

OFFICE OF THE TOWNSHIP TRUSTEES

PROPOSAL

TO: THE MARION TOWNSHIP TRUSTEES

COUNTY of MARION

For: **2023 Township Asphalt Paving Project**

Bidder's Name

Street Address

P.O. Box

City, State & zip

Project No.

Location:

1228 E. Fairground St. Marion, OH

Date of Letting:

April 4, 2023 5:30 PM

Place of Letting:

Trustee's

Conference Room

1228 E. Fairground Street

Marion, Ohio 43302

Completion Date:

September 30, 2023

ADVERTISEMENT

NOTICE TO BIDDERS

Sealed bids may be submitted on or before the bid opening date of April 4, 2023, at 5:30 p.m. local time, at the Trustee's Office, 1228 E. Fairground St. Marion, OH 43302

for the following Project: **2023 Township Asphalt Paving Project**

Bids shall be opened & bid prices publicly read immediately thereafter.

Bid Documents, including contract terms & conditions, may be obtained at no cost from the Township Clerk, Sheila Perin by email at sperin@mariontwp.org or calling 740-272-1383, between the hours of 8:30 a.m. – 4:30 p.m., Monday through Friday (holidays excluded).

MARION TOWNSHIP, Marion County, Ohio

ENGINEER'S ESTIMATE: _____\$362,500.00

I. INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

Sealed Bids will be received at the Marion Township Trustee's Office, on or before the advertised Bid date and time, as extended, for all labor, materials, equipment, supervision, coordination and other things necessary for the full and complete performance of the project described by the accompanying Bid advertisement (herein referenced as the "Project").

Bids must be submitted in sealed envelopes marked with the Project title. Bids shall be opened immediately upon expiration of the Bid submission time, with the names of bidders and their respective bid prices read publicly.

2. STANDARD SPECIFICATIONS & TERMS

The Construction & Material Specifications of the State of Ohio, Department of Transportation (latest edition as of the date of advertisement), excluding only sections 102 and 103 titled "Bidding" and "Award", shall serve as standard specifications for any contract awarded hereunder. Said Construction & Material Specifications shall be referenced herein as the "Standard Specifications." Supplemental specifications, requirements, terms, conditions and covenants of these Instructions to Bidders and of the accompanying Bid Documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning:

- A. The terms "State", "State of Ohio", "Department" and "Department of Transportation" refer to the County, acting through its Board of County Commissioners. The County also may be referenced as the "County" or the "Owner" herein.
- B. The term "Director," "DCE" and "DDD" refers to the County Engineer.
- C. The term "Engineer" refers to the Township Engineer, or to his duly authorized representative.
- D. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by the Township Engineer, or by the Township's duly authorized representative.

A numerical designation for an "item" referenced herein refers to the description of said item number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and civil engineering

consultation business.

3. FORM OF BID

Bids shall be submitted using the attached blank forms, designed for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the Bid, and must be properly signed.

In each blank marked "unit price," bidders are required to provide a Bid price per referenced unit for the requested materials, labor or equipment, or referenced combination thereof. Failure to provide a price for each unit price item, or failure to provide prices for lump sum items, will render the Bid informal, allowing its rejection at the County's discretion.

Extended unit prices are calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices, are added to calculate the amount of each Bid.

The sum of the unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's Bid price for consideration of award of contract. If an error is made in the extension of unit prices, or in the addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

Quantities provided by the Bid Documents are estimates only. The Engineer reserves the right to eliminate, increase or decrease the actual quantity of any unit price item, or to non-perform any lump sum item.

4. BIDDER QUALIFICATIONS

Bidders must be prequalified. Prequalification by the Ohio Department of Transportation, as described by ORC sections 5525.02-.09, for performance of Work of the same type, character and magnitude as described hereby, is acceptable. In the alternative, prequalification may be granted under any local standards currently used by the County Engineer. In addition, each Bidder shall complete any Bidder qualification forms provided with the Bid Documents, and shall furnish documentation and evidence of qualifications as are required thereby.

5. EXAMINATION OF BID DOCUMENTS & SITE OF WORK

Bidders must carefully examine the Bid Documents and perform a reasonable site investigation before submitting a Bid. Submission of a Bid is an affirmative statement that the Bidder has investigated the Project site and is satisfied as to the character, quality, quantities and conditions to be encountered in performing the Work. A reasonable site investigation includes investigating the Project site, borrow sites, hauling roads and all other locations related to the performance of the Work.

6. BID GUARANTEE

Each Bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashier's check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.571 (B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashier's check or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. The bid guarantee shall be given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformity with the Bid. Bids less than twenty-five thousand dollars (\$25,000.00) do not require a bid guarantee.

7. FACTORS FOR ACCEPTANCE OR REJECTION OF BIDS

- A. Pursuant to ORC 307.90 (A), a contract shall be awarded to the lowest and best Bid.
- B. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.
- C. The Township reserves the right to reject any and all Bids, and also the right to waive any informality in the Bid. The Township Trustees has the right to postpone the decision to award a contract for up to sixty (60) days.
- D. No contract shall be awarded to any person, firm, or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is in default as surety or otherwise upon any obligation to the Township, or has failed to perform faithfully any previous contract with the Township, or that has an unresolved finding of recovery with the State Auditor, or has been debarred by the Township from consideration for contract awards.

8. WITHDRAWAL OF BIDS

A Bidder may request, in writing, to withdraw its Bid within five business days of the opening. Such requests will be reviewed by the Engineer for approval as permitted by ORC 9.31 and 153.54 (G). If approved, collection of the bid guarantee or bond will be waived.

9. PREVAILING WAGE RATES

All employees on the Work site shall be paid at the prevailing wage rate for the appropriate class of Work. The prevailing wage rates shall be determined in accordance with ORC Chapter 4115, except for employees who are covered by a collective bargaining agreement in existence prior to the date of contract, who shall be paid the rate of pay provided by such agreements. Schedules of applicable prevailing wage rates are attached to the Specifications. Bidders are

cautioned to assure the completeness of said wage schedules, and to notify the Township Clerk prior to the bid date of any omitted schedules.

10. OTHER COSTS & REQUIREMENTS

Bids must include all costs of performing the Work and all costs of fulfilling the requirements of laws, rules and regulations pertaining thereto. The following is a partial list of ancillary contract costs and requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs and fulfillment of all requirements, though this list does not recite all such costs and requirements.

- A. Bids must include the cost of all required bonds (performance and maintenance).
- B. Bids must include the cost to procure all permits and licenses, to pay all charges, fees and taxes, and to provide all notices necessary and incidental to the due and lawful prosecution of the Work.
- C. Bids must include the cost of insurance coverage of the type and at least in the amounts set forth by section 107.12 of the Standard Specifications and by any special bid provisions.
- D. The Township is exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio gasoline tax. Bid prices shall exclude all such taxes.
- E. "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to ORC section 5719.042, before an award can be made.

ADDITIONAL BIDDER QUALIFICATION REQUIREMENTS

Bidder must furnish a certificate of qualification from a Department of Transportation for the type of work being bid and in the amount of the bid and for the type of work. The certificate must accompany the bid.

1. OTHER SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The contractor shall provide and maintain warning signs, lights and barricades at his own cost and expense, and shall take all reasonable and necessary precautions to adequately protect life and property as fully described in O.D.O.T. Item 614, Maintenance of Traffic.

All of the Contractor's operations shall be protected by barricades and signs conforming to the "Ohio Manual of Traffic Control for Construction and Maintenance Operations." Note that Sections 4511.09-4511.00 of the Ohio Revised Code states that the above manual must be complied with by the Contractor.

Traffic shall be maintained at all times. One lane shall remain open to traffic while the remainder of the road is being resurfaced. Suitable methods such as barricades, flagmen, police officers, and others shall be used to protect approval as to the methods of traffic control used. Any damage to the uncured asphalt surface shall be repaired by the Contractor at no cost to the Township.

If the Engineer is of the opinion that the Contractor has failed to provide adequate or proper lights, signs, or barricades, he may order that additional or more suitable facilities be provided, or may cause such additional facilities to be added.

Upon completion of asphalt surface course, the Contractor shall provide temporary centerline pavement markings within 24 hours, in accordance with ODOT Item 614, along all county roads resurfaced except along streets within residential subdivisions. Cost to be included in the unit price bid for Hot Mix Asphalt Concrete.

Item: Asphalt Hot Mix Concrete Surface Course (PG 64-22 & PG 70-22)

Contractor shall maintain a compacted minimum 1/4 inch per foot slope on pavement surface course unless otherwise noted, in order to produce a positive crown in the road surface.

Longitudinal pavement joints between adjacent surface courses shall be along and with the centerline of the paved roadway.

Cold longitudinal and transverse pavement joints (including all milled joint) shall be sealed with asphalt cement as directed by the Engineer or representative, in accordance with 401.17 within 5 working days.

Reference is directed to ODOT Standard Construction Drawing BP-3.1.

The Contractor shall develop a job mix formula (JMF) and mix design, composed of mineral aggregates and bituminous material, and submit the mix formula in writing to the Marion County Engineer's office for approval prior to production of the asphalt concrete.

Reclaimed asphalt concrete material shall be allowed in the contractor's mix design process to establish the Job Mix Formula (JMF) at a maximum of 20 percent by dry weight of mix.

Minimum Virgin Asphalt Binder content shall be 5.5 percent with a minimum total binder content of 6.5 percent

All Asphalt Mixes shall be Hot Mix. *NO Warm Mix Asphalt will be Permitted*

Two (2) random samples, one for testing and one for backup if needed, of the produced mixture shall be taken at the paving site by the Contractor, at each random location, as directed by the Township Engineer or his representative. Containers for the asphalt samples shall be supplied by the Township Engineer. Acceptance sampling and testing for gradation and bitumen content will be performed at an independent testing laboratory at the expense of the Township Engineer. Acceptance for gradation and bitumen content will be based upon the mean of the results of tests on two samples from each 1000 ton lot.

All areas of roadway under 10' wide will require the contractor to have a cut off plate or a small paver to perform the job.

Contractor will comply with the provisions of Section 107.01, Ohio, State of Ohio Department of Transportation Construction and Material Specifications dated 2010, which include provisions for equal employment opportunity.

Contractor working on township paving projects will be prohibited from doing paving for private individuals and/or any entity within the paving territory during periods covered by this contract, unless authorized by the Township.

Contractor shall notify Township Clerk's Office (740) 272-1383 at least one week prior to starting work on this project.

Contractor to provide the Township Engineer with a schedule of proposed work a minimum of one week prior to the start of the project. All efforts will be to coordinate with the township and local residents during the project as much as possible.

Contractor shall comply with Section 4115.071, O.R.C. payrolls, as specified in this bill are to be submitted to the Township Clerk's Office.

The Marion Township Trustees reserve the right to reject any or all of proposals, to waive informalities or to accept any proposal which is deemed to the best and lowest bid to Marion Township.

All pre-level areas shall be completed prior to final surface coarse. Pre-level areas will directed by and /or physically marked on site by Marion Township staff. No separate payments shall be made for pre-leveling activities; all quantities for pre-leveling activities should be included on the unit price bid sheet under the appropriate line item.

The Contractor shall only use Marion County and State Highway Roadways for hauling the material. No Township or Village Streets/Roads shall be used in hauling or staging of the material.

Any damage to Township or Village Streets/Roads shall be repaired by the Contractor to original or better condition at the Contractor's expense.

Contractor shall perform culvert work prior to any pavement work. Road closure for this work shall be a maximum of three (3) days. Signage and barricades shall conform to the Uniform Manuel of Traffic Control. Signage and barricades to be placed at SR 309 and CR 171 and TR 195 and CR 171 along with the protection of the site.

III. SUPPLEMENTAL CONTRACT PROVISIONS

1. AWARD REQUIREMENTS OF SUCCESSFUL BIDDER / CONTRACTOR

The following is a partial list of award of contract requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs of such requirements, though this list does not recite all such costs and requirements.

- A. The successful Bidder/ Contractor must provide a one hundred percent (100%) Performance Bond based on the contract amount, in conformity with the requirements of ORC section 153.54 (C) and 153.57 (A). A Maintenance Bond in the amount of ten percent (10%) of the final contract amount, extending coverage for one (1) year beyond the acceptance date of the completed Project, must be provided by the Contractor as a prerequisite to final payment. Said Maintenance Bond shall assure the repair and/or correction of any defects, deficiencies or omissions in the Project Work.
- B. The Contractor must provide evidence of all insurance coverage requirements of section 107.12 of the Standard Specifications.
- C. The Contractor agrees to provide the Township with full and complete documentation of payment of prevailing wages to all employees of the Contractor and of its subcontractors governed by Prevailing Wage law.
- D. The Contractor agrees to provide the Township with a contact person, a telephone number, a mailing address and, if available, an electronic mail address for purposes of giving notice to the Contractor of any changes in prevailing wage rates. Where an electronic mail address is given, the Contractor agrees that the use of that method by the Township satisfies any notice requirements of any change in prevailing wage rates. Upon commencement of contract work, the Contractor and its subcontractors subject to the contract's prevailing wage requirements must provide the prevailing wage coordinator with a schedule of wages, with certified copies of payroll being required throughout work on the Project.
- E. The Contractor further agrees to stay informed of applicable prevailing wage rates and to immediately inform all its subcontractors and the Engineer of such changes. The Contractor agrees to defend and indemnify the Township, its elected officials, agents and

employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the Contractor's failure to inform its subcontractors of changes in prevailing wage rates.

- F. The Contractor must furnish the Township with a completed IRS form W-9, "Request for Taxpayer Identification Number & Certification." The Internal Revenue Code requires the Township to file an information return each January 31st on all payments made from the previous year of \$600.00 or more. As required by Section 3406 of the Internal Revenue Code (26 U.S.C. 3406), the Township shall withhold federal taxes at a rate of thirty-one percent (31%) if a correct taxpayer identification number is not provided. Back-up withholding requirements continue until the required information is received.

2. OTHER CONTRACTOR DUTIES

In addition to the duties cited by the Standard Specifications and elsewhere in these Bid Documents, the Contractor has the following duties:

- A. When determined necessary by the Engineer, the Contractor shall provide a field office, suitably located and of ample size and accommodations, from which the Engineer's inspections, as well as the Contractor's Work, may be carried out. The Contractor must keep a full set of Plans and Specifications available at the field office.
- B. The Contractor must furnish, without extra compensation therefore, such assistance as the Engineer, or his assistants or inspectors may require, in measuring in and setting stakes or marks for indicating lines, grades or levels, for measuring or determining quantities for estimates, and for handling and inspecting materials to be used on the Work, whether such materials have been delivered upon the site of the Work or are in local storage. The Contractor shall provide such facilities for weighing and measuring materials as the Engineer may deem necessary, to secure the proper fulfillment of the provisions and requirements of the Specifications.
- C. The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments set or used by the Engineer, and shall be responsible for securing there from the proper lines, grades and levels for the structures to be built.
- D. The Contractor must place or construct, in such manner and at such points as the Engineer may require, necessary sanitary conveniences for the use of employees on the Work site. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly enforced. The Contractor must provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Engineer.
- E. The Contractor is reminded of its duty to notify the registered underground utility

protection service and owners of underground utility facilities at least two working days in advance of commencement of construction operations that may involve such facilities, to allow surface marking of facility locations.

- F. When any work is performed in the vicinity of the railroad crossing, flaggers shall be furnished by each railroad or approved by the roadmasters. The crown shall be worked out of the proposed pavement on each side of railroad crossing, beginning approximately at the railroad crossing pavement joint, by raising the edges of the new pavement to meet the platform/crossing elevation and/or milling at the joint. Any permits required shall be the responsibility of the contractor. Payment for these services shall be included in the unit bid price for 441 and 442 asphalt surface course line items. No additional payment will be made for these services.

3. DISCRIMINATION PROHIBITED

The Contractor understands and agrees that, in the hiring of employees for the performance of work under the contract or any subordinate contract there under, the Contractor, its subcontractors and persons acting on behalf of the same shall not discriminate in the hiring or retention of subordinate contractors or employees "by" or "for" reason of race, creed, sex, disability (as defined by ORC 4112.01) or color; nor shall said parties discriminate against any citizen of the State of Ohio in the employment of labor or workers who otherwise qualify and who are available to perform the work to which the contract relates.

Further, the Contractor and its subcontractors and persons acting on behalf of the same shall not discriminate against or intimidate any employee hired for performance of the Work under the contract on account of race, creed, sex, disability (as defined by ORC 4112.01) or color.

In addition, the Contractor agrees, as a prerequisite of award, to complete the attached "Equal Employment Opportunity Compliance Certificate," and to fulfill all requirements thereof.

4. INSPECTION

The Engineer, assistants and agents, shall have, at all times, immediate access and right to enter upon the Work site and other Work premises occupied by the Contractor as well as upon the site of all sources from which materials are being obtained for the contract. The Contractor shall provide safe and proper facilities for permitting such entrance and for inspecting and testing purposes. Subcontractors and suppliers shall have similar obligations imposed by subordinate contracts. The Contractor shall furnish the Engineer with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the Specifications and contract, even to the extent of uncovering or removing portions of finished Work.

The Contractor shall give definite information, at any time, as to the place from which, or

persons from whom, any material is being or will be procured. All materials to be used may be subjected to such tests as the Engineer may require assuring that such materials conform, in all respects, to the requirements of the Specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter.

The inspection and supervision of the Work and materials by the Engineer, assistants and inspectors, is intended to aid the Contractor in accomplishing the fulfillment of duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from contract obligations.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work and for the period of the Maintenance Bond thereafter, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Engineer.

Upon being attached to, or incorporated in the Work, or affixed in or to the soil, all materials shall become the property of the Township. Thereafter the Contractor shall have no right of property therein, unless they are afterward rejected by the Engineer. The Contractor bears risk of loss of and damage to the Work until completion and final acceptance of the Work.

The Contractor shall schedule inspection a minimum of one (1) week in advance of the performance of the respective Work. At the pre-construction meeting, the Engineer shall provide to the Contractor with phone numbers and names of a contact person and of the Engineer's inspectors. The Contractor shall inform the Engineer of his Work schedule and the hours that Work will be performed. The Engineer shall approve the Contractor's schedule and hours of operation before the Contractor may begin Work.

When Work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Engineer's inspector at or before 7:30 a.m. of the scheduled Work date to cancel or adjust the hours of inspection. If the Contractor fails to contact the Engineer's inspector as stated above or if the notice is within two (2) hours of the scheduled inspection and is insufficient to cancel attendance by the Engineer's inspector, the Contractor will be charged for two (2) hours of inspection time at the current inspection rate. This cost will be subtracted from the Contractor's monthly pay estimate.

5. CHANGES IN QUANTITY OF WORK

The quantities of Work, as given in the Estimated Quantities, are approximations only. The Township Engineer shall have the power to alter by increasing, decreasing or deleting the quantities of Work to be done, either before or after the commencement of construction.

If such change involves the reduction or omission of any material or Work called for by the original Plans or Specifications, there shall be no right with the Contractor for any claims for losses or damages, or for loss of profit, growing out of such omission. If any such change involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall in no way relieve the Contractor of or affect any of the obligations hereunder. In like manner the Township may, without affecting the contract, require the Contractor to furnish materials or to do Work for which no price is given as provided by the Standard Specifications.

Unit prices for road construction are based on estimated quantities which may increase or decrease in the performance of the work. The total cost for work designated will therefore be determined by actual quantities used. Prices bid are prices paid. Marion Township does not pay Fuel Price adjustment. Marion Township does not hold with certain terms of 401.20 in ODOT Specifications. There will be no price adjustments nor does any other party of ODOT Specifications hold that pays price adjustment, idle equipment, etc. It is understood that Marion Township will only pay for material used at prices bid.

Lump sum prices are firm as bid. Payment will be made in full by Marion Township upon final acceptance of work performed, in accordance with unit prices bid on actual number of units in place or constructed.

If such changes result in increased or diminished expense of Work items, the prices of which are fixed in the contract, the Township Engineer shall determine an equitable adjustment of such prices, which shall be final and binding on the parties hereto, subject to dispute resolution.

6. NO WAIVER OF RIGHTS

No act of the Engineer, or his assistants or inspectors, shall operate as a waiver of any provisions of the contract, nor shall any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract are cumulative, in addition to other remedies herein provided. The mention of any specific liability or duty of the Contractor, in any part of the Specifications or contract, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said Specifications and contract.

Should any part of the Work be sublet by the Contractor, such action shall in no way release the Contractor from liability or obligation hereunder. The Contractor shall be liable for the acts, omissions and negligence of any subcontractor, and shall be responsible therefore as though no subcontract existed.

7. DAMAGES FOR LATE COMPLETION; EXTENSIONS OF TIME

The Contractor will proceed with the work at such rate of progress as to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages of \$1,000.00 for each calendar day that the Contractor is in default after the time stipulated in the Contract Documents. The Township Engineer may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the Township of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations. Rain days are determined by the Engineer. Contractor has to be on the job, and cannot be performing work within the contract to receive a rain day. Rain days will not be granted after the completion date no matter what the conditions are.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

8. NIGHT & SUNDAY WORK

No Work requiring the presence of the Engineer's inspectors will be permitted at night-Saturday or on Sunday, except in a case of an emergency, and then only to such an extent as is absolutely necessary and by written permission of the Engineer. This clause shall not prohibit the performance of Work by workmen organized for the regular continuous night work and working on only such Work as the Engineer believes may be performed satisfactorily at night.

IV. SCOPE OF WORK

1. GENERALLY

The Contractor shall furnish, at its own cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, materials and other things necessary, of whatever nature, to perform the Work, and shall perform and complete, within the time limit specified, all of the Work indicated or implied by the including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Estimated Quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the Township Engineer as hereinafter specified.

All Work shall be of the best quality throughout. Unless otherwise provided herein, all materials shall be new.

2. SCHEDULE OF PERFORMANCE

At the pre-construction meeting, the Contractor must provide the Engineer with a printed schedule showing the interrelation and planned performance of all major items of Work, with completion reasonably scheduled thereon to occur by the scheduled completion date recited herein. The Engineer shall review and consider acceptance of the schedule as provided by section 108.02 (B) (1) of the Standard Specifications.

3. DESCRIPTION OF SCOPE OF WORK

The work consists of planing where directed by the Township Engineer, paving with 1.5" of asphalt concrete on all roads listed in the 2023 Township Asphalt Paving Program.

4. MILLING

Milling is to take place where the Marion Township Engineer Office has marked areas to be milled. All transitions constructed at these milling locations shall be completed such that the placed asphalt will give a smooth transition between the new and existing asphalt surfaces. If areas marked for milling are required to be enlarged to insure a smooth transition, it is the contractor's duty to identify this issue and obtain authorization from the engineer or his representative prior to completing the additional milling work.

All driveway transitions shall be constructed to the satisfaction of the Engineer or his representative unless a uniform policy is set prior to the paving and driveways are not marked.

It shall be the contractor's responsibility to obtain any authorizations or permits required to ensure smooth transitions at marked mill areas as outlined above. All costs associated with these permits or authorizations shall be included in unit price bid for Hot Mix Asphalt Concrete Surface Course, Type 1, PG 64-22 (448), 1.5" Depth or Hot Mix Asphalt Concrete Surface Course 12.5 mm, Type A, PG 70-22 (448), 1.5" Depth.

All transition areas shall be completed as soon as possible to avoid the "cold joint" becoming rolled over. The joints that have been left open and rolled over, may require milling of a new joint as per the Engineer or representative. There will be no extra pay for this type of milling.

SPECIAL NOTES

Within Marion Township's Annual Paving program are several roadways being paved to correct profile issues. Although all roadways paved shall have a minimum finished cross-sectional slope of 3/16" per foot, the contractor may construct up to a maximum of 1/4" per foot.

While constructing positive cross sectional roadway slopes as outlined above, no more than two (2) inches shall be laid in any single course. If more than 2 inches of asphalt are required to achieve desired cross sectional slope a scratch course shall be placed prior to the final finish course.

V. PLANS & SPECIFICATIONS

GENERALLY

The Plans and Specifications are intended to explain and supplement each other, and to indicate and provide for the construction of the various related parts of the Project in a complete and connected manner. Should any detail be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with respect to such Plans and Specifications, the additions, corrections, or explanations necessary to provide for the construction in accordance with such intent shall be made by the Engineer, and such additions, corrections and explanations shall be final and binding upon the Contractor, subject to dispute resolution.

2. "OR EQUAL"

Whenever an article, material, or equipment, is defined herein by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned, shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents, relative to the approval of materials and equipment by the Township, before the same are incorporated in the Work.

3. LIST OF PLANS & SPECIFICATIONS

-Complete list of roads attached: - See Schedule 1

VI. PREVAILING WAGE RATE SCHEDULES

VII. PROPOSAL FORMS

BIDDER QUALIFICATIONS

Bidders must be prequalified as required by item I. (4) of the Instructions to Bidders.

- THE FOLLOWING IS FOR USE AT THE ENGINEER'S OPTION -

In addition, each Bidder shall provide the Bidder Qualification information required by the following form. In lieu of completing the attached tables, a Bidder may attach hereto a listing of the required information, with the word "attached" printed in each affected table.

Do you intend to sublet any portions of the work? If so, please complete the following:

NAME OF SUBCONTRACTOR	AMOUNT OF SUBCONTRACT	ITEMS OF WORK

List below any equipment you own which is available for the proposed work.

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location

List equipment which you intend to purchase or rent for use on the proposed Work.

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost

List all incomplete Contracts and Subcontracts on hand:

Date	Owner and Location	Value of Contract	Type of Work	Required Date of Completion

(Use back of sheet if necessary)

List projects of this type work you have completed in this County in the past three years.

Owner and Location	Amount of Contract	Type of Work Done	Date

List the largest performance bonds you have obtained in the past three years.

Date	Owner and Location	Amount of Bond	Type of Work Done	Required Date of Completion

Are there any outstanding liens against you or your projects? _____

If answer is yes to any of the above, please furnish details. (If there is insufficient space on page 23, attach additional sheets.)

AFFIRMATION OF BIDDER QUALIFICATIONS FORM

I, the undersigned, hereby affirm that I am an officer or sole proprietor of the Bidder identified below, that I am duly authorized by said Bidder to execute this document, and that the answers given on the Bidder Qualifications forms are complete and true.

Signed this _____ day of _____, 2023

Bidder: _____

(Signed) _____

Printed Name & Title: _____

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
FOR SERVICE AND SUPPLY CONTRACTS**

EOUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this Certificate, the terms "contract" and "subcontract" includes the term "Purchase Order" and all other agreements effectuating purchase of supplies or services.

This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Bidder certifies the following to the County:

- A. REPORTS:** Within thirty (30) days after the Township's award to the Bidder of any contract, and prior to each March 31 thereafter, during the performance of work under said contract, the Bidder shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein, unless the Bidder has either filed such report with the Township within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. PRIOR REPORTS:** The Bidder, if it has participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. The Bidder shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not otherwise exempt from the Equal Employment Opportunity clause.
- C. CERTIFICATION OF NON-SEGREGATED FACILITIES:** The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it do not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. The Bidder further agrees that

(except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of any subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Employment Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities: A Certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not otherwise exempt from the provisions of the Equal Employment Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any contract in the amount of \$50,000.00 or more from the Township, Bidder, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R., Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R., Sec. 60-1.40. Bidder will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.

E. Bidders are responsible for EEO compliance as provided in Executive Order 11246 and implementing regulations Title 41, Chapter 60-4.2, 60-4.3 (Equal Employment Opportunity Clause & Notice of Standard Specifications), 60-250, and 60-741, when applicable.

F. Bidder certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Signed this _____ day of _____, 2023

Bidder: _____

(Signed) _____ Printed

Name & Title: _____

DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY

OHIO REVISED CODE 5719.04

I, the undersigned, hereby affirm that the bidder identified below IS / IS
NOT charged at the time of submitting this Bid with any delinquent personal
property taxes on the general tax list of personal property of the County/Township.

COMPLETE THIS PARAGRAPH ONLY IF APPLICABLE:

The amount of any such due and unpaid delinquent tax and any due and unpaid
penalties and interest is \$ _____

Bidder: _____

(Signed) _____

Printed Name & Title: _____

STATE OF OHIO)

COUNTY OF _____) ss:

Before me, a Notary Public, in and for said County, personally appeared the person identified
above, who did sign this document after first affirming that the execution of this document was
an authorized act on behalf of the above named Bidder.

IN TESTIMONY WHEREOF, I have affixed my hand and the seal of my office at this
_____ day of _____, 2023

NOTARY PUBLIC _____

**CERTIFICATE OF BIDDER
UNRESOLVED FINDINGS OF RECOVERY
WITH AUDITOR OF STATE
ORC 9.24 & 9.241**

I, the undersigned, hereby affirm that the Bidder identified below:

CHECK & COMPLETE ONLY ONE

- has no unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241;
- has the following unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC 9.24 & 9.241:

Signed this

_____ day of _____, 2023

Bidder:(Signed)

Printed Name & Title:

PROPOSAL

To the Marion Township Trustees:

The undersigned Bidder certifies the pre-bid examination, in its entirety, of all Bid Documents contained in or referenced by this Proposal, including the Notice to Bidders, Instructions to Bidders, General & Supplemental Provisions, Standard Specifications, Scope of Work, Plans & Specifications, and Planned Bid Items & Quantities, which shall govern this improvement and are made a part of this Proposal and the ensuing contract.

DESCRIPTION OF THE IMPROVEMENT

2023 Asphalt Paving Program

The undersigned Bidder proposes to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary, and to prosecute to full completion, the Work called for hereunder, and in consideration thereof, to accept from the Township, as full payment for the completion of each item as specified, the respective unit or lump sum price hereafter set forth.

The undersigned Bidder agrees that, if this Proposal is accepted, said Bidder will, within ten (10) days after notification of such acceptance, enter into the contract for the performance of the Work proposed and, as a guarantee of the faithful performance thereof, to furnish at the time of executing the contract, a bond in the amount equal to 100% of the total Bid price, with a Surety subject to the approval of the Township.

The Bidder hereby agrees that the Township Engineer has the right to reject any and all bids, and the Bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

Accompanying this Bid is a bid guarantee or bond payable to the Township. Upon any failure to execute the Contract or provide an adequate performance bond as aforesaid, it is agreed that the undersigned Bidder shall forfeit the bid guarantee or bond accompanying the proposal to the Township, to the extent allowed by law.

Bidder (full name) _____

Signed _____

Printed name & title _____

Bidder's mailing address.

(_____) _____ (_____) _____
Phone Fax

- Attachments:
- Bid Guarantee or Bond
 - Bid Prices (completed unit & lump sum price list)
 - Supplemental Bidder Qualifications Forms (if any)
 - Equal Employment Opportunity Compliance Certificate Declaration: Personal Property Tax
 - Delinquency Certificate: Unresolved Findings of Recovery

BID PRICES
Planned Bid Items & Quantities
(for insertion of Bid prices)

MARION TOWNSHIP 2023 ASPHALT PAVING PROGRAM

SCHEDULE 1

Street From To	Distance Feet	Width Feet	Thickness Inches	Paving Sq Yds	Milling Full Width	Milling 6 feet ea side	Thickness Inches	Total Sq Yds
Woodridge Rd Barks Rd to SR529	1900	28	1.5	5911	X		1.5	5960
Collinswood Lane Woodridge to cul de sac	510	28	1.5	1587		X	1.5	680
Jamesway Rd. American Blvd to Summerset	902	35.5	1.5	3558	X		1.5	3558
Jamesway Summerset to South term limit	2281	32	1.5	8110		X	1.5	3041
Mayfield Dr Summerset to Westminster	1729	28	1.5	5375		X	1.5	2325
Greenway Dr Edgefield to Mayfield	619	28	1.5	1926		X	1.5	862
Westminster Dr Jamesway to 125' west	125	24	1.5	333	X		1.5	333

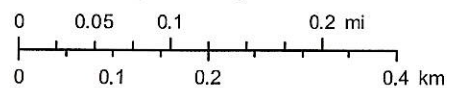
GIS Map



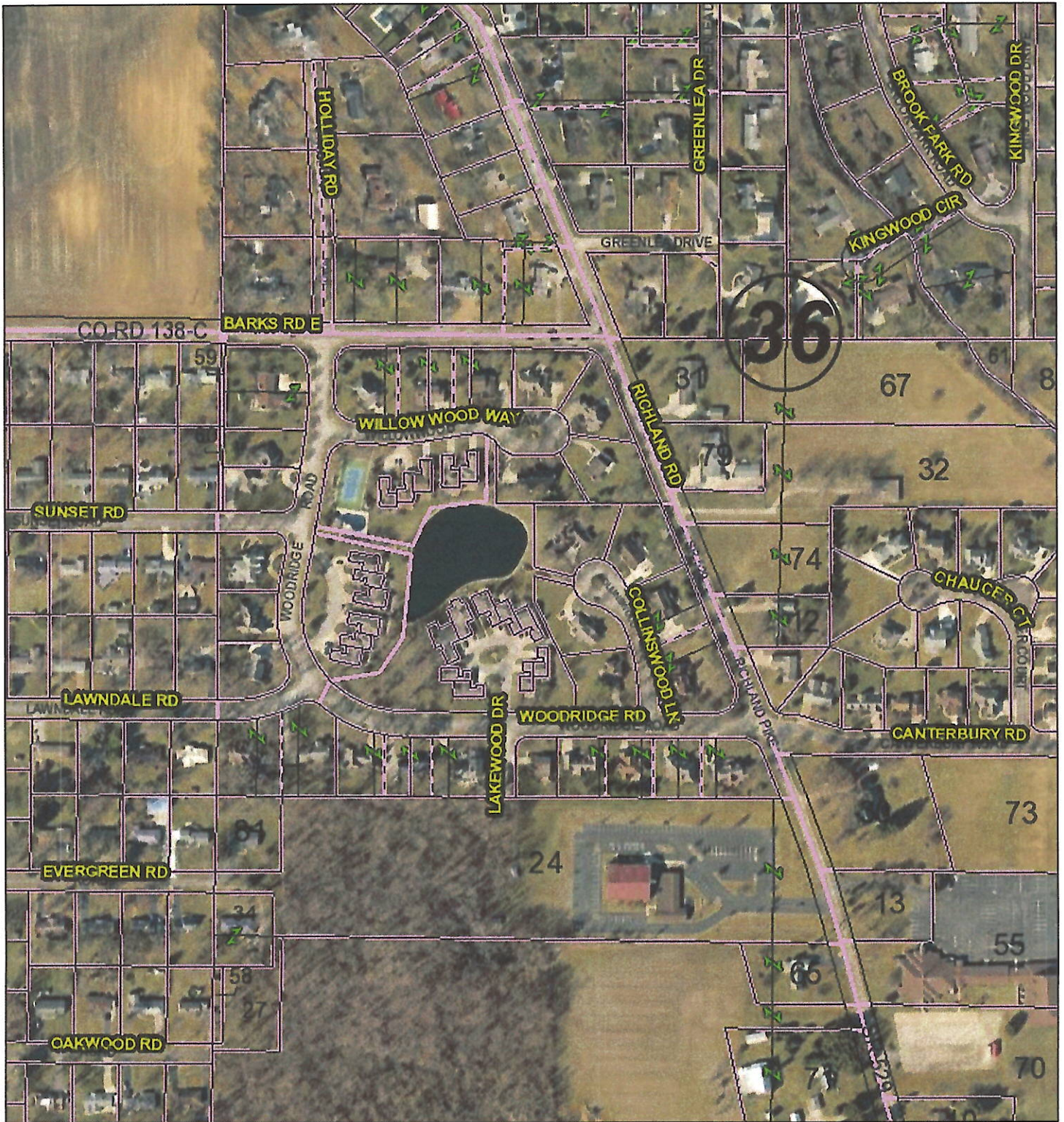
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| — Annotation Arrows | City & Villages | 2021_Aerials |
| Linework | Tie Marks | Red: Band_1 |
| — Full Line | Full Tie | Green: Band_2 |
| - - Dashed | Half Tie | Blue: Band_3 |
| Boundaries | Roads | |



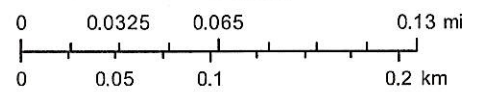
GIS Map



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|---------------------|------------------|---------------|
| — Annotation Arrows | City & Villages | Red: Band_1 |
| Linework | Tie Marks | Green: Band_2 |
| — Full Line | Full Tie | Blue: Band_3 |
| -- Dashed | Half Tie | |
| - - - Boundaries | Roads | |



Proposal
2023 Township Asphalt Paving Program

TO: THE MARION TOWNSHIP TRUSTEES _____ 2023

1228 E. Fairground St.
Marion, OH 43302

The undersigned herewith submits a total bid of _____ for resurfacing roads under the jurisdiction of Marion Township by furnishing all the material and performing all the labor in accordance with the 2016 State of Ohio, Department of Transportation construction and materials Specifications, and plans, specifications and provisions on file in the Marion Township Trustees Office, located at 1228 E. Fairground St., Marion, Ohio.

Said work is to be performed under the direction and to the satisfaction of the Marion Township Trustees and/or their representative.

Item#	Spec#	Description	Est.			Unit Price	Unit Price in Words	Amount
			Quantity	Unit	Unit Price			
1	448	Hot Mix Asphalt Concrete Surface Course, Type 1, PG70-22 (448), 1.5" Depth	2,250	Tons				
2	407	Tack Coat (0.07 gal/sq. yd.)	1,880	Gallons				
3	254	Pavement Planning; Asphalt Concrete (1.5" depth)	16,760	Sq. Yds.				

Engineer's Estimate \$362,500.00

Total Bid _____