

BID DOCUMENT
MUSKINGUM COUNTY, OHIO

June 21, 2016

Asphalt Resurfacing (OPWC assisted projects)
Licking Road, CR 414, Falls Township

Estimated Cost - \$315,000

Completion Date: August 26, 2016

Name of Bidder: _____

By: _____

Address: _____

Phone/Fax: _____

Date: _____

INSTRUCTIONS TO BIDDERS

Road Resurfacing (OPWC Assisted Projects)

1. Bidders are advised to examine, before submitting their bids, the location where the proposed work is to be done, as well as the plans, profiles, specifications, and contract documents. It is hereby understood that the bidder has read and fully understands each and every clause embodied in this contract.
2. Each proposal must contain the full name of the party making the bid and all persons interested therein.
3. The award will be made to the lowest and best bidder. Awards will be made on the basis of unit prices bid and the County reserves the right to add to or delete from the estimated bid quantities.
4. Each proposal must be accompanied by a bid guarantee conforming to the requirements of ORC 153.54.
5. The successful bidder will be required to furnish a performance bond in the amount of One Hundred Percent (100%) of his bid.
6. All proposal blanks shall be filled in completely. Failure to do so could result in rejection of bid.
7. Bidder is directed to Section 9, Equal Employment Opportunity Requirements, of the OPWC Proposal Notes, and must answer Yes/No questions, as well as sign the EEO bidder certification at the conclusion of the section.
8. The Board of Muskingum County Commissioners reserves the right to reject any and all bids and to waive irregularities.
9. The attention of bidder is directed to the special statutory provisions (ORC 4115.03 et seq.) governing the prevailing rates of wages to be paid to operators, laborers and mechanics employed and on discriminations, etc. in employment under public contracts (ORC 153.38, 153.60).
10. The bidder shall submit a current O.D.O.T. Certification of Qualifications that will show it is currently qualified by the Ohio Department of Transportation to perform the work as required under section 5525.02 to 5525.09 inclusive of the Ohio Revised Code.
11. O.D.O.T. Specification 401.20, Asphalt Binder Price Adjustment, and all related sections shall not apply to this project.

OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 10/2/12)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

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

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

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

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

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

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

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

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

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying

or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

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

4. OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

5. DRUG-FREE WORKPLACE PROGRAM

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

6. OHIO PREFERENCE

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

7. BID GUARANTY

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

8. OHIO ETHICS LAW

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

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

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

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

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

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

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

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

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

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

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

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? Yes No

OR

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

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

BIDDER'S EEO COVENANTS:

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

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

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

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

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

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

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

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

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

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

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

>>> The prime contract bidder hereby adopts the foregoing covenants ? ___ Yes ___ No

BIDDER'S CERTIFICATION:

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

_____/_____/_____
Signature of Authorized Officer Date

Title

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

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.

10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

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

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

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

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

“APPENDIX C” OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

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

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

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

MUSKINGUM COUNTY
GENERAL CONDITIONS FOR CONTRACT PROJECTS

1. The County is not liable for the contractor's failure to comply with the Americans with Disabilities Act of 1992 (ADA), Public Law 101-336.

2. Time of Commencement and Substantial Completion

The work to be performed under this Contract shall be commenced upon the execution of the Contract and be completed on or before **August 26, 2016** unless the Muskingum County Commissioners and Muskingum County Engineer approve otherwise.

The time of completion of the parts of the work is of the essence of the contract and should the Contractor neglect, refuse or fail to complete the work to be done under the Contract within the time herein agreed upon, after adding all extensions of time granted by the County Commissioners, then in that event the County Commissioners shall have and are hereby given the right to deduct and retain out of such money, which be then due, or which may become due and payable to the Contractor for the work to be done under this contract, the sum of **\$500.00 per day** for each calendar day that the work is delayed in its completion beyond agreed time. Said sum per-day for such delay, failure or non-completion shall be deemed, taken, and treated as liquidated damages which the County Commissioners will suffer by reason of such default and not by way of penalty.

3. Indemnification

The Contractor will indemnify and hold harmless the Owner and the Muskingum County Engineer and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work embraced in the project, provided that any such claims, damage, loss or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the Owner, County Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

4. The contractor and all subcontractors agree to comply with all Federal, State, and local safety & health regulations.
5. The county shall not award a contract for goods, services, or construction to a contractor or person against a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved.

**MUSKINGUM COUNTY, OHIO
ASPHALT CONCRETE RESURFACING PROPOSAL**

ROAD NAME: Licking Road – from Rehl Road to Dillon Falls Road

LENGTH 1.72 Miles WIDTH 22 FT THICKNESS 3 inches

GENERAL INFORMATION AND SPECIFICATIONS

SCOPE OF WORK: The Contractor shall furnish all materials, equipment and tools necessary to complete the asphalt paving complete in place on roadway acceptable to the County Engineer. All materials for the surface course shall meet the specifications provided for Item 404LVT (Low Volume Traffic), Asphalt Concrete. Materials for Item 448 Asphalt Concrete shall meet ODOT specifications. All equipment shall meet current ODOT Specifications. The contractor shall clean and otherwise prepare the surface for paving. The contractor shall grind pavement 6 feet from newly installed curb at a depth of 1 inch on average. Cost for grinding will be included in Item 254 pavement planing. The contractor shall place a butt joint across the entire width of the roadway as directed by the County Engineer to provide a level transition from new asphalt to existing pavement. Contractor shall apply liquid asphalt and seal edges of new to existing pavement at beginning and end of overlay and intersections, including butt joints. A temporary center line shall be applied to the roadway after asphalt has been placed on roadway. The cost of the temporary center line shall be included in the unit price per ton bid for asphalt concrete.

MATERIAL

1,167 SY 254 Pavement Planing – 1 inch avg – 6 feet from concrete curb – 1,750 feet in length
@ \$ _____ = \$ _____

1,539 Tons 404 LVT (Low Volume Traffic) Asphalt Concrete Surface Course, Furnished
Hauled, Spread, and Rolled (1.25" avg) @ \$ _____ = \$ _____

2,154 Tons 448 Type 2 Asphalt Concrete Leveling Course, Furnished
Hauled, Spread, and Rolled (1.75" avg) @ \$ _____ = \$ _____

300 Tons 448 Asphalt Concrete for additional leveling at concrete curb, driveways and
approaches. Furnished, Hauled, Spread, and Rolled
@ \$ _____ = \$ _____

2,215 Gallons 407 Asphalt Tack Coat, Furnished & Applied
(0.1 gal sq. yd.) @ \$ _____ = \$ _____

Bidder Name: _____

TOTAL = \$ _____

Signed: _____

Date: _____

ITEM 404LVT (Low Volume Traffic) ASPHALT CONCRETE
Revised November 8, 2010

Designer Notes:

404LVT was developed for use in low volume traffic applications as an alternative to chip sealing and microsurfacing that provides a longer service life between treatments. 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 include a minimum of 50% of the virgin fine aggregate to be natural sand; this facilitates attaining 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 routes having ADT<2500.

The specification provides for two mix types. The first uses conventional asphalt binder. The second uses Styrene Butadiene Rubber (SBR) polymerization to enhance longevity and facilitate increased concentrations of Recycled Asphalt Pavement (RAP), thereby improving mix economy.

The gradation, aggregate quality, and binder contents are the same for both the polymer-modified and non-modified mixtures. Owners are provided a mechanism (in Table 1, Note 2) to increase (or decrease)

e) 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 an adjustment commensurate to the amount of lacking binder. No adjustment is made for binder content in excess of the job mix formula – so as not to create an incentive for over-asphalting.

Local government agencies considering use of this specification are cautioned regarding the references to the Lab and Department in .02 and .22. These references should be changed to refer to the appropriate agency or engineer. Agencies are asked 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 November 8, 2010

- 404LVT.01 Description**
- 404LVT.02 Composition**
- 404LVT.021 Quality Control**
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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 where average daily traffic is less than two thousand five hundred vehicles per day (ADT < 2500).

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. Include polymer when PMA mixture is specified.

All specification references herein are to the Ohio Department of Transportation, 2010 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, recycled asphalt pavement (RAP), asphalt binder, and polymer compound 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 – 100		
No. 4		72		
No. 16		27 – 45		
No. 50		10 – 22		
No. 200		0 – 8		
Total binder content (% by weight of mix)		Gravel coarse aggregate: 6.2 ^{1,2} Limestone coarse aggregate: 6.4 ^{1,2} Gravel/Limestone coarse aggregate blends: 6.3 ^{1,2} Slag: as determined by the Lab Note 1: Increase binder content 0.2% for coarse aggregate having absorption ≥ 2.0 Note 2: The engineer may adjust binder content. Compensation will be made according to 404LVT.22		
Minimum virgin binder content (% by weight of mix)		Gravel coarse aggregate: 3.7 Limestone coarse aggregate: 3.9 Slag: as determined by the Lab		
404LVT		404LVT-PMA		
% RAP:	Binder Grade:	% RAP:	Binder Grade:	Polymer Content (%)
0 – 20	64-22	0 – 40	64-22	2

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 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 401.20

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 Department will perform 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

Item	Unit	Description
404LVT	Cubic Yard	Asphalt Concrete
404LVT-PMA	Cubic Yard	Asphalt Concrete Polymer Modified