in accordance with the Ohio Manual of Uniform Traffic Control Devices. Maintaining traffic in accordance with the above provisions shall be included for payment in the lump sum for Item 614, Maintaining Traffic.

Temporary pavement markings shall be placed upon the centerline of the surface at approximately 50 foot intervals for any pavements with widths of 16' or greater. The temporary pavement marking shall be paid for under Item 448.

UNDERGROUND UTILITIES

Prior to any construction requiring excavation activity, the CONTRACTOR shall contact the Ohio Utility Protection Service (OUPS) at 1-800-362-2764 for location of any underground utilities at least two (2) working days prior to any activity. Non-OUPS members must be called directly.

NOTICE TO COUNTY ENGINEER

The CONTRACTOR shall provide the County Engineer with a minimum of 48 hours advance notice prior to the commencement of any work.

AWARD OF PROJECT

The bid may be awarded or tabled at the formal opening; award of the project will be made at the time designated by the Board of Township Trustees following a review to verify bid compliance with all requirements and following the finalizing of the funding agreement between the Marion Township Trustees and the Ohio Public Works Commission.

PROJECT COMPLETION DATE

The project shall be completed on or before October 31, 2012.

For each calendar day that any work shall remain uncompleted after the stated completion date the appropriate sum, in accordance with the schedule of liquidated damages per Section 108.07 of the Standard Specifications of the State of Ohio Department of Transportation, will be deducted from any

monies due the CONTRACTOR, not as a penalty but as liquidated damages; provided however, that due account shall be taken of any adjustment of the completion date granted by the Board of Trustees of Marion Township.

Once a roadway is closed for commencement of the project, the CONTRACTOR shall proceed without undue delay to complete the project in a timely manner and avoid prolonged interruption of traffic on the roadway. Delays in the work following an initial start which are not attributable to weather or seasonal conditions shall be considered days beyond completion and the CONTRACTOR will have deducted from any monies due him according to the schedule of liquidated damages per Section 108.07 of the Standard Specifications of the State of Ohio Department of Transportation.

A work day will be counted as lost if the CONTRACTOR'S efficiency is reduced more than fifty (50%) percent on the critical items under construction at that time. Weekends and holidays will not be counted as lost work days.

PREPARATION OF PROPOSAL

The blank spaces in the proposal must be filled in correctly, where indicated, and written in ink. Bid sheets can also be obtained in excel format and substituted in the packet where the bid sheets are located.

BID PROPER

The bidder is required to fill in, in the "Unit Price Bid" column, a unit price for addition opposite each item for which there is a quantity given in the "Approximate Unit Quantities" column. The gross sum of the totals in the "Total Amount Bid" column shall equal the sum (shown on Page 17 of this proposal) for the work.

The total given on Page 11 is only for the convenience of the Marion Township Trustees in reading bids.

The unit prices specified in the "Unit Price Bid" column will govern the award of the Contract. The unit prices bid shall remain in effect and held firm during the term of the Contract.

The CONTRACTOR shall make extensions in the "Total Amount Bid" column and also add up the totals. However, the unit prices specified, together with the approximate quantities shall determine the total amount of the bid. If there is an error made in the extensions by the Bidder, the total shall be changed as only the unit prices shall govern.

The quantities in the "Approximate Unit Quantities" column are those given in the Engineer's approximate estimate and are those which will be used in determining the total amount of each proposal for this improvement and for the purpose of determining the lowest bidder. It is understood that these quantities are approximate only. The bidder must give a unit price for each item listed. Failure to do so will render the bid informal at the discretion of the Marion Township Trustees.

BID GUARANTEE

Payable to the Board of Trustees of Marion Township.

Each bidder is required to file with his bid a bid guarantee in the form of either:

1. A bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid; or
2. A certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of ten (10%) percent of the bid, payable to the Board of Trustees of Marion Township.

Bid guarantee must be provided as guarantee that if the contract be awarded on such bid, the bidder will enter a contract and the performance of it will be properly secured. The successful bidder if using a 10% bid guarantee, shall be required to provide a contract performance and payment bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid.

ADDRESS

Proposal must be sealed and addressed: Marion Township Trustees
P.O. Box 82
Hamler, Ohio 43524

and envelope marked: Township Road Improvement Project and with the name and address of the bidder.

TIME

Bids are to be opened at 8:30 P.M., Tuesday, July 10, 2012.

PLACE

Office of the Marion Township Trustees
Township Hall
440 Marion Street
Hamler, Ohio 43524

OHIO PRODUCTS

CONTRACTORS and SUBCONTRACTORS shall, to the extent practicable, use Ohio products, materials, services and labor in connection with the project. 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 office of the Department of Administrative Services.

COMPLIANCE NOTES

PREVAILING WAGE RATES AS PER SECTION 4115 OF THE OHIO REVISED CODE SHALL PREVAIL ON THIS PROJECT.

A COPY OF THE APPLICABLE WAGE RATES MAY BE OBTAINED FROM THE STATE OF OHIO WAGE AND HOUR DIVISION VIA THE INTERNET AT THE FOLLOWING WEB SITE:

<http://www.com.ohio.gov/laws>

SHOULD THE BIDDER NOT HAVE ACCESS TO THE INTERNET, A COMPLETE SET OF THE APPLICABLE WAGE RATES ARE AVAILABLE AT THE OFFICE OF THE HENRY COUNTY ENGINEER. A COPY WILL BE PROVIDED IF REQUESTED.

THE SUCCESSFUL BIDDER WILL BE PROVIDED A HARD COPY OF THE PREVAILING WAGE RATES AS A PART OF THE CONTRACT DOCUMENTS.

ANY RATE CHANGES RECEIVED FROM THE STATE WAGE AND HOUR DIVISION DURING THE TERM OF THE CONTRACT WILL BE PROVIDED IN HARD COPY TO THE CONTRACTOR.

MARION TOWNSHIP IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF 153.59 AND 153.60 OF THE OHIO REVISED CODE WITH RESPECT TO DISCRIMINATION AND INTIMIDATION ON ACCOUNT OF RACE, CREED, SEX ;HANDICAP OR COLOR.

THE CONTRACTOR IS REMINDED THAT COMPLETE COMPLIANCE WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS CURRENTLY IN EFFECT IS MANDATORY ON ALL WORK COMPLETED UNDER THIS PROPOSAL/CONTRACT.

PROJECT PROPOSAL

To: Marion Township Trustees
Henry County, Ohio

The undersigned, having full knowledge of the site and specifications for the following improvements and the conditions of this proposal hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project according to the specifications and completion time, and to the acceptance of the Board of Marion Township Trustees of Henry County, and to accept the unit prices specified for each item as full compensation for the work in this proposal.

The total amount of the bid, based on the approximate quantities given and the unit prices specified by the bidder amount the SUM OF _____
_____ DOLLARS (\$_____).

UNIT PRICE CONTRACT

The undersigned further agrees to accept the following "Unit Bid Prices" in compensation for any additions or deductions caused by any changes or alterations in the specifications of the work. The unit prices bid shall remain in effect and held firm during the term of the contract.

The "Gross Sum" of the totals in the "Total" column shall equal the sum (Given Above) bid for the work.

Marion Township Project (Bid sheets can also be found in Microsoft Excel format online)

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
Marion Township Road E from CSX Railroad to Road 8B Length: 5,300 L.F. or 1.00 miles Width: 16 feet, widen to 18 feet, 2 feet on north side (10,635 S.Y. including driveway/mailbox and radius work) Type: ODOT Spec 448 Surface Course w/ 617 Berm @12 inches wide each side								
M1	203	165	C. Y.	Excavation for Widening Including Embankment	\$	\$	\$	\$
M2	204	1,180	S.Y.	Subgrade Compaction	\$	\$	\$	\$
M3	301	165	C.Y.	Asphalt Concrete Base Placed and Compacted at depth of 5"	\$	\$	\$	\$
M4	407	535	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
M5	448	445	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 1 1/2 inches	\$	\$	\$	\$
M6	617	65	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 2"	\$	\$	\$	\$
M7	Spec.	2	Each	Formed Construction Joint (34 L.F.)	\$	\$	\$	\$
M8	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
M9	624	1	L.S.	Mobilization	\$	\$	\$	\$
M10	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			
Marion Township Road E from Road 8B to the I&O Railroad Length: 1,365 L.F. or 0.26 miles Width: 15 feet, widen to 18 feet, 3 feet on north side (2,758 S.Y. including driveway/mailbox and radius work) Type: ODOT Spec 448 Surface Course w/ 617 Berm @12 inches wide each side								
M11	203	65	C. Y.	Excavation for Widening Including Embankment	\$	\$	\$	\$
M12	204	455	S.Y.	Subgrade Compaction	\$	\$	\$	\$

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
M13	301	65	C.Y.	Asphalt Concrete Base Placed and Compacted at depth of 5"	\$	\$	\$	\$
M14	407	140	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
M15	448	115	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 1 1/2 inches	\$	\$	\$	\$
M16	617	25	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 3"	\$	\$	\$	\$
M17	Spec.	2	Each	Formed Construction Joint (36 L.F.)	\$	\$	\$	\$
M18	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
M19	624	1	L.S.	Mobilization	\$	\$	\$	\$
M20	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			
Marion Township Road D from Road 8B to Road 7 Length: 7,935 L.F. or 1.5 miles Width: 18 feet (15,970 S.Y. including driveway/mailbox and radius work) Type: ODOT Spec 448 Surface Course w/ 617 Berm @12 inches wide each side								
M21	407	800	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
M22	448	665	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 1 1/2 inches	\$	\$	\$	\$
M23	617	100	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 2"	\$	\$	\$	\$
M24	Spec.	2	Each	Formed Construction Joint (68 L.F.)	\$	\$	\$	\$
M25	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
M26	624	1	L.S.	Mobilization	\$	\$	\$	\$
M27	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
Marion Township Road 10 from Road A to Road B								
Length: 5,320 L.F. or 1.01 miles								
Width: 15 feet (8,915 S.Y. including driveway/mailbox and radius work)								
Type: ODOT Spec 448 Surface Course w/ 617 Berm @12 inches wide each side								
M28	407	450	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
M29	448	375	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 1 1/2 inches	\$	\$	\$	\$
M30	617	70	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 2"	\$	\$	\$	\$
M31	Spec.	2	Each	Formed Construction Joint (55 L.F.)	\$	\$	\$	\$
M32	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
M33	624	1	L.S.	Mobilization	\$	\$	\$	\$
M34	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			
Marion Township Road 10B from Road Y to Road D								
Length: 5,260 L.F. or 1.00 miles								
Width: 16 feet (9,400 S.Y. including driveway/mailbox and radius work)								
Type: ODOT Spec 448 Surface Course w/ 617 Berm @12 inches wide each side								
M35	407	470	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
M36	448	395	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 1 1/2 inches	\$	\$	\$	\$
M37	617	65	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 2"	\$	\$	\$	\$
M38	Spec.	2	Each	Formed Construction Joint (95 L.F.)	\$	\$	\$	\$
M39	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
M40	624	1	L.S.	Mobilization	\$	\$	\$	\$

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
M41	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			
Damascus Township Road 5A from Road P to Road P3 Length: 2,650 L.F. or 0.5 miles Width: 10.25 feet, widen to 16.25 feet, 6 feet on West side (4,809 S.Y. including driveway/mailbox and radius work) Type: ODOT Spec 448 Surface Course w/ 617 Berm @ 24 inches wide each side								
D1	203	250	C. Y.	Excavation for Widening Including Embankment	\$	\$	\$	\$
D2	204	1,770	S.Y.	Subgrade Compaction	\$	\$	\$	\$
D3	301	250	C.Y.	Asphalt Concrete Base Placed and Compacted at depth of 5"	\$	\$	\$	\$
D4	407	245	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
D5	448	200	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 1 1/2 inches	\$	\$	\$	\$
D6	617	131	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 4"	\$	\$	\$	\$
D7	Spec.	2	Each	Formed Construction Joint (82 L.F.)	\$	\$	\$	\$
D8	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
D9	624	1	L.S.	Mobilization	\$	\$	\$	\$
D10	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			
Napoleon Township Road 16B from Road M2 North 2,060 feet Length: 2,060 L.F. or 0.39 miles Width: 14 feet (3,205 S.Y. including radius work) Type: Chemical (Cement) Stabilization, Specifications can be found in Appendix D								
N1	Spec.	3,205	S.Y.	Full Depth, Chemical Stabilized Base Course (12", 12") Pass # 1 is 12" deep and 14' Wide Pass # 2 is 12" deep and 14' Wide	\$	\$	\$	\$

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
N2	204	3,205	S.Y.	Subgrade Compaction	\$	\$	\$	\$
N3	209	2,060	L.F.	Linear Grading	\$	\$	\$	\$
N4	Spec.	86	Tons	Portland Cement (53.9 Lbs/SY)	\$	\$	\$	\$
N5	Spec.	14.5	M Gal	Water	\$	\$	\$	\$
N8	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
N9	624	1	L.S.	Mobilization	\$	\$	\$	\$
N10	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			
Napoleon Township Road M1 From Road 17D West 910 feet Length: 910 L.F. or 0.17 miles Width: 18 feet (1,870 S.Y. including driveway/mailbox and radius work) Type: ODOT Spec 448 Surface Course w/ 617 Berm @ 12 inches wide each side								
N11	407	95	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
N12	448	105	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 2 inches	\$	\$	\$	\$
N13	617	15	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 2"	\$	\$	\$	\$
N14	Spec.	2	Each	Formed Construction Joint (128 L.F.)	\$	\$	\$	\$
N15	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
N16	624	1	L.S.	Mobilization	\$	\$	\$	\$
N17	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			
Napoleon Township School/Fisher Street from Road 17D to Road M1 (in Okolona) Length: 800 L.F. or 0.15 miles Width: 18 feet (1,680 S.Y. including driveway/mailbox and radius work) Type: ODOT Spec 448 Surface Course w/ 617 Berm @ 12 inches wide each side								

Ref. No.	Item No.	Quant.	Units	Item	ITEMIZED PROPOSAL			
					Unit Price		Total Unit Price Bid	TOTAL AMOUNT BID
					Labor	Materials		
N18	407	85	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
N19	448	60	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 1 1/4 inches	\$	\$	\$	\$
N20	617	10	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 2"	\$	\$	\$	\$
N21	Spec.	2	Each	Formed Construction Joint (88 L.F.)	\$	\$	\$	\$
N22	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
N23	624	1	L.S.	Mobilization	\$	\$	\$	\$
N24	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			
Washington Township Road 1D from Road S3 to Road T3								
Length: 5,360 L.F. or 1.02 miles								
Width: 12 feet (7,285 S.Y. including driveway/mailbox and radius work)								
Type: ODOT Spec 448 Surface Course w/ 617 Berm @ 12 inches wide each side								
W1	407	365	Gal	Bituminous tack coat applied to existing pavement at rate of 0.05 gallons per square yard	\$	\$	\$	\$
W2	448	304	C.Y.	Asphalt concrete surface course PG 64-22, Type 1M applied, spread and compacted at the average depth of 1 1/2 inches	\$	\$	\$	\$
W3	617	66	C.Y.	Stabilized crushed aggregate berm in place and compacted at the average depth of 2"	\$	\$	\$	\$
W4	Spec.	2	Each	Formed Construction Joint (137 L.F.)	\$	\$	\$	\$
W5	614	1	L.S.	Maintaining Traffic	\$	\$	\$	\$
W6	624	1	L.S.	Mobilization	\$	\$	\$	\$
W7	103.05	1	L.S.	Contract Performance & Payment Bond	\$	\$	\$	\$
Total					\$			

Total of Entire Bid

\$	-
-----------	----------

(Name of Corporation)

* Please staple certified check, cashier's check, letter of credit, or bid guarantee bond here *
(This page must be executed, in the appropriate place, prior to submission of this bid.)

WRITTEN CONTRACT

On acceptance of the Proposal for said work, I/we do hereby bind myself/ourselves this _____ day of _____, 2012, to enter into a written contract with the Marion TOWNSHIP BOARD OF TRUSTEES within ten (10) days from the notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

(Name) (Post Office Address)

**IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME,
SIGN BELOW:**

(Trade Name) (Post Office Address)

_____ Sole Owner

By: _____

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership) (Post Office Address)

By _____
(Post Office Address)

(Partner) (Post Office Address)

(Partner) (Post Office Address)

(Partner) (Post Office Address)

IF A JOINT BID, SIGN BELOW:

(Name) (Name)

By _____ By _____

(Post Office Address) (Post Office Address)

IF A CORPORATION BID, SIGN BELOW:

Incorporated under the laws of the State of _____

By _____ (Signature)

Title of Officer Signing

BID GUARANTY AND CONTRACT BOND

(Section 153.571, Ohio Revised Code)

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

(Name and Address)

as Principal and _____

(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto Marion Township as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as: _____

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

dollars (\$_____).

(if the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For 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 of 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 lowest 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 and mailing notices to prospective bidders, whichever is less, then his obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; 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 materialism 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 claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligation of said Surety on its 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 _____, 2012.

PRINCIPAL:

By: _____

Title: _____

Surety: _____

By: _____
(Attorney-in-Fact)

SURETY COMPANY ADDRESS:

Street

City State Zip

Telephone

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

NON-COLLUSION AFFIDAVIT

State of Ohio

County of _____: ss.

I, _____,
(Name of Party Signing Affidavit) (Title)

being duly sworn, do depose and say:

That _____
(Insert name of individual, Co-partnership, or Corporation)

its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

Sworn to and subscribed before me this _____ day of _____, 2012.

Notary Public in and for

_____ County, Ohio

(Seal)

My commission expires:

_____, 20____

VERIFICATION OF "NO FINDING FOR RECOVERY"

No political subdivision shall award a contract for goods, services, or construction to a person against whom a Finding for Recovery has been issued by the Auditor of State, if the Finding for Recovery is unresolved.

The undersigned, by their signature and title, document that no "Finding for Recovery" is outstanding for the bidder.

By:

Title

APPENDIX A

***** FOR INSTRUCTIONAL USE ONLY *****

DECLARATION MATERIAL ASSISTANCE FORM

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE ()	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X	DATE
---------------------------------	------

APPENDIX B

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

OF THE OHIO REVISED CODE

STATE OF OHIO

HENRY COUNTY

The undersigned personally appeared before me, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by Marion Township, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of **the** following has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$10,000, to any elected official of Marion Township or their individual campaign committees:
 - a. Myself;
 - b. Any partner or owner or shareholder of the partnership (if applicable);
 - c. Any owner of more than 20% of the corporation or business trust (if applicable);
 - d. Each spouse of any person identified in (a) through (c) of this section;
 - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)

2. That none of the following have **collectively** made since April 4, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$10,000, to any elected official of Marion Township or their individual campaign committees:
 - a. Myself;
 - b. Any partner or owner or shareholder of the partnership (if applicable);
 - c. Any owner of more than 20% of the corporation or business trust (if applicable);
 - d. Each spouse of any person identified in (a) through (c) of this section;
 - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)

Signature _____

Title _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

Notary Public _____

My Commission expires _____

APPENDIX C

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

NOTICE TO CONTRACTORS:

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

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contract bidders on the project must submit prior to the execution of a contract a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes as issued by the State Equal Employment Opportunity Coordinator.

>>> Does this bidder have a valid Certificate of Compliance? Yes No

>>> If “No” to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? Yes No

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

BIDDER’S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in “Appendix A” and the Specific Affirmative Action Steps set forth in “Appendix B” of the State Equal Employment Opportunity Bid Conditions.

>>> The prime contract bidder has 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

O R

>>> With this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix “A” and the Specific Affirmative Action Steps set forth in Appendix “B” of the State Equal Employment Opportunity Bid Conditions? Yes No

Bidder must provide a “Yes” answer to one or the other of the above affirmative action alternatives.

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, Division of Public Works' Regulations on Equal Employment Opportunity (hereinafter DPW Regulations) 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 (OAC 123:2-9-01) required by the DPW Regulations 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.

(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 the DPW Regulations and such other sanctions may be instituted and remedies invoked, as provided in said DPW Regulations or by rule, 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 DPW Regulations, 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 D

**CHEMICAL STABILIZATION SPECIFICATIONS
FOR ROAD 16B PROJECT ONLY**

The standard specifications found in the latest version of the State of Ohio Department of Transportation Construction and Material Specifications Manual, including changes and Supplemental Specifications shall govern this project except as herein modified.

**ITEM SPECIAL - FULL DEPTH, CEMENT STABILIZED BASE COURSE
(Double Cut Process)**

1. DESCRIPTION

This work shall consist of pulverizing and mixing a combination of bituminous pavement, granular base and sub-grade material to the specified length, width, and depth (Pass #1). Once pulverized, the reclaimed material shall then be used to establish proper width, grade and cross-slope. Once the above criteria are met, water and the specified type and amount of chemical stabilizer shall be added, and said materials shall then be mixed together to create a chemical stabilized base course (Pass #2). The material shall then be placed, compacted and moist-cured as shown on the plans and as provided herein to create an "In-Place" Stabilized Base Course (SBC).

2. MATERIALS

(2.1) PULVERIZED BASE MATERIAL

Pulverized Base Material shall consist of the material existing in the area to be stabilized to a depth as shown in the table. A sub-surface investigation was performed and thicknesses of asphalt and base are available upon request.

For the sake of calculating quantities, the maximum dry density of this material is as shown in the table.

(2.2) CHEMICAL STABILIZER

Type 1 Portland cement (ASTM C 150-95) has been tested and approved as the stabilizer for this project. The MSDS and typical composition for this material follows these specs. The amount of Portland cement used shall be at the percentage shown in the table of the maximum dry density of the pulverized material based on the depth of stabilization shown in the table resulting in the rate per Square Yard shown in the table.

(2.3) WATER

Water shall be clean and clear. If the water is of questionable quality, it should be tested in accordance with the requirements of AASHTO T26.

3. MIXTURE

Combine the pulverized materials, Portland cement and water, meeting the requirements specified herein, in such proportions that they conform to the Design accepted by the Engineer. Make field adjustments to the mix proportions under the guidance of the Engineer to obtain a satisfactory Stabilized Base Course (SBC).

4. CONSTRUCTION

(4.1) GENERAL

The contractor shall provide all necessary labor, equipment, Portland cement, water, and bituminous material (if used for cure) required to pulverize, mix, place, compact, finish, and cure the Stabilized Base Course. All materials, testing, design, certification, and provisions as specified herein shall apply.

(4.2) EQUIPMENT

The equipment for pulverizing and mixing the existing pavement surfaces shall be a self-propelled road reclaimer/soil stabilizer capable of pulverizing, "In-Place", the existing pavement, base and sub-grade at a minimum width as shown in the table, and mixing any added materials to the specified depth as shown in the table. The cutting drum shall have the ability to operate at various speeds(RPM), independent of the machine's forward speed, in order to control chunk size and gradation. The machine shall be capable of pushing a water supply tanker or distributor and shall be equipped with a computerized integral liquid proportioning system capable of regulating and monitoring the water application

rate relative to depth of cut, width of cut, and speed. The water pump on the machine shall be connected by a hose to the supply tanker/distributor, and shall be mechanically or electronically interlocked with the forward movement/ground speed of the machine. The spray bar shall be mounted in such a manner as to allow the water to be injected directly into the cutting drum/mixing chamber. Only under special circumstances will the Engineer consider allowing the water to be sprayed directly onto the cut/un-cut pavement ahead of or behind the pulverizer/mixer by a distributor or other means. The equipment shall be capable of mixing water, dry additives, and the pulverized pavement into a homogenous mixture. The cutting drum shall be fully maintained and in good condition at all times throughout the job.

(4.3) METHODS

(A) PULVERIZATION (Pass #1)

Before other operations begin, the roadway grades should be graded and shaped as required to execute the stabilization treatment in conformance with lines, grades, thickness', and typical cross-sections. **The existing roadway materials shall first be pulverized prior to the application of the additives at a first pass depth shown in the table.**

(B) PORTLAND CEMENT APPLICATION and MIXING (Pass #2)

Upon completion of the initial pulverization of the pavement, base and sub-grade, the Portland cement specified for this job shall be accurately and uniformly spread over the pulverized material by a bulk distributor at the specified application rate. Extreme care should be taken to minimize dust, scattering and material loss by wind.

Manual and gravity (tail gate) spreading of the additives is unacceptable.

In the event that accuracy, uniformity or dust, in the opinion of the engineer becomes a problem, said spreading operation shall be ceased until an agreeable method can be secured.

No Portland cement shall be spread when the soil or sub-grade is frozen or when the air temperature is less than 40 deg F in the shade.

Once the Portland cement is spread, it along with the pulverized base material shall be mixed at a depth as shown in the table, as per plan, to create a homogenous stabilized base course.

The percentage of moisture in the pulverized material, at the time of Portland cement application, shall be the amount that assures a uniform and intimate mixture of pulverized material and Portland cement during mixing operations.

The operations of Portland cement application, water application, mixing, spreading, compacting, and finishing shall be continuous and completed in daylight. The mixing, grading, and final compaction should be completed within a time frame appropriate for the additive applications and required strengths. If mixing operations are interrupted, the surface should be sealed to protect the material.

Any stabilized base course mixture that has not been compacted and finished shall not remain undisturbed for more than 30 minutes.

(C) COMPACTION

The number, weight and type of rollers shall be sufficient to obtain the required compaction while the SBC is in a workable condition. As a minimum requirement, breakdown compaction shall be performed with a large single drum vibratory pad-foot compactor w/blade. Said roller shall be capable of applying 56,000 lbs. of centrifugal force minimum

Compaction of the mixture should proceed immediately after mixing, in such a manner to provide uniformity and continuous compaction of the treated layer. At the start of compaction, the percentage of moisture in the mixture and in un-pulverized soil lumps shall not be below or more than two percentage points above the specified optimum moisture content, and shall be less than that quantity which will cause the stabilized base course mixture to become unstable during compaction and finishing.

The target density of the compacted stabilized mixture is 98% of the Standard Dry density as determined by AASHTO T-99. If during compaction operations depressions, defective areas, or soft spots develop, they should be corrected immediately by additional pulverization/aeration alone, or by the addition and mixing of additional stabilizer. After each section is completed, field density tests will be performed in accordance with AASHTO T-191, AASHTO T-205, or AASHTO T-238. If the compacted mixture fails to meet the specified density requirements, the Engineer may require it to be re-worked as necessary to meet those requirements.

They may require the contractor to change his compaction methods to obtain the required density on the next section(s).

(D) STABILIZED BASE COURSE PLACEMENT/GRADING/FINISHING

The SBC shall be placed by means of a conventional motor grader with automatic slope control, to the lines and grades established in the plans or proposal. Paving of this type is expected to be in accordance with acceptable base course products with a tolerance of not more than .05' of irregularity.

Throughout the entire operation, the shape of the base course should be maintained.

When initial compaction is nearing completion, the surface of the stabilized base course shall be shaped to the required lines, grades, and cross section. The moisture content of the surface material shall be maintained at not less than its specified optimum moisture content during finishing operations.

Compaction and finishing shall be done in such a manner as to produce a smooth, dense surface free of compaction planes, cracks, ridges, or loose material.

(E) CURING

After the roadway has been finished as specified, it should be protected against drying for 3 calendar days. The surface should be maintained to a moist condition by sprinkling with water for the above mentioned time period. Heavy traffic or equipment other than curing equipment will not be allowed on the finished roadway until completion of curing, unless permitted by the Engineer.

Other method of curing, such as a bituminous sealant, is approved by the Engineer. However, cover aggregate shall be used to provide residents of the road a tack free surface to drive on. Any additional costs incurred by the contractor to perform the cure in this manner shall be included in said contractor's unit price.

(4.3) WEATHER LIMITATIONS

No work shall be performed before April 15th or after October 15th. The weather and temperature limitations for this work shall be 50 deg. F and rising with no standing water on the existing surface. No work shall be performed if there is a forecast of an atmospheric temperature below 32 deg. F within 24 hours from the time the SBC is completed. All work shall be completed and open to local traffic during daylight hours.

5. MAINTENANCE OF TRAFFIC

Traffic maintenance shall be performed per local specifications protecting the uncompacted material from traffic. Enough flag people/signs for incoming roads shall be used until product is compacted properly.

6. METHOD OF PAYMENT

Payment for accepted quantities, complete in-place, shall be made at the contract price for:

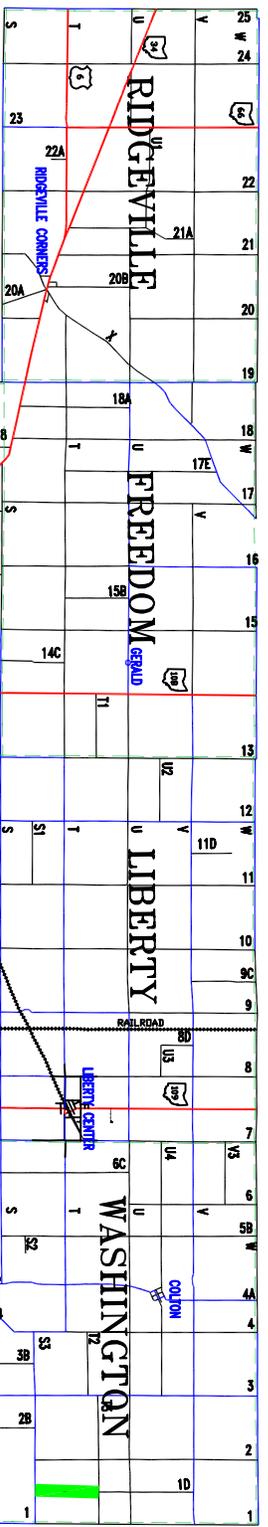
<u>ITEM</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
Special	Square Yard	Full Depth, Chemical Stabilized Base Course
Special	Ton	Portland cement
Special	M Gal	Water

Road	Length	Width	SY	Pulverization Depth (Pass 1)	Treatment Depth (Pass 2)	Percent Cement	Max. Dry Density Lb/ft3	Cement Rate Lb/SY	Cement Tons
Road 16B	2060	14	3205	12	12	4.5%	133	53.9	86

7. RECOVERY SCHEDULE

If the progress schedule projects a finish date for the Project more than 14 calendar days later than the Completion Date, submit a revised schedule showing a plan to finish by the Completion Date. The Department will withhold Estimates until the Engineer accepts the revised schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor.

APPENDIX E



HENRY COUNTY

2012 TOWNSHIP
PROJECT 1 (MARION TWP.)
(REV. 5/25/12)

- LEGEND**
- STATE ROUTE
 - COUNTY ROAD
 - TOWNSHIP ROAD
 - TOWNSHIP LINE
 - ROAD OVERLAY
 - ROAD WIDENING
 - ROAD RECLAMATION

