

**PROJECT:**

**2014 County Paving Project**

P R O P O S A L

LOGAN COUNTY  
BOARD OF COMMISSIONERS

Anthony Core  
John Bayliss  
Dustin Wickersham

Letting – **Tuesday, May 27, 2014 at 10:00 A.M.**

Company\_\_\_\_\_

Submitted by \_\_\_\_\_

Street\_\_\_\_\_

Post Office\_\_\_\_\_

City\_\_\_\_\_

State\_\_\_\_\_ Zip\_\_\_\_\_

Telephone \_\_\_\_\_

## NOTICE FOR BIDS

Notice is hereby given that bids will be received at the office of the Logan County Commissioners, 117 E. Columbus Avenue, Suite 100, Bellefontaine, Ohio, 43311, on Tuesday, May 27, 2014 at 10 A.M., Ohio Standard Time for the purpose of **RESURFACING OF COUNTY ROADS WITH HOT MIX ASPHALT CONCRETE** (2014 County Paving Project) according to specifications on file in the Logan County Commissioners Office.

Bids shall be submitted on forms furnished by the Logan County Engineer's Office in a sealed envelope marked "2014 Logan County Paving Project" on the outside. Sealed bid shall be submitted to the Logan County Commissioner's Office at the address listed above.

Bidders must be ODOT Pre-Qualified: "Work Type 10 - Flexible Paving" and shall be pre-qualified at the time of bidding, at the time of award and through the life of the construction contract.

Bids shall have separate unit prices for all items on each road.

Bids will be furnishing labor, equipment, and materials.

As specified in R.C. 153.54, a bidder must submit 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 in the amount of 10% of the bid.

Bidders shall comply with the provisions of the Americans with Disabilities Act of 1990.

Bids will be awarded to the lowest and best bidder, based on the grand total.

The Board of Commissioners reserves the right to reject any or all bids and to waive any defects in the bids.

The Notice to Bidders is posted on the Internet and may be viewed on Logan County Engineer's web page at: [www.co.logan.oh.us/engineer/Bid\\_Documents/index.html](http://www.co.logan.oh.us/engineer/Bid_Documents/index.html)

By Order of the Board of  
Logan County Commissioners

Kacy D. Kirby, Clerk/Admin.

Posted: May 13, 2014

Advertised: May 13, 2014

## **INSTRUCTIONS TO BIDDERS**

**DATE AND PLACE FOR OPENING PROPOSALS:** Pursuant to the Legal Notice, sealed proposals for performing the work will be received by the County Commissioners of Logan County, Ohio.

At the time and place set forth in said notice, they will be publicly opened by the Clerk of the Board of Logan County Commissioners and read aloud; the awarding of the contract, if awarded, will be made by the Board of Logan County Commissioners within 30 days after the opening of the proposals.

**FORM FOR PROPOSALS:** All proposals shall be made upon the blank form of proposal attached hereto, and should give the lump sum price or unit prices for the work, and must be signed by the bidder in accordance with the directions in the form of proposal.

**OMISSIONS AND DISCREPANCIES:** Should a bidder find discrepancies in, or omissions from the drawings or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the Logan County Engineer's Designee, Harvey Grimes, who may send a written instruction to all bidders.

**ACCEPTANCE OR REJECTION OF PROPOSALS:** Logan County reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal in which unit prices are omitted or in which unit prices are unbalanced, may be rejected; any proposal accompanied by an insufficient or irregular bid guarantee may be rejected.

**BID GUARANTEE AND PERFORMANCE BOND:** Bid guarantees and performance bonds shall be in the form as specified in the Notice to Contractors.

**ACCEPTANCE OF PROPOSAL:** Within thirty (30) days after the opening of proposals, the Board of County Commissioners will act upon them. The acceptance of a proposal shall bind the successful bidder to execute the contract, and to be responsible for liquidated damages as provided herein. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Logan County Commissioners.

**DAMAGES FOR FAILURE TO EXECUTE CONTRACT:** Any bidder whose proposal is accepted will be required to appear in person in the office of the Board of Logan County Commissioners, or if a firm or corporation, a duly authorized representative shall so appear, and to execute the contract within ten (10) days after the notice that the contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

**COMPETITIVE BIDDER'S PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete and attach this affidavit to each bid proposal. The amount of the bid guarantee, as specified in Sections 153.54 (B), (C), (D) and (E) of the Ohio Revised Code, accompanying the proposal shall be retained by Logan County as liquidated damages for such breach.

**TIME FOR BEGINNING AND COMPLETION:** Completion date –**September 1, 2014.**

**PRICES:** The prices are to include the furnishing of all materials, plant, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.

**INTERPRETATIONS AND ADDENDA:** No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the contract documents. Every request for an interpretation shall be made in writing and addressed to The Logan County Engineer's Designee, Harvey Grimes, P.O. Box 427, Bellefontaine, Ohio 43311.

**UNIT PRICE:** The unit prices specified in the "Unit Price Bid" column will govern the awarding of the contract.

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

**PREQUALIFICATION OF BIDDERS:** Bids will be accepted only from contractors who are pre-qualified with the State of Ohio, as outlined in Section 102.01 of the Department of Transportation's Construction and Material Specifications, dated January 1, 2010.

## OHIO REVISED CODE

### SECTION 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than ten thousand dollars 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, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13 (I)(1) and (J)(1) are in compliance with the aforementioned provisions. The bidder is required to complete the affidavit provided. Failure to submit the required form with the proposal/bid package could deem the bidder's response to be non-responsive and disqualified from receiving further consideration.

**AFFIDAVIT IN COMPLIANCE WITH  
SECTION 3517.13 OF THE OHIO REVISED CODE  
(Corporation or Business Trust)  
(R.C. 3517.13 (J)(3))**

STATE OF OHIO  
COUNTY OF LOGAN

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am \_\_\_\_\_ and I am employed as  
[Name]

\_\_\_\_\_ for \_\_\_\_\_  
[Title] [Name of Corporation/Business Trust]

2. In my position as \_\_\_\_\_, I have the authority  
[Title]

to make the certifications contained herein on behalf

\_\_\_\_\_  
[Name of Corporation/Business Trust]

3. On behalf of the above-named Corporation/Trust, I do hereby certify that the following persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:

- (a) Each owner of more than twenty percent of the corporation or business trust;
- (b) Each spouse of an owner of more than twenty percent of the corporation or business trust;
- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty percent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) of this section.

4. I further certify that if the above-named Corporation/Business Trust is awarded a contract by the Board of County Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J) (2) of section 3517.13 of the Ohio Revised Code:

- (a) Each owner of more than twenty percent of the corporation or business trust;
- (b) Each spouse of an owner of more than twenty percent of the corporation or business trust;
- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty percent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) of this section.

5. I further certify compliance with division (J)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the above-named Corporation/Business Trust has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
  
6. I further certify that, in accordance with division (J) (4) (b) of Section 3517.13 of the Ohio Revised Code, if the above-named Corporation/Business Trust is awarded a contract by the Board of County Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Corporation/Business trust shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
  
7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above named Corporation/Business trust to the penalties set forth in section 3517.992 of the Ohio Revised Code.



Further, Affiant sayeth naught.

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Signature

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Title

Sworn to and subscribed by \_\_\_\_\_ in my presence

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Notary Public

**AFFIDAVIT IN COMPLIANCE WITH  
SECTION 3517.13 OF THE OHIO REVISED CODE  
(Individuals or Non-Corporate Entities)  
(R.C. 3517.13(1)(3))**

STATE OF OHIO  
COUNTY OF LOGAN

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am \_\_\_\_\_ and I am employed as  
[Name]  
\_\_\_\_\_ for \_\_\_\_\_.  
[Title] [Entity]
  
2. In my position as \_\_\_\_\_, I have the authority  
[Title]  
to make the certifications contained herein on behalf of the above-named Entity.
  
3. On behalf of the above-named Entity, I do hereby certify that the following persons, if applicable, are in compliance with division (1)(1) of Section 3517.13 of the Ohio Revised Code:
  - (a) The individual;
  - (b) Each partner or owner of the partnership or other unincorporated business;
  - (c) Each shareholder of the association;

- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

4. I further certify that if the above-named Entity is awarded a contract by the Board of Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (1)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;

- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

5. I further certify compliance with division (I)(4)(a) of Section 3517.13 of the Ohio Revised Code and that no political action committee that is affiliated with the above-named Entity has made, within the two previous calendar years, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.
  
6. I further certify that, in accordance with division (I)(4)(b) of Section 3517.13 of the Ohio Revised Code, if the above-named Entity is awarded a contract by the Board of County Commissioners of Logan County, Ohio for the purchase of goods or services costing more than ten thousand dollars, no political action committee that is affiliated with the above-named Entity shall, beginning on the date the contract, make one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, and I understand that the holder of the public office having ultimate responsibility for the award of the contract includes any member of the Board of County Commissioners of Logan County, Ohio.

7. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named Entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

Sworn to and subscribed by \_\_\_\_\_ in my presence this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

**COMPETITIVE BIDDER'S  
PERSONAL PROPERTY TAX AFFIDAVIT  
LOGAN COUNTY, OHIO (R.C. 5719.042)**

STATE OF OHIO:

: ss:

LOGAN COUNTY :

The undersigned, being duly sworn, says that he is or represents a competitive bidder doing business in, or with Logan County, Ohio, and that: (Check appropriate lines)

\_\_\_\_\_ He is a sole proprietorship doing business under his own name.

\_\_\_\_\_ He is a sole proprietorship doing business under the name of \_\_\_\_\_

\_\_\_\_\_ He is a general partner of the partnership known as \_\_\_\_\_

\_\_\_\_\_ He is a duly authorized officer of the corporation named \_\_\_\_\_

The business address of the bidder is \_\_\_\_\_

\_\_\_\_\_ ; Telephone \_\_\_\_\_

The undersigned further says that the bidder at the time of submitting his or its bid:

\_\_\_\_\_ Was not charged with any delinquent personal taxes in Logan County, Ohio.

\_\_\_\_\_ Was charged with delinquent personal property taxes as follows:

YEAR	AMOUNT	PENALTY	INTEREST
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____
20_____	\$_____	\$_____	\$_____

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO:  
: ss:  
LOGAN COUNTY :

Before me, a notary, in and for said county, personally appeared

\_\_\_\_\_ (sole proprietor doing business under his own name)

(sole proprietor doing business under the name of \_\_\_\_\_)

(general partner of the Partnership known as \_\_\_\_\_)

(duly authorized officer of the Corporation name \_\_\_\_\_),

who acknowledged that he is authorized in the premises and that his signing of this instrument is the free act and deed of himself or the organization which he represents.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at

\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

COMMISSIONERS:

\_\_\_\_\_ No delinquent taxes - file

\_\_\_\_\_ Delinquent taxes - sent to County Engineer

\_\_\_\_\_  
Clerk

**WRITTEN CONTRACT**

On acceptance of the proposal for said work \_\_\_\_\_do hereby bind myself or ourselves this \_\_\_\_\_ day of \_\_\_\_\_, 2014, to enter into a written contract with the Board of Logan County Commissioners within ten (10) days from date of notice of award.

**IF AN INDIVIDUAL, SIGN BELOW**

Name\_\_\_\_\_ Address\_\_\_\_\_

Telephone\_\_\_\_\_

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

Name\_\_\_\_\_ Address\_\_\_\_\_

Sole Owner\_\_\_\_\_ Telephone\_\_\_\_\_

**IF A PARTNERSHIP, SIGN BELOW:**

Name\_\_\_\_\_ Address\_\_\_\_\_

By\_\_\_\_\_ Telephone\_\_\_\_\_

Partner\_\_\_\_\_ Address\_\_\_\_\_

Partner\_\_\_\_\_ Address\_\_\_\_\_

Partner\_\_\_\_\_ Address\_\_\_\_\_

**IF A CORPORATION, SIGN BELOW:**

Incorporated under the laws of the State of \_\_\_\_\_

Name of Corporation\_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_

By\_\_\_\_\_

Title of Officer Signing



## GENERAL CONDITIONS

1. \_\_\_\_\_ The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the completion of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to such standards.

The State of Ohio Department of Transportation Construction and Material Specifications as revised January 1, 2010 shall govern all items on this project except as modified in the **SUPPLEMENTAL GENERAL CONDITIONS** or in the **PLANS**.

2. \_\_\_\_\_ The following Definitions and Terms refer to the State of Ohio Department of Transportation Construction and Materials Specifications.
- a) The State: Whenever the term "The State" appears in the specifications it shall be changed to mean Logan County, acting through its authorized representatives.
  - b) Department: Whenever the term "The Department" appears on the specifications it shall be changed to mean the office of the Logan County Engineer.
  - c) Director: Whenever the term "The Director" appears in the specifications it shall be changed to mean the Logan County Engineer.
  - d) The Engineer: Whenever the word "Engineer" appears in the Contract Documents or specifications it shall mean the Logan County Engineer or his duly authorized representative.
  - e) The Laboratory: Whenever the word "Laboratory" appears in the Contract Documents or Specifications it shall mean an independent testing consultant in the employ of the County to provide testing for this project.

3. \_\_\_\_\_ The Engineer shall furnish to the Contractor free of charge, all copies of drawings and specifications necessary for the execution of the work.

4. \_\_\_\_\_ The Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation, and other facilities necessary for the execution, and completion of the work. All materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence of the quality and kind of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ to work any unfit person or anyone not skilled in the work assigned to him.

5. \_\_\_\_\_ The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.

6. \_\_\_\_\_ Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor.  
The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer, and any necessary change shall be adjusted as provided in the Contract for Changes in the work.
7. \_\_\_\_\_ The Contractor shall continuously maintain adequate protection on all work from damage. He shall make good such damage, injury, or loss, except as may be due to errors in the Contract Documents. He shall adequately protect adjacent property. He shall provide and maintain all passage ways, barricades, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instructions or authorization from the Engineer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed and authorized.

8. \_\_\_\_\_ The Engineer shall at all times have access to the work. If the specifications, the Engineer's instructions, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.
9. \_\_\_\_\_ The Contractor shall at all times keep a satisfactory superintendent on the work, who shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
10. \_\_\_\_\_ The County, without invalidating the Contract, subject to Section 5555.69 O.R.C., may order work or make changes by altering, adding to or deducting from the work, the Contract Amount being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Except in emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer and no claim for an addition to the Contract Amount shall be valid unless so ordered.

The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum or by unit prices named in the contract or subsequently agreed upon.

If the Engineer deems it expedient to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made therefrom.

11. \_\_\_\_\_ If the Contractor should be adjudged a bankrupt, or be in any manner financially insolvent, or if he should refuse or fail to supply properly skilled workmen or proper materials or otherwise be guilty of a substantial violation of the terms of this Contract then the County, upon written certification by the Engineer that sufficient cause exists to justify such action may without prejudice to any other remedy and after giving the Contractor seven (7) days notice, terminate the employment of the Contractor and take possession of all tools, appliances, and materials thereon, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is finished.

If the unpaid balance in the Contract Price shall exceed the expense of finishing the work including compensation for additional managerial services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

12. \_\_\_\_\_ If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the County, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

13. \_\_\_\_\_ If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate within fourteen (14) days after it is due, or if the County should fail to pay the Contractor within fourteen (14) days of its maturity and presentation, any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice, terminate the Contract and recover from the County payment for all work executed and any loss sustained upon any materials and reasonable profit.

14. \_\_\_\_\_ The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- (A) Defective work not remedied.
- (B) Claims filed or evidence indicating probable filing.
- (C) Failure of the Contractor to pay bills.
- (D) Doubt that the Contract can be completed for the balance then unpaid.

When above grounds are removed payment shall be made for amounts withheld on account of them.

15. \_\_\_\_\_ The Contractor shall indemnify and save harmless the County from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the County, by reason or any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

16. \_\_\_\_\_ The Contractor shall maintain workers' compensation coverage as required by Ohio law.
17. \_\_\_\_\_ The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County.
18. \_\_\_\_\_ The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense.
19. \_\_\_\_\_ The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have the authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any part of the work, to order the force increased or diminished, and to decide questions which arise in the execution of the work.
20. \_\_\_\_\_ The Contractor shall, as directed by the Engineer, remove from public and private property, at his expense, all temporary structures, rubbish and waste materials resulting from his operations.
21. \_\_\_\_\_ The Contractor will be expected to pay the State prevailing minimum wage to all labor employed on this project as ascertained and determined for Logan County, Ohio. A copy of the said prevailing minimum wage is attached.
22. \_\_\_\_\_ For each calendar day that any work shall remain uncompleted after the contract completion date, the liquidated damages, as described in 108 of the State of Ohio, Department of Highway's Materials and Specifications, dated January 1, 2008 may be imposed.
23. \_\_\_\_\_ The Contractor will comply with Sections 153.59 and 153.60 O.R.C., Discrimination and Intimidation on Account of Race, Creed, or Color, and Forfeiture, when performing the work on this project.
24. \_\_\_\_\_ Logan County and the Logan County Engineer will not waive subrogation rights.
25. \_\_\_\_\_ The contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence. The county, its elected officials and employees, shall be named as additional insureds with respect to all activities under this agreement.
26. \_\_\_\_\_ The contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each incident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
27. \_\_\_\_\_ Prior to the commencement of any work under this agreement, the contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. The Contractor will replace certificates for any insurance expiring prior to completion of work under this agreement.

## SUPPLEMENTAL GENERAL CONDITIONS

### ENUMERATION OF PLANS, SPECIFICATIONS, STANDARD DRAWINGS AND ADDENDA

Following are the Plans, Specifications, Standard Drawings and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents".

#### Plan Drawings

Plan Package \_\_\_\_\_ Attached

The above plans were prepared by the Logan County Engineers Office.

#### Specifications

O.D.O.T. Construction and Materials Specifications, dated January 1, 2010.

#### Standard Drawings

O.D.O.T. Standard Construction Drawings

MT-97.10 \_\_\_\_\_ dated \_\_\_\_\_ 4-29-88

#### **Aggregate:**

The contractor shall provide the name and location of the aggregate producer providing the aggregate for this project. The Engineer shall then inform the Laboratory, who will test the aggregate to insure it complies with **all of the requirements** of the O.D.O.T. Specifications. However, if the aggregate has been previously tested by the county, no testing will be required. The percentage of crushed aggregate shall be determined by counting the number of single fractured faces. The County may perform durability testing of the aggregate stockpile.

#### **Job Mix Formula:**

The Job Mix Formula shall be designed for Medium Traffic. **Warm Mix Asphalt is required for this project.** The Contractor shall provide the Job Mix Formula to the Engineer at the time of Bidding. The Engineer shall forward the JMF to the Laboratory for verification.

## GENERAL NOTES

### 2014 County Paving Project

**Mobilization and Bonding:** The Contractor shall fulfill the mobilization requirements detailed in Sections 624.01, 624.02 and 624.03 of the State of Ohio Department of Transportation Construction and Material Specifications. Payment for this work shall be included in the unit cost bid for the proposed work Items 304, 407, 408, 448 and 617. The Contractor shall also include the cost of the bonding requirements in these items.

**Traffic Control:** When paving all routes, the Contractor may close the portions of the routes under construction to through traffic or the Contractor may elect to maintain traffic by providing flaggers. Should the contractor choose to close the road, the following requirements must be met.

- The Contractor shall only close the road being paved between two adjacent intersections.
- The Contractor shall allow residents along the closed portion access to their homes or businesses at all time.
- The Contractor shall provide access for emergency vehicles at all times.
- The Contractor shall provide appropriate signs, cones and other devices to warn and inform the public. Such devices shall be approved by the Engineer,
- The Contractor shall not close the road over night or during the hours of darkness.
- The Contractor shall provide flaggers or signs to direct traffic and to direct trucks turning into or backing into the construction area.
- The Contractor shall notify the Engineer of the closure a minimum of two working days prior to closing the road and one week prior to starting construction. This will allow notice to be given to the public.

**Paving Equipment:** The contractor shall provide a profile ski, on the asphalt spreader on all county and township roads, unless otherwise authorized by the Engineer.

**Temporary Pavement Marking:** The contractor shall place temporary pavement marking in the center of the pavement immediately behind the paver. This shall consist of 4"x 12" reflective strips placed every 100 feet.

**Widening:**

**Milling:**

**Full Width Paving:** The Contractor shall pave full width unless otherwise authorized by the Engineer.

**Item 617 Reconditioning Shoulders:** Complete all shoulder reconditioning as soon as possible or within 7 calendar days following placement of surface course or any course that results in a drop-off of 2 inches or greater. As needed or as directed by the Engineer, the contractor shall deliver and place berm stone to driveways that cannot be laid with less than a 2 inch drop-off on the same day as the placing of the asphalt. Laying of additional asphalt or raking of existing drive aggregate may be adequate in lieu of immediately placing berm stone as approved by the Engineer or his designee. The contractor shall perform compaction of the material using pneumatic tire service truck, motor grader, trench roller, or other suitable pneumatic tire equipment as approved by the Engineer. Use compaction equipment weighing at least 6 tons.

**Item 448 Type 1:** Shall be medium traffic.

**Item 448 Type 2 Heavy:** Shall be type 2 heavy gradation for medium traffic.

**Item 448, Extra Material:** Quantities of asphalt concrete have been provided to correct surface irregularities and to provide for two feet wide tapers at driveways and mailboxes. Additional quantities have also been provided to resurface intersections to the Right of Way line. These quantities are estimated and shall be used at the direction of the Engineer or the Engineer's designee. All extra material shall be of the same type as used for the finish course.

**Job Mix:** Job Mix formula shall be 20% percent R.A.P. (Reclaimed Asphalt Pavement) Maximum for surface material. Job Mix formula shall be 35% percent R.A.P. (Reclaimed Asphalt Pavement) Maximum for base material. Job Mix Formula must include maximum percent of R.A.P. Proposed and minimum percent virgin asphalt binder proposed for all mixes being bid.

**Item 401.20 Asphalt Binder Price Adjustment;** 2002 O.D.O.T. CMS, shall NOT apply to this project

**Testing:** The Engineer's representative shall collect a sample of the material being placed at random times each 500 tons of material delivered to the project. Each sample shall be marked with the date, time the sample was taken, and the delivery ticket number. The samples will be analyzed by the laboratory for asphalt content, gradation and aggregate properties.

**Virgin Asphalt Binder Content:**

The Contractor shall provide 0.2 percent more virgin asphalt binder than required by the job mix formula. The Contractor shall provide data logs showing the virgin asphalt binder content of the mix. The Contractor shall also provide total asphalt binder content 0.2 percent higher than required by the job mix formula. The Contractor shall provide asphalt content gauge test and solvent extraction results for all tests performed by or under the direction of the plant. The final minimum virgin asphalt binder content shall be 5.5% plus 0.2% for a total of 5.7%.

**Quality Control:** Notify the Engineer a minimum of 48 hours, excluding weekends and legal holidays, prior to starting asphalt concrete production. The failure to provide the required minimum notice may result in the Engineer being unable to observe the testing as may be required by this specification. Production and/or placement of asphalt shall not take place without testing equipment being in proper working order.

The minimum asphalt binder content as specified herein by the approved JMF for each type of asphalt material per day of production and placement shall be tested in accordance with AASHTO T-287 and ASTM D 4125. Asphalt content of each asphalt material type shall be tested a minimum of one (1) time per 500 tons of production during each day. The Engineer or his designated representative shall determine when, during the day's production, each of the required tests shall be made; however, the contractor may conduct additional tests beyond those ordered by the Engineer to ensure proper quality control

Document each asphalt content test in a manner acceptable to the Engineer's representative. At a minimum include in each test report the information specified in AASHTO T-287. Provide the written test reports to the Engineer as soon as practicable upon completion of each test.

When directed by the Engineer, provide samples of material per 403.06. Samples obtained per 403.06 will be used, at the Engineer's discretion, to determine aggregate gradation.

The Engineer may order additional tests based on the scope of the project, schedule of asphalt concrete placement, or if workmanship problems become evident. Nothing in this specification, if and when deemed necessary, shall preclude the Engineer from obtaining and testing samples by any other generally acceptable method, in accordance with established standards and practices.

**Payment and Acceptance:** Payment for asphalt concrete paving items representing each day's production will be as accepted and authorized by the Engineer on the basis of weight slips and the following pay schedule. Weight slips shall indicate gross, tare, and net weights, not batch weights.

Acceptance and payment for each type of material will be based on the measured virgin asphalt binder content as compared with that specified, and verified through the data logs. All production data logs shall be correlated to the loading time by the production plant. Resulting pay adjustment(s) will be made in accordance with the following schedule:

PAY SCHEDULE

Pay Factor	Deviation Below Minimum Specified Required Virgin Asphalt Binder Content
1.00	0.00 to 0.10
0.99	0.11 to 0.20
0.98	0.21 to 0.30
0.95	0.31 to 0.40
0.70	0.41 to 0.50
removal	More than 0.50

The pay factor will be applied to the unit price for the respective item in the contract when calculating payment progress estimates.

It will be at the option of the Engineer to accept or reject material to which a minimum 0.70 pay factor is applicable or to which the specified Binder Grade has not been provided. If material is rejected, it shall be removed and replaced with acceptable material meeting the specification requirements at no additional cost to the Owner.

Total asphalt binder content pay adjustment shall be calculated according to Item 403.



**RECIPIENTS OF NOTICE FOR BIDS**

**2014 COUNTY PAVING PROJECT**

H & S Asphalt, LLC  
Attn: Van Harvey  
2422 US Route 68 North  
Bellefontaine, OH 43311  
937-593-5173

The Shelly Company  
Attn: Steven Morris  
1700 Fostoria Avenue  
Suite 200  
PO Box 3100  
Findlay, OH 45840

McGraw Hill-Dodge Reports  
950 Contract St., Suite 100A  
Lexington, KY 40505  
800-393-6343 (phone)  
800-625-3488 (fax)  
[dodge\\_reocmw@mcgraw-hill.com](mailto:dodge_reocmw@mcgraw-hill.com)

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7261 Engle Road, Suite 304  
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2077 Embury Park Road  
Dayton, OH 45414  
866-907-6300  
937-278-3843 (fax)  
[info@bxohio.com](mailto:info@bxohio.com)

Laborers-Employers Cooperation and Education Trust  
P.O. Box 46217, Cincinnati, OH 45246  
614-832-7134(phone), 614-839-9298 (fax)  
Attn: Carmen D. Henderson  
[swo-lect@cinci.rr.com](mailto:swo-lect@cinci.rr.com)

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Attn: Ohio Team  
ohio@isqft.com