

SEN- TR58- 2.98 Bridge Replacement
Project No. C-2025
PID#113910
Edge Goal 5%

CONTRACT DOCUMENT
FOR
SEN-TR58- 2.98 Bridge Replacement
IN
EDEN TOWNSHIP
SENECA COUNTY, OHIO

Plans and Contract Prepared by
SENECA COUNTY ENGINEER
Mark R. Zimmerman, P.E./P.S.
3300 South TR 151
Tiffin, Ohio 44883

Letting Date: April 17, 2025

Submitted By: _____

Address: _____

City: _____

State: _____ Zip _____

Telephone: _____

Email: _____

TABLE OF CONTENTS

A. Instruction to Bidders (Revised 01/24)		
Legal Notice	A	1
Information to Bidders	A	2 to 15
 B. State Information to Bidders (Revised 03/2024)		
1. ODOT'S 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS	B	1
2. PREQUALIFICATION	B	1
3. STEEL PRODUCTS MADE IN THE UNITED STATES	B	1
4. AS PER PLAN DESIGNATION	B	1
5. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID FUNDING	B	2
6. STATE EEO CERTIFICATION CLAUSE	B	3
7. UNRESOLVED FINDING FOR RECOVERY	B	3
8. ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE	B	3
9. US ARMY CORPS OF ENGINEERS AND OHIO EPA PERMITS	B	3
10. OHIO WORKERS' COMPENSATION COVERAGE	B	4
11. PN 034 - 05/25/2011 - DRUG FREE SAFETY PROGRAM	B	4
12. WAIVER OF C&MS 614.03	B	4
13. ODOT AS OBLIGEE ON BOND	B	4
14. PN 032-01/31/2021-C92s REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS	B	5
15. PN 031-6/27/2023-PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS	B	5
16. PN 022-04/15/2013-ENCOURAGING DIVERSITY, GROWTH, & EQUITY (EDGE) REQUIREMENTS	B	6
 C. Proposal (Revised 7/07)		
Bid Proposal	C	1-2
Bid Signature Sheet	C	3-4
Bid Guaranty and Contract Bond (Performance & Payment Bond)	C	5-6
Power of Attorney	C	7
Non-Collusion Affidavit for Seneca County	C	8
Limitation on Use of Contract Funds for Lobbying	C	9
 D. Contract (Revised 6/01)		
Contract Agreement	D	1

LEGAL NOTICE

Sealed proposals for SEN -TR58- 2.98 Bridge Replacement will be received at the Office of the Seneca County Commissioners, 111 Madison Street, Tiffin, Ohio 44883 until 10:00am local time, April 17, 2025 at which time and place said proposals will be publicly opened and read.

The project involves the replacement of the existing, single-span, truss bridge with a new, single-span, prestressed concrete box beam superstructure on new concrete abutments supported by steel H-piles. The project has a 90-day closure. Date set for project completion: October 17, 2025.

Copies of the plans, specifications and other contract documents are on the Seneca County Engineer's website www.sencoeng.com and may be examined and obtained in the office of the Seneca County Engineer, 3300 South TR151, Tiffin, Ohio 44883, 419-447-1011. Office hours are between 7:00am and 3:30pm, Monday through Friday.

All proposals must be submitted on the forms furnished in the contract documents. All proposals shall be accompanied by a Bid Guaranty and Contract Bond (Performance and Payment Bond) in the full amount of the contractor's bid payable to the Seneca County Commissioners and Ohio Department of Transportation.

The funding source for this project is state funds. Therefore, bidders must comply with the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the Seneca County, Ohio. A 5% EDGE goal has been assigned to this project. Bidders shall provide documentation on how the EDGE goal will be met prior to project award.

The contractor shall be ODOT Pre-qualified at the time of bidding, at the time of project award, and through the life of the construction contract. The "Prime" contractor must perform no less than 30 percent of the total original contract price.

The Seneca County Commissioners reserves the right to reject any and or all proposals, to waive an irregularities and to award the contract to the lowest responsive and responsible bid.

By Order of:

Board of Seneca County Commissioners
Seneca County Ohio

Notice to Newspaper: Please publish March 22, 2025

One notarized copy of proof of publication required.

SENECA COUNTY ENGINEER'S OFFICE
INFORMATION TO BIDDERS
FOR CONSTRUCTION CONTRACTS

1. DEFINITIONS

The following terms used herein refer to and designate:

County or Owner - Seneca County Ohio, acting through its properly authorized agents.

Engineer or Director or Inspector - The County Engineer of Seneca County Ohio or his designated representative.

Approved Equal - Approved by the Engineer.

Work - Labor, Materials or both.

Wherever the words "directed", "required", "permitted", "designated", "approved", "satisfactory", "acceptable", or similar words are used, they shall be understood to refer to the exercise of the authority or judgment vested in the Engineer.

2. BIDDER'S QUALIFICATIONS

All bidders shall possess the necessary equipment, personnel, technical skills, knowledge, financial stability, etc. to professionally complete the contract within the stated time frames. In no case will an award be made until all necessary investigations are made as to the qualifications of the bidder to whom the County proposes to award the contract. The County reserves the right to reject the lowest bidder if a determination is made that the lowest bidder is not qualified for the work, and to award the contract to the next lowest bidder, or reject all bids.

3. SPECIFICATIONS

All work shall be performed in accordance with, and all materials shall comply with the requirements of applicable sections of the current Edition of the Construction and Material Specifications of the Department of Transportation of the State of Ohio, and the current Edition of the Standard Construction Drawing of the Department of Transportation of the State of Ohio, and with the contract drawings and documents. Interpretation of Specifications shall be made by the Engineer, and his decision shall be final and binding. In the event of a conflict between the Specifications and the Drawings, the Drawings shall take precedence.

4. PREPARATION OF PROPOSAL

Each proposal shall be submitted on the form provided by the County Engineer. All blank spaces in the Proposal shall be properly filled in with ink opposite each item. In the event of an error in extension the unit prices shown shall prevail. The total amount of the bid shall be written in long hand or typed out in spelled words.

Proposals shall be fully executed without change, alteration, or additions, except as may be provided herein or as required by the plans or specifications. Changes may cause a Proposal to be rejected.

The Proposals shall be placed in a sealed envelope. This envelope and the Bid Guaranty Bonds (or copy if original form is attached to contract) or the check shall be placed in a larger sealed envelope marked "BIDDING DOCUMENTS FOR SEN- TR58- 2.98 Bridge Replacement", which shall be addressed to the Owner and submitted in the manner at the time and place designated in the Legal Notice. Should the Seneca County Commissioners Office be closed on the date due for the submission of bids (due to inclement weather, war, acts of God, or any other reason) then the date and time for submission of said bid shall be tolled by the number of business days resulting in said closure.

If upon opening the outer envelope, the Owner concludes that the Bid Guaranty is unsatisfactory, the inner envelope containing the Proposal will not be opened, and the bid shall be rejected and all papers and envelopes returned to the Bidder.

5. WITHDRAWAL OF PROPOSAL

Contractors who bid on projects under \$500,000.00 may withdraw their bids without liability if, (a) a bid on another public project of less than \$500,000 has been accepted; and (b) the surety company certifies in good faith that the bidder would be unable to perform the subsequent contract because to do so would exceed the bidder's bonding capacity.

6. BID GUARANTY (PERFORMANCE BOND)

Each Proposal (or bid) shall be accompanied by a Bid Guaranty and Contract Bond (Performance Bond) as provided in Section 153.54 of the Ohio Revised Code. The bond is to be made payable to the Seneca County Commissioners and Ohio Department of Transportation (ODOT).

Bid Guaranties are given upon the condition that if any Bidder fails to enter into a satisfactory contract, he shall be liable for the difference between his bid and that of the next lowest bidder, or ten percent (10%) of his bid, whichever is less. If the Owner does not award a contract to the next lowest bidder, but resubmits the project for bidding, the bidder shall be liable for the costs of printing new contract documents, advertising, and printing and mailing of notices to prospective bidders, or ten percent (10%) of his own bid, whichever is less. In case of multiple refusals, all bidders who refuse to enter a contract will share equally in the costs of resubmission of bids.

Bid Guaranty Bonds shall be submitted on the form provided, and shall be in an amount at least equal to 100% percent of the Contractor's bid. They shall comply with all other requirements for Performance and Payment Bond as to signatures and sureties and shall also serve as a guarantee of satisfactory completion of the work covered under the contract.

7 . DOCUMENTS REQUIRED PRIOR TO SIGNING CONTRACT

Within ten (10) days after notification of award of contract, and prior to signing of contract, the successful bidder shall furnish the following to the Engineer:

Name and addresses of Insurance Company and Agent insuring work.

A Workman's Compensation Certificate.

If the Bond is by a Surety Bonding Company, credentials showing Power of Attorney; Certificate of Compliance from State Division of Insurance showing right of Bonding Company to do business in Ohio; and Financial Statement of Bonding Company.

If the Contractor is a corporation from outside the State, a Certificate from the Secretary of State showing right to do business in Ohio.

If the Contractor is a corporation, legal evidence of authority of the agent or officer to sign contracts.

8 . FORFEITURE

The Bidder to whom the Contract may be awarded shall appear at the office of the Commissioners with the sureties offered by him within ten (10) working days, after the date of notification of the acceptance of his proposal and there execute the Contract for the work in the required number of copies. In case of failure to do so, the Bidder will be considered as having abandoned same, and the amount of his deposit shall be forfeited to and become the property of the County, in accordance with Section 153.571 of the Ohio Revised Code.

9 . EXAMINATION OF WORK

Bidders must carefully examine the Plans and the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and operating the necessary equipment and for delivering and handling material for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the Contract, Plans, and Specifications for the work. The County will not be responsible in any manner for answers to any inquiries regarding the meaning of the drawings or specifications given prior to the awarding of the contract unless such answers are in writing and signed by the County Engineer.

10. LAWS AFFECTING PUBLIC WORK

The attention of the bidder is called to the laws of the State of Ohio and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other State.

The Contractor shall conform with all applicable provisions of Chapter 4115 of the Ohio revised Code with respect to wages and working hours. A copy of the Minimum Wage Rate Schedule as determined by the Department of Labor & Industrial Relations is appended in the Special Provisions and made a part hereof. There shall be posted in a prominent and accessible

place on the site of the work a legible statement of the schedule of wages specified in the contract to the various classifications of laborers, workmen, and mechanics employed. Said statement to remain posted during the life of each contract. A notarized copy of all payrolls covering any of the work performed under the contract shall be filed with the prevailing wage coordinator in the County Commissioners Office within two (2) weeks after initial payment and weekly thereafter.

The Contractor shall conform with all applicable provisions of 153.59 and 153.60 of the Ohio Revised Code with respect to discrimination and intimidation on account of race, creed, sex, handicap, or color. Ohio Revised Code Sections 153.59 and 153.60 are reproduced below:

153.59 DISCRIMINATION AND INTIMIDATION ON ACCOUNT OF RACE, RELIGION, SEX, DISABILITY, NATIONAL ORIGIN OR ANCESTRY

Every Contractor for or on behalf of the State, or any Township, County, or Municipal Corporation of the state, for the construction, alteration, or repair of any public building or public work in the state shall contain provisions by which the contractor agrees to both of the following :

- (A) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- (B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color;

5153.60 FORFEITURE

The Contract referred to in Section 153.59 of the revised code shall provide as a forfeiture for any breach of the provisions against discrimination:

- (A) That there shall be deducted from the amount payable to the contractor by the state or by any Township, County, or Municipal Corporation thereof, under this contract, a forfeiture of Twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;
- (B) That the contract shall be canceled or terminated by the state or by any Township, County, or Municipal Corporation thereof, and all money to become due here under may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

The Contractor shall conform with all Federal Laws regarding Civil Rights and the American with Disabilities Act of 1990.

The Contractor shall conform with all applicable provisions of Section 153.011 and 5525.21 of the Ohio Revised Code and Federal Regulation 23 CFR 635.410 with respect to domestic steel

use. 153.011 DOMESTIC STEEL PRODUCTS ONLY TO BE USED IN STATE SUPPORTED PROJECTS; EXCEPTION:

(A) Except as provided in division (D) of this section, whenever any building or structure, including highway improvements, in whole or in part supported by state capital funds, including moneys from the education facilities trust fund, is to be erected or constructed, or whenever additions, alterations, or structural or other improvements are to be made, if any steel products are to be purchased for or provided in the construction, repair, or improvement project, only steel products as defined in division (F) of this section shall be purchased for or provided in the project.

The Contractor shall conform with all applicable provisions of Section 153.03 of the Ohio Revised Code with respect to Drug Free Workplace Program participation.

153.03 DRUG FREE SAFETY PROGRAM (DFSP):

During the Contract time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03 ("OBWC- approved DFSP"). If the Contractor provides Subcontractors that provide labor on the Project site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFSP or an OBWC- approved DFSP.

Federal Occupational Safety & Health Act Rules (OSHA) shall be observed at all times.

Materials purchased for use of consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code.

11. CONTRACTOR'S RESPONSIBILITY

All work shall conform to Federal, State and Local laws, codes, and ordinances and other regulations.

Each Contractor shall be responsible for properly laying out his own work, and for any damages which may accrue by reason of his inaccuracy.

Each Contractor shall protect his work from damage by erecting barriers, providing lights, etc. as may be required to maintain good and safe working conditions at all times and as necessary to protect all materials on the site. He shall be responsible for any damage which may result to the property of other contractors as a consequence of his acts or neglect.

Each Contractor shall obtain all permits or licenses required in the performance of his work, and shall pay all fees in conjunction therewith.

Each Contractor shall protect, defend and save harmless the Owner against any demand for payment for the use of any patented material, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and he further agrees to indemnify and save harmless the Owner from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any acts of the contractor, his servants or agents.

Each Contractor shall cooperate with all other contractors in the execution of their work or storage of tools and materials on the site.

To insure the proper execution of his work, each Contractor shall inspect and measure all previously completed work adjacent to his own and report any discrepancies to the Engineer before proceeding with any of his work which might be adversely affected.

Each Contractor shall render all necessary assistance to the Engineer on the site, by providing tools, labor, or other facilities to provide for inspection, measuring or laying out of work in connection with the project.

12 . INSURANCE

a. WORKMEN'S COMPENSATION INSURANCE - The Contractor and any subcontractors shall take out and maintain such insurance as will protect them from claims under Workmen's Compensation laws, disability benefit laws or other similar employee benefit laws and from claims for damages because of bodily injury, occupational sickness or disease, or death of their employees. Proof of compliance with Workmen's Compensation laws shall be filed with the Owner prior to beginning work and until the date of final payment for the Project and the Contractor shall indemnify and save harmless the Owner from any contributions or liability thereof.

b. BODILY INJURY AND PROPERTY DAMAGE INSURANCE - The Contractor shall provide insurance for (1) Comprehensive Public Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations - Products, and (2) Automobile Bodily Injury and Property Damage Liability, including owned, non-owned and hired vehicles. Any combination of the Contractor's coverage limits, including umbrella - excess liability limits shall provide no less than \$1,000,000 single limit bodily injury and property damage liability coverage. In addition, the contractor shall provide no less than \$2,000,000 General Aggregate limit on a per project basis.

The following coverage, if excluded from the Contractor's standard coverage, shall have the exclusions deleted for policies provided under this Contract: (1) Underground damage caused by mechanical equipment coverage, (2) collapse of or structural injury to buildings coverage, if the nearness of buildings warrants this type of coverage, and (3) blasting shall be provided, if explosives are used in the performance of this Contract.

Insurance shall be provided by an insurance company authorized to do business in the State of Ohio, shall be approved by the Owner, and shall remain in force until the date of final payment for the Project. Before starting work, the Contractor shall furnish a certificate (accord form) certifying the required coverage. Policies (and certificates) shall contain the following endorsements: "The company agrees that 30 days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Seneca County Engineer".

c. BUILDER'S RISK INSURANCE - The Contractor shall take out and maintain Builder's Risk Insurance on Bridges and Buildings against loss by fire, extended coverage, vandalism and malicious mischief on the insurable portion of the Project. Such insurance shall be in an amount

which may vary with the extent of the work completed; but shall at all times be at least equal to the amount previous paid by the Owner on account of work and materials, plus the value of work and materials furnished or delivered by the Contractor but not paid for by the Owner. Insurance shall be issued in the names of the Owner and the Contractor as joint insured as their interests may appear and shall remain in full force and effect until the date of final payment for the Project.

The Owner shall be furnished the original Builder's Risk Policy. It will be returned to the Contractor upon final acceptance of the contract.

13 . INSPECTION AND TESTING OF MATERIALS

The successful bidder must pay for inspection and testing of materials in accordance with the requirements of the Specification, whenever such inspection or testing is called for under the Specifications or by the Engineer.

14 . CONTRACT DOCUMENTS

Contract documents consist of the following: Instruction to Bidder: Legal Notice, Information to Bidders; Proposal: State Information to bidders, Bid Proposal, Bid Signature Sheet, Bid Guaranty & Contract Bond (Performance Bond), Power of Attorney, Contract Agreement, Non-Collusion Affidavit, Limitation on use of Contract Funds for Lobbying, Special Provisions: Supplemental Specifications & Prevailing Wage Rates.

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent is to include all work required for completion of the project in a finished workable condition. Work described in words having a well-known technical or trade meaning shall be held to refer to recognized standards.

Questions arising from interpretation of the contract documents shall be submitted to the Engineer in writing for his decision, which shall be final and binding upon all parties to the contract.

The Contract prices bid in the proposal shall be deemed to include all costs of whatever nature involved in the proper and complete execution of work.

15. MATERIALS AND WORKMANSHIP

Unless otherwise stipulated in the specification, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials. The Contractor shall furnish to the Engineer for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplated installing, together with their performance capacities and other pertinent information.

Shop drawings, schedules and similar documents shall be submitted in duplicate for approval before manufactured or fabricated items are produced.

Approval by the Engineer shall in no way relieve the Contractor from responsibility for proper measurements, fitting, and construction of the work, nor for the necessity of furnishing materials or workmanship not indicated on shop drawings as approved which are required by the plans or specifications.

If not specified in detail, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

When required by the specifications or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

Whenever, in these plans and specifications, there is called for a product of specific manufacturer it is understood that such is merely descriptive of the minimum qualifications and not restrictive as to manufacture. Substitutions of equivalent items may be made if approved by the Engineer, whose decision shall be final.

16 . INSPECTION

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, (except such shop work as may be so permitted), shall be done except in the presence of the Engineer or his assistants. No materials of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection.

The inspection and supervision of the work by the Engineer is intended to aid the Contractor in supplying labor and materials in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of his contract obligations.

17 . ESTIMATED QUANTITIES

The Contractor agrees; that the quantities of work as indicated on the plans are only approximate; that during the progress of the work the County may find it advisable, and shall have the right, to omit portions of the work and to increase or decrease the quantities; and, that the County reserves the right to add or to take from any item as may be deemed necessary or desirable. The Contractor shall and will at no time make claims for anticipated profit or loss of profits, or damages of any kind, because of any difference between the quantities of the various classes of work actually done, or of the material actually furnished, and said estimated quantities.

18 . EXTRA WORK

The Contractor shall do any work and/or furnish any materials not herein provided for, which in the opinion of the Engineer, may be found necessary or desirable for the completion of the

work. No extra work will be paid for or allowed unless the same was done upon written contract with the Board of Commissioners of Seneca County, Ohio, and after all legal requirements have been complied with. The Contractor agrees that he will accept as full compensation for extra work, so ordered an amount determined by one of the following methods:

1. Unit prices stated in the proposal, if applicable; or
2. A price mutually agreed upon, in writing, by the Engineer and the Contractor; or
3. A sum equal to the actual net cost of materials and labor (including premium for Workmen's Compensation Insurance) plus agreed rental, for equipment necessary for the extra work, to the sum of which may be added fifteen (15%) percent as compensation for all other items of expense, including overhead, superintendence, use of small tools and other insurance.

The decision of the Engineer as to whether extra work in fact has been performed shall be conclusive and binding upon both parties to this contract.

19 . COMMENCEMENT, COMPLETION, TIME EXTENSION, LIQUIDATED DAMAGES

The Contractor shall commence work within ten (10) days after the notice to proceed and the rate of progress shall be such that the whole work shall be completed and the site cleaned up in accordance with the contract before the completion date established by the Contractor in his proposal, unless an extension of the completion date shall have been granted by the Engineer.

If the Contractor is delayed due to causes beyond his control, he shall present a claim in writing to the Engineer within five (5) days of the occurrence of such alleged delay, who shall investigate the claim and may obtain the Owner's consent to extend the time for completion of the contract. Such extension shall be final and binding on all parties to the contract.

It is mutually agreed that time is of the essence of this Contract and delay in completion of the project herein will result in damages to the public; now therefore, it is hereby stipulated that upon failure of the Contractor to complete said project within the time limits specified in his bid, Contractor will pay to Owner liquidated damages as indicated in the following schedule for each and every day that may elapse after the completion date. The Contractor hereby authorizes the Owner to withhold said amount(s) from any payments due Contractor under this Contract.

Original Contract Amount	Amount of Liquidated	
(Total Amount of Bid)	Damages	
	to be Deducted for Each	
	Calendar Day of Overrun in	
From More Than	To and Including	Time
0	\$ 25,000	\$ 30.00
\$ 25,000	\$ 50,000	\$ 50.00

\$ 50,000	\$ 100,000	\$ 75.00
\$ 100,000	\$ 500,000	\$100.00
\$500,00	\$1,000,000	\$150.00
\$1,000,000	\$2,000,000	\$200.00
\$2,000,000	\$5,000,000	\$400.00
\$5,000,000	\$10,000,000	\$500.00
Over \$10,000,000		\$600.00

20 . SENECA COUNTY ENGINEER'S DEPARTMENT
DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

The Department's Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract time from the Department in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in question, and differences of opinion between the Department's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the Department. Disputes and claims by subcontractors and suppliers against the Department but not supported by the Contractor will not be reviewed by the Department.

Disputes and claims subject to review by the Department include:

- 1 . Interpretation of specifications, standard drawings, plans, proposal, working drawings, change orders, and orders by Department personnel having authority over the project.
- 2 . Differing site conditions as defined in 104.02.B, 2008 CMS.
- 3 . Cost and time incurred by:
 - a . Suspension of work pursuant to 104.02.C.
 - b . Significant changes in character of work pursuant to 104.02.D.
 - c . Utility interference with the work pursuant to 105.07 and 4A notes.
 - d . Extra work ordered pursuant to 104.02.F and the policy on Change Orders.
 - e . Acts or inaction of the Department or other government agencies.
- 4 . Adequacy and constructability of the plan design.
- 5 . Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in 108.06

and the current Policy 27-012(P) -Time Extensions and Waiver of Liquidated Damages.

6. Other subjects mutually agreed upon by the Department and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust the Department's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in the Court of Claims. The following procedures do not compromise the Contractor's right to seek relief in the Court of Claims.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Department personnel involved in second step review will not consider a dispute until the previous step has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Department personnel involved in a second step review until a decision has been issued by the first step.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work

The Contractor shall continue with all Work, including that which is in dispute. The Department will continue to pay for Work.

Step 1 (On-Site Determination)

The Inspector and Construction Engineer shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in 104.02.G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Construction Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

Step 2 (County Dispute Resolution)

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the County Engineer (CE). The CE will assign the dispute a dispute number. The dispute number will consist of the County number, followed by a hyphen, the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the CE.
2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.

3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comport with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documents.

The County Engineer shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The County Engineer will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute.

The County Engineer shall be responsible for hearing and deciding disputes at the Step 2 level. The decision of the County Engineer is the final step of the Department's Dispute Resolution Process and may not be appealed within the Department. The County Engineer is not bound by any offers of settlement or findings of entitlement made during Steps 1 and 2 of the Dispute Resolution Process.

The dispute becomes a claim when the County Prosecutor receives the Notice of Intent to File a Claim. It is to be understood that in no event will the County incur a cost, or pay for work disputed, that is not otherwise encumbered by a Certification of Funds by the Seneca County Auditor.

Interest on Claims

The County shall not pay interest on any amount found due on a claim

Step 3- Alternative Dispute Resolution (ADR)

In lieu of Filing a Claim or at any time after the County Engineer's hearing, the Contractor may request that the claim proceed through the Alternative Dispute Resolution Process. The Department may agree to binding arbitration as defined by ORC 5525.23 or mediation in the manner in which those methods are practiced by the Department and allowed by law.

The Construction Engineer will coordinate the agreement of the parties to the ADR method, the selection of a neutral third party or technical expert, and the sharing of fees of the neutral third party or technical expert equally. The Construction Engineer will obtain a written agreement, signed by both parties, that establishes the ADR process. The neutral third party or technical expert will have complete control of the claim upon execution of the ADR agreement.

21 . SEQUENCE AND PROGRESS OF WORK

Immediately upon approval of the contract, the Contractor shall submit the following for the approval of the Engineer:

1. A time-progress schedule for the completion of the work.
2. A list of proposed sub-contractors.
3. A list of proposed materials and suppliers.
4. A list of equipment to be used.
5. A list of haul roads.
6. Certificates of Insurance for liability and builders risk insurance.

No departure from approved lists of sub-contractors or materials shall be permitted subsequently without written consent of the Engineer. Prior to approval of the progress schedule, the Contractor shall make any changes deemed necessary by the Engineer.

If, at any time before the commencement or during the progress of the work, the materials and appliances used or to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the contractor to increase efficiency or to improve their character and the Contractor shall conform to such order, but the failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

22 . OWNER'S RIGHT To DO WORK OR SUSPEND WORK

The Owner reserves the right to furnish, at any time, such materials and labor, and to execute such work, in addition to the work of the contractor, as the owner may desire.

If the contractor shall fail to perform any provision of this contract, neglect to prosecute his work properly, or refuse to rectify deficiencies or defects the Owner (after ten days written notice to the Contractor) may do such work necessary and deduct the cost thereof from payments due the Contractor, provided, however, that the engineer shall approve both such action and the amount to be deducted for the cost thereof.

The Engineer may suspend the work of the contractor in whole or in part for a length of time specified.

The Contractor may be compensated for such time of suspension at actual cost not including profits. Costs for machinery or equipment which is idle shall only include those pieces of equipment actually located on the project site. If owned by the Contractor, the rate of compensation shall be at fifty percent (50%) of the reasonable rental rate.

The date for completion shall be extended the number of days of delay the suspension is in force.

The Contractor shall start or resume his work when so notified by the Owner or the Engineer.

23 . OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor shall disregard written instructions of the Engineer, or otherwise violate the provisions of the contract, and his bondsman, after fifteen (15) days written notice to the Contractor may terminate the employment of the Contractor and take full possession of the premises and all tools, materials, and equipment and complete the work in any manner deemed expedient. No further payments shall be made to the contractor until such work is fully completed and costs determined. Cost of such completion shall be paid for from monies due the contractor, or if insufficient he shall pay the difference to the Owner. Expenses and damages incurred through the contractor's default shall be certified by the engineer, and amounts so certified shall be binding upon all parties to the contract.

24. NO WAIVER OR RIGHTS

Neither the inspection of the Engineer or Commissioners or any of their employees, nor any order, measurement or certificate by the Engineer or Commissioners, nor any order by the Commissioners for the payment of money, nor any payment for, or acceptance of the whole or any part of the work by the Engineer or Commissioners, nor any extension of time, nor any possession taken by the Commissioners or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Commissioners, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Commissioners shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of the Contract.

25 . MONTHLY ESTIMATES

Estimates for payment for materials delivered to the site and for work performed shall be submitted by the Contractor each thirty (30) days to the Engineer who shall have the sole right to determine the accuracy of the quantities to be accepted.

Partial payments shall in no way be considered acceptance of any portion of the work.

Materials delivered at the site shall immediately become the property of the Owner.

Upon receipt of partial payments by the Contractor, he shall immediately reimburse each sub-contractor and material supplier for the work covered by the estimate for which payment is made.

The Contractor shall submit waivers of lien, affidavits, receipts, or such other evidence of payment to sub-contractor, suppliers, and employees.

26. FINAL ACCEPTANCE/FINAL ESTIMATE

When notified by the contractor that the work is completed, the Engineer and the Contractor shall make a joint inspection of the project and note any items not completed in accordance with the contract as determined by the Engineer.

After reasonable time, they shall again inspect the project, if any items were found incomplete or unsatisfactory, and when all items are completed to the satisfaction of the Engineer, he shall issue a "Certificate of Completion" stating the date when the work was completed and accepted, which shall be the date for the beginning of the guarantee period, and authorization for the Owner to make final payment to the contractor, including amounts retained on partial payments during the period of construction.

In the event there are exceptions at the time of completion, such exceptions shall be properly noted on the "Certificate of Completion" and such payments covering them withheld until corrected.

Before the final payment is made, the Contractor must furnish an affidavit to the County that all bills for labor and materials have been paid; and an affidavit to the County stating that he has fully complied with Chapter 4115 of the Ohio Revised Code; and an affidavit to the County stating that he has fully complied with Sections 153.59 and 153.60 of the Ohio Revised Code and all Federal requirements regarding Civil Rights, OSHA, and the 1990 Americans with Disability Act. Compliance with Section 27 Guarantee will be necessary prior to releasing the final payment.

27. GUARANTEE

The Contractor shall guarantee his workmanship and materials for a period of two years in the form of a separate Maintenance Bond from the date of acceptance by the Engineer, and shall leave the work in perfect order at completion. Should defects develop within the guarantee period, upon written notice, the Contractor shall remedy the defects and reimburse the Owner for all damage to other work caused by the defects or by work of correcting them. The Maintenance Bond shall be in the original contract amount.

28. FINAL PAYMENT TO RELEASE THE COUNTY

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or performed or relating to the work, and for every act and neglect of the County and others relating to or arising out of the work, excepting only his claims, if any, for amounts withheld by the County, upon final payment. No payment however, final or otherwise shall operate to release the

Contractor nor his Sureties for any obligation upon or under this Contract or the Contractor's Bond.

29. PRICE ADJUSTMENTS

The County does not make any pay adjustments for fluctuation in the price of any materials used for this project including asphalt concrete. The unit price the contractor bids will be the amount paid for that item for the entire project.

STATE INFORMATION TO BIDDERS

GENERAL INFORMATION

RECORD RETENTION FOR FEDERAL PROJECTS

As the County Engineer (LPA), ODOT or the United States Government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the County Engineer (LPA), ODOT or United States Government, all records, books, and documents of every kind and description that relate to this contract.

FUNDING SOURCE AND WAGE RATES

The funds for this project are State monies that are distributed by ODOT through the LPA program. All requests for payment are to be submitted to the County Engineer's office. Any questions regarding the funding or method of payment should be directed to the Engineer prior to the bid opening. Since this is State funds, the Ohio Prevailing wage laws shall control this project.

ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) REQUIREMENTS

An EDGE goal (subcontracts, materials, services) has been set on this PROJECT. The contractor shall make a good faith effort to comply with the EDGE goal by subcontracting with and/or purchasing from those EDGE business enterprises certified by the Ohio Department of Administrative Services pursuant to Ohio Administrative Code 123:2-14. If the contractor is itself an EDGE business enterprise, it may count its own contract in its efforts to comply with the EDGE goal.

REQUIRED CONTRACT PROVISIONS FOR STATE-ONLY FUNDED PROJECTS

If any discrepancies arise between Section A (Seneca County Engineer's Office information to bidders for construction contracts) and Section B (required contract provisions for State-only funded projects), the State provisions in Section B will have priority.

By signing the specified contract proposal, of which the ODOT LPA template (ODOT Spec Book and LPA Spec Book) has been incorporated, the bidder agrees to all of the provisions listed.

PROMPT PAYMENT AND PAYMENT REPORTING

The contractor shall ensure prompt payment to subcontractors and material suppliers per Ohio Revised code 4113.61. Furthermore, the Contractor must record each individual progress payment as well as each final payment to all subcontractors, service providers, and materials and supplies vendors in such payment reporting system that ODOT shall indicate and in compliance with such timeframe that ODOT shall indicate.

**ODOT's LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions for STATE-Only Funded Projects**

1. ODOT'S 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

ODOT's Construction and Material Specifications (C&MS) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. **The incorporation of this document by reference does not interfere with the order of precedence set forth in Section 105.04 of the C&MS Manual.**

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the contractor should replace the terms "the department", "the engineer" and "the DCA" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

2. PREQUALIFICATION

Only prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.

3. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in section 153.011 of the Ohio Revised Code apply to this project. Copies of section 153.011 of the Ohio Revised Code can be obtained from any of the offices of the Department of Administrative Services.

4. AS PER PLAN DESIGNATION (Not required but strongly suggested)

The "As Per Plan" designation is sometimes added to item descriptions in the proposal to assist contractors with easily identifying standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for contractors. However, its use was never intended to relieve contractors of their responsibility to read, bid, and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve contractors of the responsibility to read, bid, and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, contractors are to request clarification through the pre-bid process.

5. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID FUNDING

The following is in addition to C&MS Section 108.10.

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The contractor and all subcontractors shall comply with the provisions contained therein or as otherwise provided by this note. The contractor guarantees the prevailing wage scale to be paid to all laborers and mechanics employed on this contract is 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. 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 registering with the Ohio Department of Commerce, Industrial Compliance Division, Bureau of Wage & Hour Administration at the following web address:

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrAccessLog>

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, Industrial Compliance Division, Bureau of Wage and Hour Administration, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the base hourly rate for any hours worked beyond forty hours during a pay week. The contractor and all subcontractors shall pay all compensation by company funds transfer or legal tender to the worker and fringe benefit program.

The wage and fringe rates determined for this project, or as may be modified later, 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 be otherwise made available to the workers. On the first pay date of the contract work, the contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 of the Ohio Revised Code showing the classification, hourly pay rate, fringes, and identifying the LPA Prevailing Wage Coordinator (PWC), 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 PWC or other designated LPA representative certified payrolls on form whpw1509 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 PWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating 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 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 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 employees are on the job.

If the contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the LPA may terminate the contract and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

6. STATE EEO CERTIFICATION CLAUSE

The hiring of employees for the performance of work under this contract shall be done in accordance with Ohio Revised Code sections 153.59 and 153.591, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B", and the Governor's amended Executive Order 84-9 of November 30, 1984. The successful contractor shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex, or handicap. For any violation, the contractor shall suffer such penalties as provided for in Ohio Revised Code section 153.60 and the Governor Executive Order of January 27, 1972. The bidder also agrees that upon award of this contract they shall incorporate this certification in all subcontracts on this project regardless of tier.

7. UNRESOLVED FINDING FOR RECOVERY

The contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code section 9.24 or that it has taken the appropriate remedial steps required under section 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 LPA or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

8. ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the contractor acting herein by and through the person signing this contract on behalf of the contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the contractor warrants and represents that it will require all of its subcontractors and first tier suppliers to assign all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

9. US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made part of this contract as special provisions incorporated herein. Therefore, in the event the contractor or its agents refuse or fail to adhere to the requirements of the 404 Permit and/or the NPDES Stormwater Permit resulting in an assessment or fine made or levied against ODOT and/or the LPA, the contractor shall reimburse ODOT and/or the LPA within thirty (30) calendar days of the notice of assessment or fine, or the LPA and/or ODOT may withhold the amount of the fine from the contractor's next pay estimate. All money collected or withheld from the contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the LPA and/or ODOT due to the contractor's refusal or failure to comply with the permits.

10. OHIO WORKERS' COMPENSATION COVERAGE

The contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by ODOT. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract will be executed by the LPA.

The contractor must immediately notify the LPA in writing if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the contractor must notify the LPA 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.

11. PN 034 - 05/25/2011 – DRUG FREE SAFETY PROGRAM

During the life of this project, the contractor and all its subcontractors who 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 Safety Program (DFSP) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable Drug Free Workplace Program (DFWP) approved by the OBWC, the department requires each contractor and subcontractor that provides labor to subject its employees who perform labor on the project site to random drug testing of five (5) percent of its employees. The random drug testing percentage must also include the on-site supervisors of the contractors and subcontractors. Upon request, the contractor and subcontractor shall provide evidence of required testing to the department.

Each subcontractor shall require all lower-tier subcontractors who provide labor on the project site with whom the subcontractor is in contract for the work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier subcontractor providing labor at the site.

The department will declare a bid non-responsive and ineligible for award if the contractor is not enrolled in and in good standing in the OBWC's DFSP Discount Program or a similar program approved by the OBWC within eight (8) days of the bid opening. Furthermore, the department will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the contractor to require a subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time the subcontractor provides labor at the site shall result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the State for five (5) years after the date of the breach.

12. WAIVER OF C&MS 614.03

ODOT's 2023 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS) and/or does not impact NHS traffic in any way.

13. ODOT AS OBLIGEE ON BOND

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project owner, ODOT shall be named as an obligee.

14. PN 032 – 01/31/2021 – C92s REQUIRED ON LOCAL-LET CONSTRUCTION PROJECTS

State and federal law requires all contractors and subcontractors participating in state or federally funded projects to be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after 2/1/2021 will require a Request to Sublet (C92) form be completed for each subcontractor working on the project prior to the start of work. This will include all EDGE and non-EDGE material suppliers utilized on the project.

A template for this form may be found and submitted via the GoFormz website located at <https://www.goformz.com/>.

15. PN 031 – 6/27/2023 – PROMPT PAYMENT - LOCAL-LET CONSTRUCTION PROJECTS

ODOT, along with the LPA, shall monitor payments made by the prime contractor and subcontractors for compliance with this Proposal Note and C&MS 107.21. To facilitate this monitoring, the Department requires both prime and subcontractors to report their payments to all subcontractors/second-tier subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld (when allowable under the department's [Retainage Policy dated 4/14/21](#)) and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Please note: submission through GoFormz is required for all Local-let projects. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the department.

Second-tier subcontract means a subcontract awarded directly by the subcontractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

The prime/subcontractor must report the following information:

- The name of the payee;
- The dollar amount of the payment to the payee;
- The date the payee was paid;
- The amount of retainage withheld (if any).

Ohio's 10-day prompt payment requirement is based on the payer's payment issuance date and NOT the payee's payment receipt date.

The prime/subcontractor(s) must sign each reported payment and submit to ODOT via the GoFormz website.

The second-tier subcontractor is responsible for completing the affirmation of payment form in GoFormz.

The prime contractor is responsible for ensuring that all subcontractors and second-tier subcontractors are correctly completing all prompt payment forms via the GoFormz website.

If the prime or subcontractor(s) fail to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant and invoices will not be processed for payment.

Payee must verify each payment reported by the payer within thirty (30) days of the payment being signed by the payer. This verification must include:

- Whether the payment was received, and if so, whether it was or was not as expected
- The dollar amount of the payment received
- The date the payment was received

The prime contractor shall fully complete the last prompt payment form upon receipt of final payment.

SANCTIONS AND ADMINISTRATIVE REMEDIES

Failure by the prime contractor and/or subcontractor(s) to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Notice of Violation via a Letter of Reprimand

2nd Tier: If corrective actions are not taken within the specified three (3) business days, a pay estimate in the amount due to the subcontractor(s) that was not reported or paid may be withheld.

3rd Tier: If a pattern of paying damages persists or the contractor or subcontractor(s) has falsified, misrepresented, or withheld information, ODOT will pursue other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the magnitude and type of offense
- the degree of the contractor's or subcontractor's culpability
- any steps taken to rectify
- the contractor's or subcontractor's record of performance on other projects
- the number of times the contractor or subcontractor has been previously sanctioned by ODOT

16. PN 022 – 04/15/2013 - ENCOURAGING DIVERSITY, GROWTH, AND EQUITY (EDGE) REQUIREMENTS

Pursuant to Ohio Revised Code 122.922, amended 9/30/2021, guiding EDGE program requirements, the percentage indicated on the front cover of this bid is the percent of the awarded contractor's bid. The percentage goal may be met if the contractor is EDGE certified or by subcontracting to certified EDGE firms. EDGE certified firms are those who have been certified by the Ohio Department of Development. If not EDGE certified, the contractor must use its best effort to solicit quotes from and to utilize EDGE subcontractors/suppliers on this project.

WAIVER PROCESS FOR EDGE GOAL

If not EDGE certified, the contractor must document the progress and efforts made to secure the services of EDGE certified subcontractors/suppliers. In the event the contractor is unable to meet the EDGE goal placed on this project, a request for a waiver of all or part of the goal may be made to the Division of Opportunity, Diversity and Inclusion (ODI). The written request must include all signed and dated purchase orders and subcontract agreements for any goal attainment achieved as well as indicate a good faith effort was made to meet the goal. The request must be sent to the Division of Opportunity, Diversity and Inclusion, Mail Stop #3270, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the contractor wishes to avail itself of this process. If an item of work subcontracted to an EDGE firm is non-performed by the department or is the subject of an approved VECP, the contractor may request a waiver for the portion of work excluded.

The department shall consider the following information and documentation when a request for an EDGE goal waiver is received:

- Dollar value and % of EDGE goal. Dollar value and % of waiver request.
- Signed copy of each subcontract or purchase order agreement between the contractor and EDGE subcontractor/supplier utilized in meeting the contract goal.
- Copy of dated written communication, fax confirmation, personal contact, follow-up and negotiation with the EDGE subcontractor/supplier.
- Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE subcontractor/supplier with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Copy of dated written communication and/or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
- Copy of dated written communication and/or dated fax confirmation of EDGE subcontractor/supplier that were not interested in providing a quote for the project.
- All solicitations made by the contractor for subcontracting opportunities and EDGE quotes through SBN.
- Documentation of all negotiating efforts and reason for rejecting quotes from EDGE subcontractor/supplier.
- Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal by looking beyond the items typically subcontracted or consideration of subcontracting items normally performed by the prime contractor as a way to meet the EDGE goal.

The Administrator will review the submitted documentation and issue a written decision within ten (10) business days. The contractor may request administrative reconsideration within fourteen (14) days of being informed that it did not perform a GFE. The contractor must make this request in writing to the following official:

Ohio Department of Transportation
Attention: Administrator, Division of Opportunity, Diversity, & Inclusion
Mail Stop #3270
1980 West Broad Street
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the contractor did not document sufficient good faith efforts.

As part of this reconsideration, the contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the contractor a written decision on reconsideration explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process may be appealed to the Court of Claims.

AFFIDAVIT OF SUBCONTRACTOR PAYMENTS MADE TO EDGE SUBCONTRACTORS/SUPPLIERS

The Ohio Revised Code 122.922 requires ODOT to monitor and verify the work subcontracted to EDGE subcontractors/suppliers is actually performed by the EDGE subcontractor/supplier. The affidavit seeks to verify payments made to EDGE subcontractors/suppliers on the project. Each EDGE subcontractor/supplier must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly where indicated. The affidavit must be signed by the contractor and subcontractor or by the subcontractor and EDGE subcontractor/supplier, if applicable. By signing the affidavit, the noted subcontractors/suppliers agree the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavits shall be mailed to the Ohio Department of Transportation, Division of Opportunity, Diversity & Inclusion, Mail Stop #3270, 1980 West Broad Street, Columbus, Ohio 43223.

SANCTIONS FOR FAILURE TO MEET EDGE GOAL AND DEMONSTRATE GOOD FAITH EFFORT

ODOT will issue sanctions if the contractor chooses not to request a waiver, fails to comply with the contract requirements, and/or fails to demonstrate the necessary good faith effort.

ODOT may impose any of the following sanctions:

- Letter of Reprimand
- liquidated damages computed up to the amount of goal dollars not met
- cross-withhold from future projects
- contract termination
- other remedies available by law including suspension, revocation, and/or debarment

Factors to be considered in issuing sanctions include, but are not limited to:

- the magnitude and the type of offense
- the degree of the contractor's culpability
- any steps taken to rectify the situation
- the contractor's record of performance on other projects including, but not limited to:
 - annual EDGE participation over EDGE goals;
 - annual EDGE participation on projects without goals;
 - number of complaints ODOT has received from EDGE subcontractors/suppliers regarding the contractor; and
 - number of times the contractor has been previously sanctioned by ODOT
- whether the contractor falsified, misrepresented, or withheld information

BID PROPOSAL

for

2025 SENECA COUNTY TR58- 2.98 BRIDGE REPLACEMENT C-2025

To the Board of Seneca County Commissioners:

The undersigned, having full knowledge of the specifications for the furnishing of the equipment/materials in this proposal, hereby agrees to furnish all services, materials, and equipment necessary to supply said equipment/material, according to the plans, specifications and contract documents, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

Date set for completion: October 17, 2025

The "TOTAL AMOUNT OF THE BID", based on the "Approximate Unit Quantities" given below times the unit prices specified by the bidder amounts to the sum of _____

and _____/100 Dollars (\$ _____).

Submitted by _____

Authorized Agent _____

Address _____

UNIT PRICE CONTRACT

For the placement of: TR58- 2.98 Bridge Replacement

ENGINEER'S ESTIMATE: \$ 767,734.40

Ref. No.	OD OT Item No.	Approx. Unit Quant.	Description	Itemized Proposal	
				Unit Price Bid	Total Amt. Bid
1	201	1 Lump	Clearing & Grubbing		
2	202	570 SQ YD	Pavement Removed		
3	202	183 FT	Guardrail Removed		
4	203	81 CU YD	Embankment, As Per Plan		
5	203	284 CU YD	Excavation		
6	204	270 SQ YD	Subgrade Compaction		
7	304	200 CU YD	304 Aggregate Base, as Per Plan		
8	407	20 GAL	Tack Coat		

9	411	10 CU YD	Stabilized Crushed Aggregate (Berm)		
10	441	47 CU YD	Asphalt Concrete Intermediate T2, Pg64-22		
11	441	24 CU YD	Asphalt Concrete Surface T1, Pg64-22		
12	606	200 FT	Guardrail Type MGS		
13	606	4 EA	Bridge End Terminal Assy, Type 4		
14	606	4 EA	Guardrail Anchor Assy, Type B		
15	604	2 EA	ROW Monument (If Authorized)		
16	614	1 Lump	Maintaining Traffic		
17	619	3 Month	Field Office, Type B (If Authorized)		
18	623	1 Lump	Construction Layout Stakes and Surveying		
19	624	1 Lump	Mobilization		
20	626	18 EA	Barrier Reflectors, Type A2		
21	659	20 CU YD	Topsoil 3"		
22	659	1000 SQ YD	Seeding & Mulching		
23	659	2 M Gal	Water		
24	670	300 SQ FT	Ditch Erosion Protection		

25	832	1 Lump	SWPP Plan (If Authorized)		
26	832	1 EA	Erosion Control		
STRUCTURES OVER 20 FT					
27	103	1 Lump	Premium for Contract Performance Bond, Payment Bond, Maintenance Bond		
28	202	1 Lump	Structure Removed, Over 20ft span		
29	202	160 SQ YD	Wearing Course Removed		
30	503	1 Lump	Coffer Dams and Excavation Bracing		
31	503	1 Lump	Unclassified Excavation, As per Plan		
32	505	1 Lump	Pile Driving Equipment Mobilization		
33	507	475 FT	HP 10x42 Piles, furnished		
34	507	323 FT	HP 10x42 Piles, Driven		
35	509	16841 Pound	Epoxy Coated Reinforcing Steel		
36	510	12 EA	Dowel Holes with Non-Shrink Non-Metalic Grout, As per Plan		
37	511	237 CU YD	Class QC1 Concrete, Abutments including footings		
38	512	261 SQ YD	Type 3 Waterproofing		
39	515	6 EA	Prestressed Concrete Non- Composite Box Beam Bridge member, Level 1, B42-48 (98')		
40	516	230 SQ FT	1" Prefomed Expansion Joint Filler		

41	516	24 EA	1/8" Preformed Bearing Pad Shims		
42	516	24 EA	Elastomeric Bearing with Internal Laminates Only (Neoprene) 2"x8"x12", As per Plan		
43	517	213.5 FT	Railing (DBR with TUBULAR BACKUP), As per Plan		
44	518	82 CU YD	Porous Backfill with Filter Fabric		
45	601	110 CU YD	Rip Rap, Class C with Filter Fabric, As per Plan		
46	837	84 FT	SCH35 WEEP HOLES 28@3'		
SPECIAL					
47	518	196 FT	Stainless Steel Drip Strip, As per Plan		
48	530	1 Lump	Structural Survey and Vibration Monitoring		
49	846	20 CU FT	Polymer Modified Asphalt Joint		
TOTAL					

Have you double checked your bid??? Errors or omissions could result in your bid's being declared informal.

BID SIGNATURE SHEET

PROJECT- SEN-TR58- 2.98 Bridge Replacement

PREQUALIFICATION OF BIDDERS - The right to make such investigations as may be deemed necessary to determine the ability of the bidder to perform the work is reserved. The bidder shall furnish all such information and data for this purpose as requested. The right is reserved to reject any bid, if the evidence submitted by or investigation of, such bidder fails to establish that such bidder is properly qualified to carry out the obligations of the contract.

COMPLETION DATE: October 17, 2025

LABOR - MATERIAL BREAKDOWN

In case of errors in extension or addition, the ratio between Labor and Material indicated below shall be maintained.

Amount Bid for Labor _____

Amount Bid for Materials _____

Total Amount Bid _____

(This page must be executed, in the appropriate place, prior to submission of this bid)

WRITTEN CONTRACT -

On acceptance of the proposal for said work _____ do hereby bind _____
(I or We) (myself or ourselves) this _____ day of _____, 20_____, to enter into a
written contract with the Seneca County Commissioners within ten days from date of notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

(Name)

(Post office address)

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

(TradeName)

(Post office address)

-----Sole Owner

By -----

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership)

(Post office address)

By _____

(Partner)

(Post office address)

(Partner)

(Post office address)

(Partner)

(Post office address)

(Partner)

(Post office address)

IF A CORPORATION, SIGN BELOW:

(Name of corporation)

Incorporated under the law of the State of _____

By _____

(Signature and Title of officer signing)

BID GUARANTY AND CONTRACT BOND
(PERFORMANCE AND PAYMENT BOND)
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned(1) _____
(FULL NAME OR LEGAL TITLE OF Contractor and address)

as principal and(2) _____
(Full name or legal Title of Contractor and address)

_____ as sureties,
are hereby held and firmly bound unto the State of Ohio, for the use of The Ohio Department of Transportation (ODOT) and Seneca County hereinafter called the Obliges, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obliges on _____, 20_____ to undertake the project

Known as: _____
(description of project)

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

(surety ceiling on the amount of the bond)

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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obliges 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 Obliges the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obliges may in good faith contract with the next lowest bidder to perform the work covered by the bid: or in the event the Obliges does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obliges the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing 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 Obliges accepts the bid of the Principal and the principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obliges against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, material men, 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 material man or laborer having a just claim, as well as for the Obliges herein; then this obligation shall be void;

otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any way effect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20_____.

In presence of

Principal

By: _____

(Witness to Principal's Signature)

Title: _____

(Witness to Surety's signature)

Surety

By: _____

Attorney in fact

Surety company address

Approved _____, 20_____

Surety Agent's Name and Address

Board of County Commissioners

I hereby approve the form of the foregoing Contract and Bond.

_____, 20_____ Pros. Atty.

Attach corporate seal of principal if corporation.

Attach corporate seal of surety company if signing as surety.

- 1) If a corporation, insert "A corporation organized under the laws of the State of _____, with its principal place of business at _____ in Ohio."
- 2) If a surety company, insert "A corporation organized under the laws of the State of _____ and duly authorized to transact business within the State of Ohio."

POWER OF ATTORNEY

Attach to this page:

A properly executed Power of Attorney showing the authority of the person or persons executing the bond for the Surety or Sureties at the date of the Bond;

or

A Certified Check

or

A Cashiers Check

NOTE: The blank on the bond form where surety indicates the ceiling amount of the bond is not the penal sum of the bond, but the maximum surety will bond the bid. If there is an error in extension of unit prices and the total bid exceeds the ceiling amount indicated, the bid will be declared informal and may be rejected. In the event the contract were offered to the bidder, a new bond would be required. The words "Unlimited Dollars" are acceptable, if that is in fact the relationship between the bidder and his surety. The words "100% of the Contract" are also acceptable. The ceiling amount should not exceed the maximum dollar amount indicated on the Power of Attorney.

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that the he is the

_____ or authorized representative of _____

or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or any other bidder; to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Seneca or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true, and that, such bidder contents thereof, or divulged information or data relative thereto any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

Affiant & Title

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

Notary Public

My Commission Expires:

(Seal)

PN 050-10/15/2004- LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
 - (a.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Affiant & Title

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

Notary Public

My Commission Expires:

(Seal)

CONTRACT AGREEMENT

PROJECT: SEN-TR58- 2.98 Bridge Replacement

For the construction of: SEN-TR58- 2.98 Bridge Replacement, Eden Township, Seneca County, Ohio, as designated by the unit price contract included herewith, for the Seneca County Commissioners.

This AGREEMENT, made and entered into this _____ day of _____, 2025, between the Seneca County Commissioners, hereinafter designated as the OWNER and _____ hereinafter designated as the CONTRACTOR.

WITNESSETH:

That the CONTRACTOR has agreed and by these presents does agree with the OWNER, for the consideration hereinafter mentioned and contained, to furnish all necessary materials, labor and equipment, as called for in the plans, specifications and unit price contract above for

the OWNER, for the total sum of _____ and ___/100Dollars \$ _____. The actual sum to be paid, however, will be the aggregate total as determined by the work actually performed by the CONTRACTOR, calculated upon the unit prices set out in his proposal hereto attached and made a part hereto.

A PERFORMANCE AND PAYMENT BOND, each in the full amount of the contractor's bid amount is attached to this contract.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this contract on the day and year above written at Tiffin, Ohio.

WITNESS:

SENECA COUNTY COMMISSIONERS: (OWNER)

_____ by _____

by _____

by _____

WITNESS:

CONTRACTOR:

by _____

RECOMMENDED BY:

_____, 20_____

date

Seneca County Engineer

CERTIFICATION OF FUNDS:

See attached sheet from Auditor.

APPROVAL OF FORM:

I, _____ Prosecutor of Seneca County, Ohio, do hereby certify the form of this CONTRACT.

date _____

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION 846
POLYMER MODIFIED ASPHALT EXPANSION JOINT SYSTEM**

April 17, 2015

- 846.01 Description**
- 846.02 Materials**
- 846.03 Quality Control**
- 846.04 Surface Preparation**
- 846.05 Bridging Plate Installation**
- 846.06 Binder Coat**
- 846.07 Aggregate Preparation**
- 846.08 Material Installation**
- 846.09 Maintenance of Traffic**
- 846.10 Method of Measurement**
- 846.11 Basis of Payment**

846.01 Description. This work consists of furnishing and installing polymer modified asphalt expansion joint systems at the locations shown in the plans.

846.02 Materials. Furnish materials conforming to:

Bridging Plate (1/4" x 8"):

MaterialASTM A-36, C&MS 106.09

Coating.....C&MS 711.02

Locating Pins 16d (or larger) galvanized common nail

Binder..... ASTM D6297, Table 1

Aggregate:

Type Crushed, Double washed and dried Granite, Basalt or Gabbro

Gradation.....Manufacturer's Recommendation

Backer Rod:

Furnish closed cell foam expansion joint filler capable of withstanding placement temperature of the binder.

The Department will prequalify joint systems by the binder manufacturer.

Furnish the polymer modified expansion joint binder according to the Department's Qualified Products List (QPL) maintained by the Department Office of Materials Management. Prior to beginning work on the joint system, provide the Engineer certified test data of the polymer modified expansion joint binder batch supplied ensuring compliance with all material requirements.

846.03 Quality Control. At least 7 days before work begins, submit to the Engineer a detailed installation plan along with a letter from the joint manufacturer stating that the submitted installation plan is acceptable. The installation plan shall include, but is not limited to, the following information:

- A. Minimum labor requirements
- B. Equipment listing
- C. Weather restrictions
- D. Removal methods
- E. Surface preparation requirements including measures necessary to address water seepage; bridging plate leveling; cleaning and drying
- F. Bridging plate installation include whether locating pins are necessary and specify maximum gap width without backer rod
- G. Binder coat quality control measures
- H. Aggregate preparation quality control measures
- I. Material installation including material proportioning and mixing requirements; minimum/maximum lift thickness; placement and finishing methods; compaction requirements; and quality control measures
- J. Quality control checklist

For items E, F, G and I above, include illustrative photographic examples of acceptable work as well as illustrative photographic examples of issues to avoid that can lead to unacceptable work. For unacceptable work examples, provide descriptions of avoidance measures.

Quality control measures shall include testing equipment and frequency of measurements.

The contractor shall submit a completed quality control checklist and installation documentation to the Engineer immediately following completion of each joint installation. The checklist shall include the date and time when the joint installation began; weather conditions; and all QC measurements taken along with the time of each measurement. The installation documentation shall include photo documentation of the joint width and midpoint depth dimensions at each end of the joint prior to the binder coat as well as documentation of issues that arise during work (attach photographs if available) and steps taken to resolve each issue. The checklist shall be signed by the contractor's employee responsible for supervision of the joint installation.

The Engineer may conduct supplementary sampling and testing of the polymer modified expansion joint binder. If required, provide sample with project number, date, time, location, manufacturer and lot number of the adhesive.

846.04 Surface Preparation. After all paving operations are complete, saw cut full depth of any asphalt overlay or no less than two inches deep for monolithic concrete and twenty inches wide centered over the joint opening. Remove all material, including water-proofing material between the transverse saw cuts. For cuts in monolithic concrete, abrasive blast clean the entire cutout area to remove contaminants and loose aggregates. Thoroughly clean and dry exposed concrete, steel and cut surfaces using compressed air and a hot compressed air (HCA) lance as specified in the installation plan.

If there is an interruption due to weather or other causes, repeat the operation with the HCA

lance immediately before the binder coat operation.

Repair deteriorated joint substrate to the Engineer's satisfaction.

846.05 Bridging Plate Installation. Fill expansion gaps exceeding the maximum size specified in the installation plan with an appropriately sized backer rod. Place backer rod $\frac{1}{8}$ " to $1\frac{1}{8}$ " below the top of the expansion gap. Fill the gap above the backer rod with binder, and spread a 10" wide uniform layer of binder centered over the surface area in the bottom of the cutout.

Center the $\frac{1}{4}$ " x 8" steel bridging plate over the expansion joint and bed into the hot binder. Butt joint the bridging plates to accommodate the entire joint length. Seal butt joints with hot binder. If the installation plan requires locating pins, drill $\frac{1}{8}$ " diameter holes in the center of the joint spaced at 1-ft maximum along the entire length of the joint and install locating pins.

846.06 Binder Coat. Seal all exposed surfaces of the joint with binder. Pour the hot binder over the floor area of the joint and spread to coat all exposed surfaces to the minimum thickness specified in the installation plan. Maintain the binder temperature as specified in the installation plan during application. Heat the binder in a double jacketed oil melter equipped with a continuous agitation system, temperature controls and calibrated thermometer.

Provide a system for accurately measuring the weights of the binder and aggregate.

846.07 Aggregate Preparation. Heat the aggregate to the manufacturer's recommended temperature range in a rotating drum mixer using an HCA lance or a pressure air injection torch (PAT).

846.08 Material Installation. Mix, place and finish the aggregate/binder material according to the installation plan.

Broadcast fine dry aggregate over the hot binder surface to eliminate material tracking as specified in the installation plan.

846.09 Maintenance of Traffic. If necessary to facilitate traffic maintenance, install the joint in two partial width phases. During the second phase of construction, remove a minimum of 2" of the previously installed joint at the phase line. Schedule all operations so that all lanes can be opened to traffic according to the project requirements.

846.10 Method of Measurement. The Department will measure these joints to the nearest cubic foot. The Department will determine the quantity by calculations from field dimensions or by plan dimensions if photo documentation of the joint dimensions, 846.03, is not provided.

846.11 Basis of Payment. The Department will pay for repair of deteriorated substrate as Extra Work according to 109.05 when pay items for this work are not included in the Contract. The Department will pay for accepted quantities completed in place at the contract price as follows:

Item	Unit	Description
846	Cubic Foot	Polymer Modified Asphalt Expansion Joint System

Designer Note:

The plans shall show a plan view and cross-section of each polymer modified asphalt expansion joint location on the bridge. The plan view shall provide the station of the joint centerline at the centerline of construction, skew angle and dimension its length as measured along the centerline of the joint. The cross-section shall dimension the width and thickness of the joint, width of the expansion gap and other significant joint details.