

OFFICE OF THE ELIZABETH TOWNSHIP TRUSTEES
MIAMI COUNTY, OHIO

**SHAGGY BARK SUBDIVISION ASPHALT CONCRETE
RESURFACING**

Legal Advertisement, General Specifications, Detailed Specifications,
Bid Form, Bonds, Contract Documents

BOARD OF ELIZABETH TOWNSHIP TRUSTEES

John R. Ryman, President
Greg D. Dilts, Vice President
William D. Sutherly, Trustee

FISCAL OFFICER

Mary Ann Mumford

**THIS IS A COMPLETE SET OF DOCUMENTS
-----DO NOT SEPARATE-----**

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NOTICE TO BIDDERS
Section 307.86 of the Ohio Revised Code

The Board of Elizabeth Township Trustees will accept bids at their office and open sealed bids at their office at **5710 East Walnut Grove Road, Troy, Ohio 45373** on:

WEDNESDAY, AUGUST 1, 2018 AT 7:00 P.M.

for the following:

For furnishing all labor, material, and equipment for the Shaggy Bark Subdivision Asphalt Concrete Resurfacing according to specifications on file in the Elizabeth Township Trustee's Office.

Said bids shall be on a unit price basis and shall be in writing on proposal blanks furnished by the Board of Elizabeth Township Trustees.

The minimum wage to be paid any and all classes of labor employed on this contract shall conform to the Prevailing Wage Rates on Public Improvements as determined by the Department of Industrial Relations in accordance with Section 4115, Ohio Revised Code.

Pursuant to Section 153.54 of the Ohio Revised Code, the bidder shall submit a BID GUARANTY as a guarantee that the bidder, if successful, will enter into a contract with the Board of Elizabeth Township Trustees. The BID GUARANTY shall be in the form of either:

1. A bond in accordance with Section 153.54 (B) of the Ohio Revised Code for the full amount of the bid; or
2. A certified check, cashier's check, or letter of credit (Chapter 1305 Ohio Revised Code) in accordance with Section 153.54 (C) of the Ohio Revised Code in an amount equal to 10% of the bid.

Sealed bids shall be addressed to the Board of Elizabeth Township Trustees and shall arrive or be delivered to their office on or before the above stated date and time. Bids shall be marked, "**BID FOR THE SHAGGY BARK SUBDIVISION ASPHALT CONCRETE RESURFACING**".

You may view this notice on the Board of Elizabeth Township Trustees website at www.elizabethtownshipohio.com.

The Board of Elizabeth Township Trustees reserve the right to reject any or all bids, to waive any irregularities in the bids when to the advantage of the township and to select the lowest and best bid in their judgment.

ELIZABETH TOWNSHIP TRUSTEES

BY: John R. Ryman, President
BY: Mary Ann Mumford, Fiscal Clerk

**ELIZABETH TOWNSHIP'S
SHAGGY BARK SUBDIVISION ASPHALT CONCRETE RESURFACING
GENERAL SPECIFICATIONS**

1. INSTRUCTIONS TO BIDDERS

- A. The bidder shall carefully read and examine the Notice to Bidders, bidder's proposals, general information for bidders and drawings, the proposed contract, and visit and inspect the construction site. The successful bidder shall execute the proposed contract upon award.
- B. Should any bidder discover discrepancies, ambiguities, or omissions with respect to these specifications, or should he be in doubt as to their meaning, he shall at once notify the Board of Elizabeth Township Trustees (937-335-1920), who will, if deemed necessary, notify all bidders.
- C. Bids will be received, publicly opened, and read aloud at the place and time named in the "Notice to Bidders".
- D. Each Bidder shall submit two (2) copies of its bid proposal. All bids must be on a proposal form furnished by the Board of Elizabeth Township Trustees and shall be submitted in a sealed opaque envelope clearly marked with the bidders name and address and shall be marked, "**BID FOR THE SHAGGY BARK SUBDIVISION ASPHALT CONCRETE RESURFACING**".

2. BID BOND

Each bid must contain the name of every interested party in the organization and pursuant to Section 153.54 of the Ohio Revised Code; the bidder shall submit a bid guaranty as a guarantee that the bidder, if successful, will enter into a contract with the Board of Elizabeth Township Trustees. The bid guaranty shall be in the form of either:

- A. A bond in accordance with Section 153.54 (B) of the Ohio Revised Code for the full amount of the bid. The bond shall be retained for the successful bidder, and returned to each unsuccessful bidder after the contract is executed. The form of this bond shall be in accordance with 153.571 of the Ohio Revised Code. (Bond form is enclosed)
- B. A certified check, cashier's check, or letter of credit (Chapter 1305 of the Ohio Revised Code) in accordance with Section 153.54 (C) of the Ohio Revised Code in an amount equal to 10% of the total bid. The certified check, cashier's check, or letter of credit will be returned to all bidders when the contract is executed.

3. PERFORMANCE BOND

The successful bidder shall furnish to the Board of Elizabeth Township Trustees a performance bond or a bid guaranty in the amount of 100% of the bid to provide for the completion of the contract, with an additional obligation for the payment by the contractor, and by all subcontractors for all labor performed or materials and tools furnished and for the use of repairs to equipment used in connection with the contract. The form of the bond shall be as follows:

- A. If a 100% bond according to Section 153.54 (B) of the Ohio Revised Code is submitted with the bid, the successful bidders bond shall be as stated in Section 153.571 of the Ohio Revised Code.
- B. If a certified check, cashier' check, or letter of credit in accordance with Section 153.54 (C) of the Ohio Revised Code in the amount equal to 10% of the bid is submitted with the bid, the successful bidder shall file a performance bond for the amount of the contract. The form of the performance bond shall be as stated in Section 153.571 of the Ohio Revised Code.

4. AWARD OF CONTRACT

The Board of Elizabeth Township Trustees will award the contract to the lowest responsible best bidder, taking into consideration accepted alternates, in their sole determination. However, they also reserve the right to reject any or all bids, and, if in the interest of the township to do so, and to waive any defects or irregularities in bid proposals. In making an award pursuant thereto, the Board of Elizabeth Township Trustees will be governed by the applicable provisions of the Ohio Revised Code.

5. ALTERNATES

The Board of Elizabeth Township Trustees (hereinafter "Owner") may request bids on alternates. If the Owner requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.

At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.

The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may, and frequently do; result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that

use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest responsible best bid will be based on the lowest base bid plus selected alternates as well as other identified factors, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

If, during the progress of the Project, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

6. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

The Owner reserves the right to waive any, and all, defects and irregularities in any bid, provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

7. MODIFICATION/WITHDRAWAL OF BIDS

A. Modification. A Bidder may modify its bid by written communication to the Owner at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Owner prior to the bid deadline. The modification shall be submitted in a sealed opaque envelope format and shall arrive and be opened on the scheduled date and hour of the bid opening. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

B. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Request for Bids. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.

C. Withdrawal after Bid Deadline.

a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:

(1) the price bid was substantially lower than the other bids;

(2) the reason for the bid being substantially lower was a clerical

mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;

- (3) the bid was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.
- b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
 - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest responsible bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Bid Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

8. COMPLIANCE WITH APPLICABLE LAWS

- 1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, color, or military status shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, color, or military status.
 - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

9. COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

The bidder must submit the affidavit included in this bid packet with his bid proposal; which certifies that he is in conformance with the Ohio Revised Code as follows: Sections 3517.13(I)(3) and 3517.13(J)(3) require that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods or services with a cost aggregating more than \$10,000 dollars in a calendar year with a corporation, individual, partnership, or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1) are in compliance with the aforementioned provisions.

10. FINDINGS FOR RECOVERY

By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

11. EXCLUDED PARTIES LIST

By submitting its bid, each Bidders certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. BID SUBMISSION

All bids must be received prior to the opening date and time as stated in the notice to bidders. All bids must include the following:

- a. Bidding Blank
- b. Bid Guaranty and if applicable, Contract Bond
- c. Non-Collusion Affidavit
- d. Certification of Compliance with Section 3517.13 of the Ohio Revised Code
- e. Compliance with Non-Discrimination Law
- f. Mixing Plant Certificate
- g. State Pre-qualification Certificate

**ELIZABETH TOWNSHIP'S
SHAGGY BARK SUBDIVISION ASPHALT CONCRETE RESURFACING
DETAILED SPECIFICATIONS**

1. The improvement consists of an asphalt concrete surface course construction in accordance with these specifications upon Elizabeth Township Roads as follows:
 1. Cedar Cove (TR 1226) – Hickory Hollow to Cul-de-sac
 2. Hickory Hollow (TR 1225) – State Route 41 to Dead End
 3. Shaggy Bark (TR 1195) – Hickory Hollow to State Route 41
2. All asphalt concrete material furnished and work performed shall conform to the current State of Ohio Department of Transportation Construction and Material Specifications.
3. Item 407 Tack Coat shall be applied at a rate of 0.10 gallon per square yard or as directed by the Elizabeth Township Trustees. The cost of the Item 407 Tack Coat shall be included in the cost per ton for the asphalt concrete items.
4. The resurfacing shall consist of the following general specifications unless otherwise specified by the Elizabeth Township Trustees. The contractor shall pave all roads using full-width application when pavement widths allow for such operation.

404-LVT Asphalt Concrete (Compacted Thickness)

- A. The following roads shall be resurfaced with one course of 404-LVT Asphalt Concrete, PG 58-28 for a total compacted thickness $1\frac{1}{2}" \pm$:

Cedar Cove (TR 1226)
Hickory Hollow (TR 1225)
Shaggy Bark (TR 1195)

5. Apply the requirements of 401.16 for compaction.
6. The Asphalt Concrete for intersections and drives shall be placed at the same time as the adjacent mainline pavement as directed by the Elizabeth Township Trustees.
7. The asphalt milling on Cedar Cove (TR 1226), Hickory Hollow (TR 1225) and Shaggy Bark (TR 1195) shall be an approximate depth of $1\frac{1}{2}"$ for the entire width of the streets. Milling will be performed in a manner to facilitate paving back into the gutter plate.

8. Traffic shall be maintained at all times to the satisfaction of the Elizabeth Township Trustees. The item of maintaining traffic shall be in accordance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and include the furnishing of lights, signs, barricades, and flagmen equipped with "Walkie-Talkie" radio gear that will insure constant communication between the flagmen at all times in order to provide unimpeded flow of traffic twenty four (24) hours daily, and this item shall be included in the bid price per ton for the asphalt concrete and aggregate berm items. No work shall be done between 6:00 p.m. Friday and 6:00 a.m. Monday, unless otherwise authorized by the Elizabeth Township Trustees.
9. All work done under these specifications shall be under the supervision of the Elizabeth Township Trustees, acting either directly or through their properly authorized agent.
10. The bidder shall bid a unit price per ton for furnishing, applying, and rolling the asphalt concrete items. No additional claim shall be made without first obtaining a written order from the Elizabeth Township Trustees authorizing additional work.
11. Payment for the work required for completion of this project shall be made for actual quantities of material placed in accordance with these specifications and after inspection and final approval of the Elizabeth Township Trustees.
12. Payment will be made on the basis of the unit price bid, as adjusted per these specifications, for all quantities in place up to 90% of the total estimated quantity. Payment to the contractor shall be made within 30 days after the request for payment has been approved by the Elizabeth Township Trustees. The amount retained shall be paid to the contractor within 30 days after final approval of the entire project by the Elizabeth Township Trustees.
13. All contractors employed upon the work shall and will be required to conform to all labor laws of the State of Ohio and to all other laws, ordinances, and legal requirements applicable thereto. The minimum wage to be paid any and all classes of labor employed on this contract shall conform with the prevailing wage rates on public improvements as determined by the Department of Industrial Relations in accordance with Ohio Revised Code Chapter 4115.
14. The price per ton shall include the premium on industrial insurance.
15. The bidder will be required to include in his bid the sales tax on this contract, according to the laws of the State Tax Commission of the State of Ohio.
20. The mixing plant shall be state approved and the bidder shall be state qualified for highway work at the time of the bid opening. The bidder shall submit certification of state approval and pre-qualification with his bid.
21. ODOT CMS Item 401.20 shall not be applicable for this project nor will any price adjustments be made to compensate for the price volatility of fuel, steel, asphalt or

other construction materials and/or services.

22. Preconstruction Meeting: Prior to commencing work on this project, the successful bidder shall schedule a preconstruction conference with the Board of Elizabeth Township Trustees. This meeting will be held at the Township's convenience at the Township Office at 5710 East Walnut Grove Road, Troy, Ohio.

ITEM 404LVT (Low Volume Traffic) ASPHALT CONCRETE
Revised June 5, 2015

Notes to Designers:

Here's what's new in this latest revision of 404LVT

This revised specification includes the following changes: Higher asphalt binder contents for both gravel and limestone mixture formulations; adjusted minimum virgin binder contents; a single level of reclaimed asphalt pavement (20% max.); incorporation of binder type PG58-28; binder adjustment when aggregate absorption is 4 percent or greater.

Select binder grade based on the following considerations.

Use PG58-28 binder to improve resistance to paving aging and cracking.

Why 404LVT was developed

404LVT was developed for use in low volume traffic applications as an alternative to chip sealing and microsurfacing to provide longer service life between treatments, better economy, and motorist satisfaction. It is a 1-inch thick asphalt overlay that corrects minor surface distresses, provides increase to pavement strength, enhances ride comfort, and improves road profile and driver safety. (Note: A variable-depth intermediate course is recommended where profile or crown are excessive.) 404LVT can be furnished as either a hot mix asphalt or warm mix asphalt product. A 404LVT pavement surface is smooth, eliminates dust, is free of loose stone chips, and is quiet and completely reusable into new asphalt pavement.

404LVT has been designed to be rich in asphalt binder, fine-textured, and includes a minimum of 50% of the virgin fine aggregate to be natural sand to facilitate mix density, flexibility, and resilience. These are necessary properties for ensuring longevity and successful mix performance on low volume roadways where oxidation and cracking are the primary pavement distresses. Since 404LVT is a recipe mix it should only be used for roads and parking facilities where heavy, slow moving trucks do not frequent. Do not use in conditions known to be "high stress" pavement areas.

Owners are provided a mechanism (in Table 1, Note 2) to increase (or decrease) binder content if mix appearance deems such necessary. Compensation for binder increases and decreases is provided in Section .22, Acceptance and Basis of Payment. Section .22 includes a pay adjustment mechanism to encourage the contractor to furnish mix having a binder content that closely matches the job mix formula. Mix having binder content below the job mix formula, but within specification tolerances, will receive a pay adjustment commensurate to the deviation from the mix formulation in Table 1. No adjustment is made for binder content in excess of the job mix formula so as to not create an incentive for over-asphalting.

Agencies are requested to contact Flexible Pavements of Ohio for additional guidance and to obtain the most current specification in an MSWord file. Contact Flexible Pavements of Ohio at 1-888-4HOT MIX (446-8649) or info@flexiblepavements.org.

ITEM 404LVT (Low Volume Traffic) ASPHALT CONCRETE
Revised June 5, 2015

- 404LVT.01 Description**
- 404LVT.02 Composition**
- 404LVT.021 Quality Control**
- 404LVT.03 Materials**
- 404LVT.04 Use of Reclaimed Pavement**
- 404LVT.05 Mixing Plants**
- 404LVT.06 Weather Limitations**
- 404LVT.07 Notification**
- 404LVT.08 Asphalt Binder Preparation**
- 404LVT.09 Aggregate Preparation**
- 404LVT.10 Mixing**
- 404LVT.11 Hauling**
- 404LVT.12 Spreading Equipment**
- 404LVT.13 Rollers**
- 404LVT.14 Conditioning Existing Surface**
- 404LVT.15 Spreading and Finishing**
- 404LVT.16 Compaction**
- 404LVT.17 Joints**
- 404LVT.18 Asphalt Binder Compatibility**
- 404LVT.19 Spreading and Surface Tolerances**
- 404LVT.20 Asphalt Binder Price Adjustment**
- 404LVT.21 Method of Measurement**
- 404LVT.22 Acceptance and Basis of Payment**

404LVT.01 Description.

This work consists of constructing a 1-inch thick surface course or variable depth intermediate course of aggregate and asphalt binder for use in low volume traffic applications.

Mix aggregate and asphalt binder in a central plant and spread and compact on a prepared surface according to these specifications and in reasonably close conformity with the lines, grades and typical sections shown on the plans or established by the Engineer.

All specification references herein are to the Ohio Department of Transportation, 2013 Construction & Materials Specifications.

The requirements of specification 401 do not apply except where noted. Asphalt concrete mix pavement thickness shown on the plans or stated in the proposal is for exclusive use in calculating the weight required to be placed per unit of surface area.

Section .22 includes a pay adjustment mechanism for mix that deviates from the job mix formula. Mix having binder content below the job mix formula, but within specification tolerances, will receive an adjustment commensurate to the amount of lacking binder. No payment is made for binder content in excess of the job mix formula.

404LVT.02 Composition.

Establish a Job Mix Formula (JMF) by combining coarse aggregate, fine aggregate, reclaimed asphalt pavement (RAP) and asphalt binder in proportions that result in an asphalt mixture meeting the blend limits in Table 1. Note: a minimum of 50% of the virgin fine aggregate must be natural sand, 703.05

Table 1

Mixture Proportions		
Sieve	Total Percent Passing	
1/2 inch	100	
3/8 inch	90 to 100	
No. 4	72	
No. 8	42 to 60	
No. 16	27 to 45	
No. 50	10 to 22	
No. 200	0 to 8	
Total binder content (% by weight of mix):	Gravel coarse aggregate: 6.6 ^{1,2} Limestone coarse aggregate: 6.8 ^{1,2} Gravel/Limestone coarse aggregate blends: 6.7 ^{1,2} Slag aggregate blends: as determined by Marshall mix design process; medium traffic; binder content selection at 2.5% air voids. Note 1: Increase binder content 0.2% for coarse aggregate having absorption ≥ 4.0 Note 2: The engineer may adjust binder content. Compensation will be made	
Virgin binder min. (% by weight of mix):	Gravel coarse aggregate: 5.6 Limestone coarse aggregate: 5.8	
Traffic volume (ADT):	2500 max.	
Binder Grades:	PG58-28	PG64-22
Limits for Reclaimed Asphalt Pavement (% by weight of mix):	20 max.	10 max.

404LVT.021 Quality Control

Ensure quality control personnel, testing devices, and facilities meet the requirements of Supplement 1041. Meet the requirements of Item 403 except 403.04 and 403.05.

Calibrate asphalt content nuclear gauges according to Supplement 1043.

Perform quality control testing according to the frequency provided in Table 2. Obtain mix samples at the mixing plant.

Table 2

Quality Control Testing Schedule		
Daily Frequency	Tests	Sample Type
Within first 100 tons	binder content, gradation	completed mix
Each 400 tons thereafter	binder content, gradation	completed mix

During production investigate and correct variation from the JMF, as shown by the quality control analysis, of plus or minus 4 percent passing the No. 4 sieve or plus or minus 0.3 percent binder.

If variation exceeds the limits in Table 3 immediately cease production until the cause for variation is determined and corrections made. Notify the Engineer.

Table 3

Deviation from the Design		
Mix Characteristic	From the Design	Range
Binder Content	± 0.5 percent	1.0
No. 4 Sieve	± 6 percent	12

404LVT.03 Materials. Furnish materials conforming to Table 4.

Table 4

Material	Specification
Asphalt binder	702.01
Aggregate	703.05 ³
Mineral filler	703.07
Polymer	702.14

Note 3: Do not apply the gradation requirements for fine aggregate.

404LVT.04 Use of Reclaimed Asphalt Pavement

Process recycled asphalt pavement such that it passes a 9/16-inch sieve and when incorporated ensures a one-half inch maximum aggregate size.

404LVT.05 Mixing Plants. Apply the requirements of 401.05

404LVT.06 Weather Limitations. Apply the requirements of 401.06

404LVT.07 Notification. Apply the requirements of 401.07

404LVT.08 Asphalt Binder Preparation. Apply the requirements of 401.08

404LVT.09 Aggregate Preparation. Apply the requirements of 401.09

404LVT.10 Mixing. Apply the requirements of 401.10 Asphalt mixtures may be produced using the warm mix asphalt method according to 402.09

404LVT.11 Hauling. Apply the requirements of 401.11

404LVT.12 Spreading Equipment. Apply the requirements of 401.12

404LVT.13 Rollers. Apply the requirements of 401.13

404LVT.14 Conditioning Existing Surface. Apply the requirements of 401.14

404LVT.15 Spreading and Finishing.

Ensure spreading operations result in a mat texture that is uniform and free of deficiencies such as tears, drags or other blemishes. Remove and replace areas of deficient mat texture.

Apply the requirements of 401.15

404LVT.16 Compaction. Apply the requirements of 401.16

404LVT.17 Joints. Apply the requirements of 401.17

404LVT.18 Asphalt Binder Compatibility. Apply the requirements of 401.18

404LVT.19 Spreading and Surface Tolerances. Apply the requirements of 401.19

404LVT.20 Asphalt Binder Price Adjustment. Apply the requirements of ODOT proposal note 534

404LVT.21 Method of Measurement. Apply the requirements of 401.21

404LVT.22 Acceptance and Basis of Payment. Apply the requirements of 401.22

Acceptance for gradation and binder content will be based upon the mean of the results of all required quality control tests performed during a day's production.

The pavement owner is responsible for verification testing according to 403.06.

Production will be considered acceptable if the tolerances shown in Table 3 are not exceeded and the remaining sieves do not exceed the limits of the applicable specifications.

In the event material does not meet these requirements but that reasonably acceptable material has been produced, the Engineer will make a determination if the deficient work will be accepted and remain in place. If accepted, payment will equal 90 percent of the bid item cost for deviations related to aggregate gradation; 70 percent for binder deviations.

Payment for accepted quantities, complete in place, will be based on the following formula: $CY \times [Unit\ Price + 2BI(B_{ADJUST} - BC)]$

Where CY = cubic yards of asphalt concrete

Unit Price = unit price bid for the item

BC = Binder Correction factor.

$$BC = B_{JMF} - B_{ACTUAL} \text{ if } B_{JMF} > B_{ACTUAL}$$

$$BC = 0 \text{ if } B_{JMF} < B_{ACTUAL}$$

B_{ACTUAL} = Mean binder content of material placed, excluding deficient material removed or accepted at reduced pay

B_{ADJUST} = (%) binder adjustment (Table 1, Note 2)

B_{BID} = specified binder content (%) + (%) binder added for absorptive aggregate (Table 1, Note 1)

$B_{JMF} = B_{BID} + B_{ADJUST}$

BI = Bidding Index

Pay Items	Unit	Description
404LVT	Cubic Yard	404LVT, Asphalt Concrete, PG 58-28
404LVT	Cubic Yard	404LVT, Asphalt Concrete, PG 64-22

**ELIZABETH TOWNSHIP'S
SHAGGY BARK SUBDIVISION ASPHALT CONCRETE RESURFACING
ESTIMATED QUANTITIES**

ROAD #	ROAD NAME	LOG POINT		LENGTH MI/FT	WIDTH FEET/AV	THICKNESS INCHES	TONS 404-LVT ASPHALT	MILLING S.Y.
		BEGIN	END					
TR 1226	Cedar Cove	0000	0077	0.09	30±	1.5"	139	1,670
TR 1225	Hickory Hollow	0000	0297	0.30	30±	1.5"	444	5,330
TR 1195	Shaggy Bark	0000	0311	0.32	30±	1.5"	473	5,670
	TOTAL PROGRAM:			0.71			1,056	12,670

**BIDDING BLANK
SHAGGY BARK SUBDIVISION ASPHALT CONCRETE RESURFACING
ELIZABETH TOWNSHIP TRUSTEES**

To The Board of Elizabeth Township Trustees:

The undersigned herewith submits a bid of (written) _____
_____ dollars (\$ _____) for the materials and labor involved in applying all items listed on the bidding blank on the specified roads and bridges in accordance with the plans and specifications for said improvement.

ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	TOTAL AMOUNT BID
404-LVT Asphalt Concrete	1,056	Tons		
Asphalt Milling	12,670	S.Y.		
TOTAL BID:				

This bid is accompanied by a bid bond in the sum of \$ _____ for the full amount of the bid, or a _____ (certified check, cashier's check, or letter of credit) in the sum of _____ being not less than ten percent (10%) of the total amount bid, as a guarantee that if said bid is accepted a contract will be signed by the bidder for performance of the work and the material bid upon as per conditions of the bid, and will furnish a bond to the Elizabeth Township Trustees for the performance of the contract as may be required by law.

Are exceptions taken to the standard specifications? _____ (If yes, bidder shall detail reasons for exceptions on attached sheet.)

Completion Date: _____

Is Bidder Qualified For State Highway Work? Yes _____ No _____

Indicate Location of Mixing Plant _____

Is Mixing Plant State Approved? Yes _____ No _____

Company: _____

By: _____

Title: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Date: _____

**BID GUARANTY AND
CONTRACT BOND**
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ ("Contractor") as principal and _____
_____ as surety are hereby held and firmly bound unto the **Board of
Elizabeth Township Trustees**, as obligee in the penal sum of the dollar amount of the bid
submitted by the principal to the obligee on _____, 20__, to undertake the construction
of the **Shaggy Bark Subdivision Asphalt Concrete Resurfacing** ("Project"). The penal sum
referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating
any additive or deductive Alternates 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 foregoing blank is
not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates.
Alternatively, if the blank is filled in the amount stated must not be less than the full amount of
the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the
payment of the penal sum well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named
principal has submitted a bid for work on the 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 (10%) 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 pays to the obligee the
difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified
in the bid, or the costs, in connection with the resubmission, of printing new contract documents,
required advertising, and printing and mailing notices to prospective bidders, whichever is less,
then this obligation shall be null and void, otherwise to remain in full force and effect; if the
obligee accepts the bid of the principal and the principal within ten (10) 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.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said
principal to be done and performed according to the terms of said contract; and shall pay all
lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials
furnished in the carrying forward, performing, or completing of said contract; we agreeing and
assenting that this undertaking shall be for the benefit of any materialman or laborer having a
just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the
same shall remain in full force and effect; and surety shall indemnify the obligee against all
damage suffered by failure of the principal to perform the contract according to its provisions
and in accordance with the plans, details, specifications, and bills of material therefor and to pay
all lawful claims of subcontractors, materialmen, and laborers for labor performed or material
furnished in carrying forward, performing, or completing the contract and surety further agrees

and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)
) ss.:
COUNTY OF _____)

_____ being first duly sworn, deposes and says:
(Type or print name)

that he or she is the _____ of
(Type or print title)

_____, who submits herewith
(Type or print name of company/firm)

to the Board of Elizabeth Township Trustees the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed: _____

Name: _____

Title: _____

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2018, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

WARNING: Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.

**CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

THE BOARD OF ELIZABETH TOWNSHIP TRUSTEES (the "Subdivision") has entered into a contract for the provision of goods and/or services with _____ (the "Provider"), an individual, partnership, unincorporated business, an association, a professional association, estate, trust, corporation, or business trust, the situs of the principal office and place of operations of which is located at _____. The undersigned authorized agent of the Provider certifies on behalf of the Provider that all of the following persons, if applicable, are in compliance with Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code with respect to all public officials who have or had authority to award that contract and all public officials who may authorize or receive goods and/or services under that contract:

- A. Myself;
- B. Each partner or owner of the partnership or association;
- C. Each shareholder of the association;
- D. Each executor or administrator of the estate;
- E. Each trustee of the trust;
- F. Each owner of more than twenty percent (20%) of the corporation or business trust;
- G. Each spouse of any of the above listed persons;
- H. Each child, between seven (7) and seventeen (17) years of age, of any of the above listed persons;
- I. Any political action committee associated with the partnership, the unincorporated business, the estate, the trust, the corporation, or the business trust; and,
- J. Any combination of the persons and entities identified in (A) through (I) above.

The undersigned certifies such compliance on and since _____ (and on the date the Subdivision and the Provider entered into the Contract referenced above if it has not been entered into fully by them). This certification shall be a part of the above-referenced Contract between the Subdivision and the Provider.

By: _____

AUTHORIZED REPRESENTATIVE

Date Signed: _____

WARNING

By signing this Certification of Compliance with Ohio Revised Code Section 3517.13, you are making a representation as to the truth of the statements contained herein. Making a false certification is a felony crime punishable by up to eighteen months in prison, and/or up to \$2,500.00 for an individual or \$7,500.00 for an organization. R.C. § 3517.992(R)(3).

THIS DOCUMENT SHOULD BE RETAINED FOR RECORD PURPOSES.

Compliance With Non-Discrimination Law

_____ (hereinafter "Contractor") hereby states that during the term of the **Shaggy Bark Subdivision Asphalt Concrete Resurfacing** (hereinafter "Project"), the Contractor and any sub-Contractor shall not discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed, national origin, or military status. Contractor and any sub-Contractor shall not discriminate based upon age, race, color, religion, sex, disability, creed, national origin, or military status in any undertaking related to employment including (but not limited to) such actions as hiring, 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.

Contractor: _____

By: _____

Printed Name & Title: _____

(Name)

Date: _____

(Title)

Prevailing Wage Determination Cover Letter

County: MIAMI
Determination Date: 06/04/2018
Expiration Date: 09/04/2018

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference

guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

WARREN, WASHINGTON, WAYNE, WILLIAMS,
WYANDOT

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

**Prevailing Wage Rate
Skilled Crafts
Name of Union: Operating Engineers - HevHwy Zone II**

Change # : LCN01-2017fbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 08/02/2017 Last Posted : 08/02/2017

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$34.84		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.69	\$67.11
Class 2	\$34.72		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.57	\$66.93
Class 3	\$33.68		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.53	\$65.37
Class 4	\$32.50		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.35	\$63.60
Class 5	\$27.04		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.89	\$55.41
Class 6	\$35.09		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.94	\$67.49
Apprentice	Percent											
1st Year	50.00	\$17.42	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$32.27	\$40.98
2nd Year	60.00	\$20.90	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.75	\$46.21
3rd Year	70.00	\$24.39	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.24	\$51.43
4th Year	80.00	\$27.87	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.72	\$56.66
Field Mech Trainee Class 2												
1st year	49.82	\$17.36	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$32.21	\$40.89
2nd year	59.78	\$20.83	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.68	\$46.09
3rd year	69.75	\$24.30	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.15	\$51.30
4th year	79.73	\$27.78	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.63	\$56.52

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement.

Jurisdiction (* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,

MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM,
RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA,
SHELBY, STARK, TUSCARAWAS, UNION, VAN
WERT, VINTON, WARREN, WASHINGTON,
WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig; Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

Class 4 -Ballast Re-locator; Backfillers, Batch Plants; Bar and Joint Installing Machines; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yd and under); Conveyors (highway); Concrete Saws (multiple); Crushers; Deckhands; Farm type tractors, with attachments (highway), except masonry; Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway); Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers; Plant Mixers; Post Drivers; Post Hole Diggers (power auger); Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Tractors, pulling sheepsfoot rollers or graders; Steam Firemen; Vibratory Compactors, with integral power.

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

LORAIN, LUCAS, MADISON, MAHONING, MARION,
MEDINA, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW, MUSKINGUM,
NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY,
PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS,
SANDUSKY, SCIOTO, SENECA, SHELBY, STARK,
SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN
WERT, VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

**Prevailing Wage Rate
Skilled Crafts**

**Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,637,908,957**

Change # : CN1-2017-fbBldgHevHwy

Craft : Truck Driver Effective Date : 07/05/2017 Last Posted : 07/05/2017

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks- Asphalt-Oil Spray bar men- 5 Axle & Over - Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	\$26.91	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.41	\$54.87
Apprentice	Percent										
First 6 months	80.00	\$21.53	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$36.03	\$46.79
7-12 months	85.00	\$22.87	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$37.37	\$48.81
13-18 months	90.00	\$24.22	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$38.72	\$50.83
19-24 months	95.00	\$25.56	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$40.06	\$52.85
25-30 months	100.00	\$26.91	\$7.00	\$7.30	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$41.41	\$54.87

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL,
CHAMPAIGN, CLARK, CLERMONT, CLINTON,
COLUMBIANA, COSHOCTON, CRAWFORD, DARKE,
DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE,
FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY,
HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY,
HIGHLAND, HOCKING, HOLMES, HURON, JACKSON,

JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,
LORAIN, LUCAS, MADISON, MAHONING, MARION,
MEDINA, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW, MUSKINGUM,
NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE,
PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS,
SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD,
WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.



Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration
6606 Tussing Road - PO Box 4009
Reynoldsburg, OH 43068-9009
Phone 614-644-2239 | Fax 614-728-8639
TTY/TDD 800-750-0750
www.com.ohio.gov
An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor
Andre T. Porter, Director

Affidavit Of Compliance PREVAILING WAGES

I, _____, _____ do hereby certify
(Name of Person Signing Affidavit) (Title)

that the wages paid to all employees of: _____
(Company Name)

for all hours worked on the project: _____
(Project Name)

_____ (Project Location)

during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

(Print Name of Officer or Agent)

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

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

SAMPLE CONTRACT DOCUMENTS

Review but DO NOT execute at this time

These documents shall be executed after award is made

OWNER-CONTRACTOR AGREEMENT

Owner: Board of Elizabeth Township Trustees
Address: 5710 East Walnut Grove Road
Troy, Ohio 45373

Contractor: _____
Address: _____

Project: SHAGGY BARK SUBDIVISION ASPHALT CONCRETE RESURFACING

This document is an agreement between the Owner and the Contractor for the Project described in the Bid Documents related to the Contract identified above and is effective as of the date the Agreement is signed by the Owner (the "Effective Date").

The Owner and the Contractor agree as set forth in the following sections:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:

- A. Request for Bids;
- B. Bid Form;
- C. Owner-Contractor Agreement;
- D. Specifications;
- E. Addenda issued;
- F. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- G. Modifications issued after the execution of the contract, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Board of Elizabeth Township Trustees in accordance with the General Specifications.

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE FOR COMMENCEMENT. The date of commencement of the Project shall be the date identified as the "Date for Commencement" in the Notice to Proceed issued by the Owner, through the Board of Elizabeth Township Trustees, to the Contractor. If such Notice to Proceed is not issued, the Date of Commencement of the Work shall be 30 days after the Effective Date of this Agreement.

3.2 DATE FOR SUBSTANTIAL COMPLETION. The Project consists of all labor, equipment, materials, and services necessary to undertake and complete the "Shaggy Bark Subdivision Asphalt Concrete Resurfacing", all in accordance with the Specifications prepared by the Owner.

3.2.1 Substantial Completion is the time at which the Project has progressed to the point where it is sufficiently complete, in accordance with ODOT Construction and Materials Specifications, Item 108.07, so that the Project can be utilized for the purposes for which it is intended. Final Completion shall mean the date that the Project is complete in accordance with the Contract Documents and the Contractor has submitted to the Board of Elizabeth Township Trustees all documents required to be submitted to the Board of Elizabeth Township Trustees for final payment. The date for Substantial Completion on the Project shall be no later than **September 30, 2018**.

3.2.2 SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform the Project on the following dates (there are no shutdown dates if none listed):

Contractor's Construction Schedule for performing the Project shall account for Contractor not being able to perform the Project on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform the Project on these dates.

3.3 LIQUIDATED DAMAGES. If the Contractor does not have the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete within 14 days of achieving Substantial Completion ("Date of Final Completion"), the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Project will be determined by totaling the cost of all line items, as set forth in the line-item-quantity contract amounts.

SCHEDULE OF LIQUIDATED DAMAGES

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$0.00 to \$500,000	\$ 500.00
\$500,000 to \$2,000,000	\$ 1,000.00
\$2,000,000 to \$10,000,000	\$ 1,500.00
\$10,000,000 to \$50,000,000	\$ 2,600.00
Over \$50,000,000	\$ 3,200.00

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

If at any time the Board of Elizabeth Township Trustees is of the opinion that the work to be done under this contract is being improperly performed and if the contractor upon notice shall not take the proper measures to remedy same, the Board of Elizabeth Township Trustees may proceed to place upon the roads to be resurfaced the required tools, labor, equipment and materials to complete the Project in accordance with the specifications, which work and all costs incident thereto shall be charged to the contractor and his bond.

3.5 **PROJECT REPRESENTATIVE.** In any controversy arising between the parties to this contract, regarding an interpretation of these specifications, and the method of application, the decision of the Board of Elizabeth Township Trustees shall be final.

3.5.1 The Project Representative is:

Name: Greg Dilts
Address: 5710 East Walnut Grove Road
Troy, Ohio 45373
Email: gdilts@elizabethtownshipohio.com
Phone: 937-875-0604

4. **CONTRACT SUM (also called Contract Price).** The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Project and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is _____ Dollars (\$ _____), subject to adjustment as set forth in the Contract Documents. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Project or the materials incorporated into the Project. The Contractor will pay any such taxes. The Contract Sum includes the following:

404-LVT Asphalt Concrete	1,056 Tons @ \$ _____ / Ton	\$ _____
Asphalt Milling	12,670 S.Y. @ \$ _____ / S.Y.	\$ _____

Base Bid Amount: \$ _____ (Lump Sum Bid or Total of all Unit Price Extensions)

The Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid.

If after Substantial Completion of the Project, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. **RETAINAGE.** The method of payment and/or retainage thereof shall follow sections 153.12, 153.13, and 153.14, of the Ohio Revised Code. The general procedure for payment shall be as follows:

4.1 Payments will be made at ninety-two percent (92%) of the completed work until the project is fifty percent (50%) complete; after which payments will be made in full for work completed. These payments shall not be considered release by the Township, of the Contractor, of any obligations of this Contract.

4.2 In addition to all other payments on account of work performed, there shall be allowed by the Township and paid to the Contractor, a sum at the rate of ninety-two percent (92%) of the invoice costs, not to exceed the Bid price in a unit price Contract, for material

delivered to the job site of the work or other approved storage site, provided such materials have been inspected and approved by the Township. When such an estimate is allowed, the material on which it is allowed shall therefore become the property of the Township. However, in the case that such material is stolen, damaged or destroyed before being used, or for any reason becomes unfit for use, the Contractor shall replace it at his own expense.

4.3 The unit or lump sum prices stated in the Contract shall be used to determine the amount to be paid and shall constitute full and final compensation for the work. Payment shall be based upon plan quantities unless otherwise approved by the Township.

4.4 The Township reserves the right to increase or decrease quantities or to non-perform all or any portion of the items Bid.

4.5 The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. [NOT USED.]

7. GENERAL.

7.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

7.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Board of Elizabeth Township Trustees; which consent may be withheld for any or no reason.

7.2.1 None of the work to be done under this contract shall be sublet or assigned without the written consent of the Board of Elizabeth Township Trustees; which consent may be withheld for any or no reason. Any assignment of this contract will not release the contractor or his surety from the faithful performance of the contract.

7.3 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Miami County, Ohio and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

7.4 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.5 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Board of Elizabeth Township Trustees will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

7.6 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

7.7 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.7.1 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, color, or military status shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, color, or military status.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.7.2 PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

7.7.3 ETHICS. By signing and entering into this Agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.8 JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.9 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

7.10 PARTNERING. Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

7.11 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

7.12. DUTY TO INDEMNIFY OWNER. To the extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its commissioners, trustees, officers, employees and representatives from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) are caused by or result from the performance of the Work by the Contractor, anyone directly or indirectly employed by the Contractor, any sub-contractor of the Contractor, or anyone for whose acts the Contractor is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless or willful act, error or omission of the Contractor, anyone directly or indirectly employed by the Contractor, any sub-contractor of the Contractor, or anyone for whose acts the Contractor is legally liable. The terms and conditions of this paragraph shall survive termination of this Contract for any reason and further, the terms and conditions contained in this paragraph are intended to be, and shall be construed as consistent with, and not in conflict with, Ohio Revised Code Section 2305.31.

7.12.1. *Contractor Duty to Repair or Replace Items*. In addition to its duties to indemnify the Owner pursuant to paragraph 7.12 above, Contractor shall promptly correct, repair and/or replace any items, work, and/or materials installed as part of the Work and damaged and/or destroyed as a result of the fault or negligence of the Contractor, its officers, employees, sub-contractors or others engaged by Contractor in the performance of the Work. Such correction, repair and/or replacement shall be the sole responsibility of the Contractor and at the Contractor's sole expense.

7.13. CONTRACTOR LIABILITY INSURANCE. The Contractor shall purchase and maintain liability and other insurance in such amounts and under such terms as set forth in the Contract Documents.

7.13.1. Within fifteen days of the execution of this Contract by the Owner, the Contractor shall without demand furnish the Owner with a certified copy of any insurance certificate required to be purchased or maintained by the Contractor

7.13.2. The Contractor shall maintain all insurance in the agreed upon amounts, without interruption, from the date of the execution of this Contract until the date of the termination of this Contract or the date of payment of the final invoice issued by Contractor, whichever is later. Failure of the Contractor to comply with the terms and conditions of this paragraph shall constitute a material breach of this Contract and shall be cause for termination of this Contract by the Owner. Each certificate of insurance shall name the Board of Elizabeth Township Trustees as additional insured.

7.13.2.1 (Comprehensive) Automobile Liability covering:

1. Bodily injury in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each person and One Million Dollars (\$1,000,000.00) for each occurrence, and
2. Property damage in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence.

7.13.2.2 (Comprehensive) General Liability covering:

1. Bodily injury in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) aggregate, and
2. Property damage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) aggregate.

The successful bidder shall require any subcontractor to carry General Liability Insurance in like amounts.

The successful bidder shall provide the Township with a certificate of such insurance prior to any performance of work under the contract of construction.

Payment of this item shall be included in the cost per ton bid for the asphalt concrete and aggregate berm items.

7.13.2.3 Workers' Compensation Insurance:

Workers' Compensation Insurance for all of his employees employed at the site of the project, and in case any work is sublet, the successful bidder shall require any subcontractor similarly to provide Workmens' Compensation

Insurance for all of the latter's employees unless such employees are covered by the protection provided by the contractor. A self-insured successful bidder shall furnish Ohio Industrial Commission approval as such.

7.13.3. Regardless of the amount of any insurance proceeds recovered by the parties under any insurance policies required to be maintained by the parties under this Contract, the Contractor shall be liable to the Owner for the full amount of any claims, damages, losses, liens, causes of action, suits, judgments and expenses (including reasonable attorney's fees and other reasonable costs of defense) of any nature, kind or description which are in excess of such insurance proceeds.

7.14. NO PERSONAL LIABILITY OF OWNER OFFICIALS. Neither the Owner nor its trustees, either individually or collectively, nor any Owner official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution.

7.15. CONTRACT BINDING ON SUCCESSORS AND ASSIGNS. The Owner and Contractor each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract.

7.16. NO THIRD PARTY INTEREST. No person or corporation other than the Contractor and the Owner have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision or covenant herein be construed, so as to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Contract.

7.17. CONTRACTOR IS INDEPENDENT CONTRACTOR. Nothing contained in this Contract is intended to be or shall be construed to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the Contractor or its employees and the Owner. Neither the Contractor nor its employees shall be considered an employee of the Owner nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the Owner including, without limitation, participation in the Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability, and severance pay. The Contractor shall be responsible for complying with all applicable federal, state or local tax codes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner: Board of Elizabeth Township Trustees

Contractor: _____

By: _____

By: _____

Printed: _____

Title: _____

Date: _____

Date: _____

NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

AIA Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.

CONTRACT BOND
(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and _____, as surety, are hereby held and firmly bound unto the Board of Elizabeth Township Trustees ("Owner") as obligee, in the penal sum of _____ Dollars (\$_____), for the payment of which 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 did on the ____ day of _____, 20____, enter into a contract with the Owner for construction of the **SHAGGY BARK SUBDIVISION ASPHALT CONCRETE RESURFACING** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20____.

(PRINCIPAL)

(SURETY)

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

ELIZABETH TOWNSHIP
CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this ____ day of _____, 20____,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

County Amount (includes total amount due, plus penalties and interest thereon)

Miami \$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in Miami County.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this ____ day of _____, 20____.

(Notary Public)

My commission expires
_____, 20____