

CONTRACT DOCUMENT
FOR
2024 CR27/CR38 Pavement Resurfacing
IN
VARIOUS TOWNSHIPS
SENECA COUNTY, OHIO

Plans and Contract Prepared by
SENECA COUNTY ENGINEER

*Mark R. Zimmerman, P.E./P.S.
3300 South IR 151
Tiffin, Ohio 44883*

Letting Date: May 16, 2024

Submitted By: _____

Address: _____

City: _____

State: _____ Zip _____

Telephone: _____

Email: _____

TABLE OF CONTENTS

A. Instruction to Bidders (Revised 03/13)		
Legal Notice	A	1
Information to Bidders	A	2 to 16
B. Proposal (Revised 3/2013)		
Bid Proposal	B	1
Bid Signature Sheet	B	2
Bid Guaranty and Contract Bond	B	3 to 5
Non-Collusion Affidavit	B	6
Power of Attorney	B	7
C. Contract (Revised 06/2001)		
Contract Agreement	C	1
D. Special Provisions		
Project Documents	D	1

LEGAL NOTICE

Sealed proposals for 2024 CR27/CR38 Pavement Resurfacing will be received at the Office of the Seneca County Commissioners, 111 Madison Street, Tiffin, Ohio 44883 until 10:00 am local time, May 16th, 2024 at which time and place said proposals will be publicly opened and read. The final completion date is August 29, 2024.

The work shall consist of milling, resurfacing and placement of pavement markings along CR27 from SR162 North to SR18 Reed/Thompson Township. CR38 from SR18 East to CR27. In accordance with all applicable sections of the Ohio Department of Transportation's (ODOT) 2023 Construction and Material Specifications (CMS).

Copies of the plans, specifications and other contract documents are on file and also can be obtained on the website www.sencoeng.com. Office hours are between 6:00am and 4:30pm, Monday through Thursday.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than August 29, 2024.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Seneca County, Ohio as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614-444-2239.

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 May 3, 2024

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 CR27/CR38 Pavement Resurfacing**", 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 & PAYMENT BOND)

Each Proposal (or bid) shall be accompanied by a Bid Guaranty and Contract Bond as provided in Section 153.54 of the Ohio Revised Code. The bidder has the option to submit a Bid Guaranty Bond for one hundred percent (100%) of the total amount bid, or in lieu thereof may submit a certified check or cashier's check for ten percent (10%) of the total amount bid, including alternate items bid, made payable to the Seneca County Commissioners.

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 of one hundred percent (100%) of the total amount bid, including alternate items proposed. They shall comply with all other requirements for Performance Bonds as to signatures and sureties and shall also serve as a guarantee of satisfactory completion of the work covered under the contract.

Bid Guaranties consisting of a certified check, or cashier's check, shall be in an amount of ten percent (10%) of the total amount bid, including alternate items proposed. They shall be revocable only by the Board receiving the bids, and shall be given upon the conditions stated above. A low Bidder who has submitted a certified check or cashier's check as his bid guaranty will be required to post a performance bond before acceptance of his contract. The performance bond shall be in the amount of one hundred (100%) of the total amount bid, including alternate items proposed. All

sureties shall be authorized by law to do business in the State of Ohio. Upon execution of a written contract with satisfactory bond, all checks will be returned.

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 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, CREED, SEX, HANDICAP, OR COLOR:

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;

§153.60 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.

The Seneca County Engineer's Department, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response

to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

§ 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.

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; Bid Proposal, Bid Signature Sheet, Bid Guaranty & Contract Bond (Performance and Payment Bond), Power of Attorney, Contract Agreement, Non-Collusion Affidavit, 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 (Total Amount of Bid)	Amount of Liquidated 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
\$ 500,000	\$ 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 after acceptance by the Engineer who shall have the sole right to determine the accuracy of the quantities to be accepted.

Acceptance of any portion of the work.

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

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.

BID PROPOSAL

For

2024 CR27/CR38 PAVEMENT RESURFACING C-2024-2

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: Thursday, August 29, 2024

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 : CR27/CR38 Pavement Resurfacing

ENGINEER'S ESTIMATE: \$ 1,100,803.00

Ref. No.	ODOT Item No.	Approx. Unit Quant.	Description	Itemized Proposal	
				Unit Price Bid	Total Amt. Bid
1	202	91,401 SY	Wearing Course Removed (2.00" Depth)		
2	407	9,141 GAL	Tack Coat		
3	441	10,157 Ton	Asphalt Concrete Intermediate course, Type 1, (448), as per plan 2 TON/CY		
4	642	7.661 Mile	Center Line, Type 1 5280Ft/Mile		
5	642	11.252 Mile	Edge Line, 4-inch, Type 1		
*SUPPLEMENTAL item to be used at the discretion of the Engineer					
*6	441	509 TON	Asphalt Concrete Intermediate Course, Type 2 (448) as per plan 2 TON/CY		

*7	642	0.384 Mile	Center Line, Type 1 5280 Ft/Mile		
*8	642	0.563 Mile	Edge Line, 4-inch, Type1 5280 Ft/Mile		
TOTAL					

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

BID SIGNATURE SHEET

PROJECT- 2024 CR27/CR38 Pavement Resurfacing

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: August 29, 2024

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."

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that 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)

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.

CONTRACT AGREEMENT

PROJECT: 2024 CR27/CR38 Pavement Resurfacing

For the construction of: 2024 CR27/CR38 Pavement Resurfacing, Various Townships, 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 _____, 2024, between the Seneca County Commissioners, hereinafter designated as the OWNER and _____ of _____ 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 ___/100 Dollars \$_____. 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.

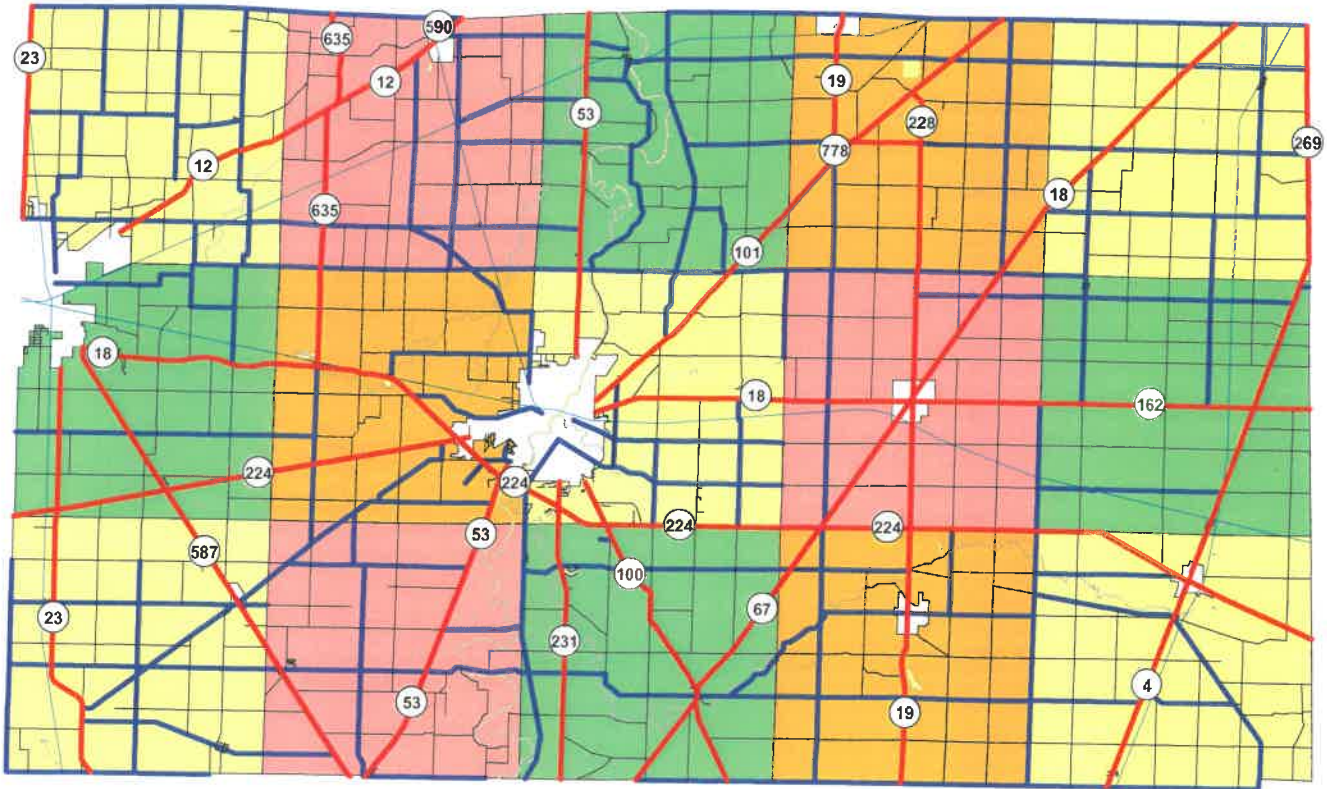
_____ date _____

Seneca County, Ohio Pavement Resurfacing Project



C-2024-2

SEN CR27: STA 0+00 (SR162) north to STA 297+30 (SR18)
SEN CR38: STA 1002+69 (SR18) east to STA 1110+38 (CR27)



2023 SPECIFICATIONS

The standard specifications of the State of Ohio, Department of Transportation, including changes and supplemental specification listed in the proposal shall govern this improvement.

I hereby approve these plans. The provisions for the maintenance and safety of traffic will be set forth on the plans and estimates.

Project Description:
Mill, resurface and install pavement markings

[Signature]
Mark R. Zimmerman PE/PS 4/18/24
Date



Plans Prepared by:
Seneca County Engineer's Office
Mark R. Zimmerman PE/PS
3300 S TR 151
Tiffin, Oh. 44883
Phone: (419) 447-1011



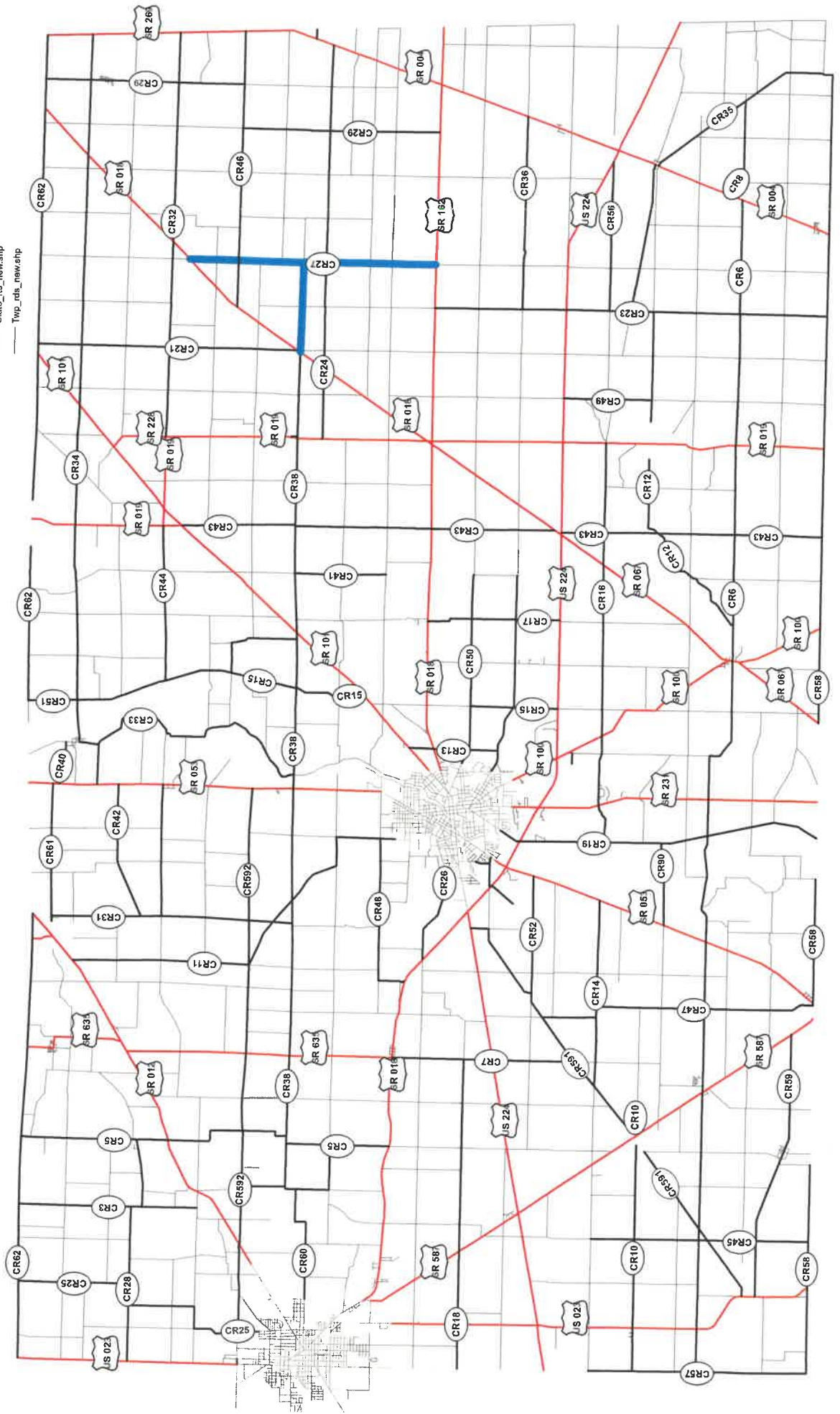
Supplemental Specifications		Standard Construction Drawings		
Seneca County	Railroad Involvement None	Contract #: C-2024-2	PID #:	OPWC Project #:

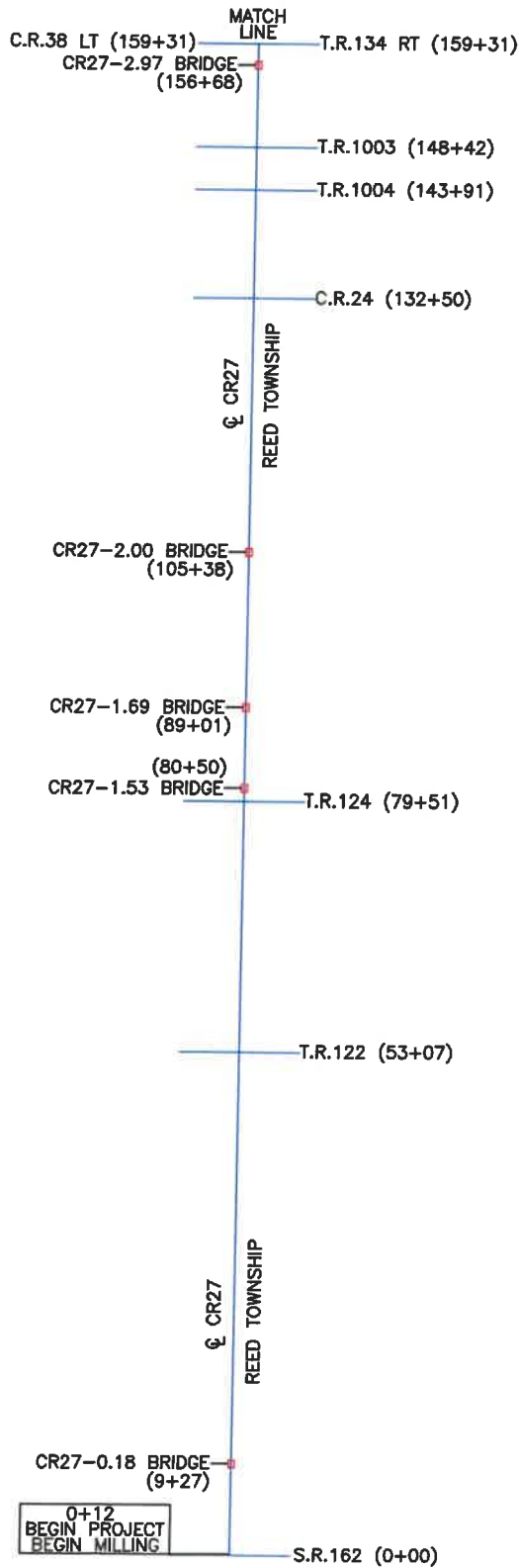
Table of Contents

<u>Item</u>	<u>Page</u>
Project Title Sheet	1
Table of Contents	2
Site Location Map	3
SEN County Road 27	
Plan Detail.....	4
Typical Section.....	5
Summary Sheet Calculations.....	6
Quantities Calculations.....	7
SEN County Road 38	
Plan Detail.....	8
Typical Section.....	9
Summary Sheet Calculations.....	10
Quantities Calculations.....	11
Project Summary Sheet Calculations	12
Project Description of Work	13 - 17
Centerline logs (No Passing Zone Study)	
CR 27.....	18
CR 38.....	19

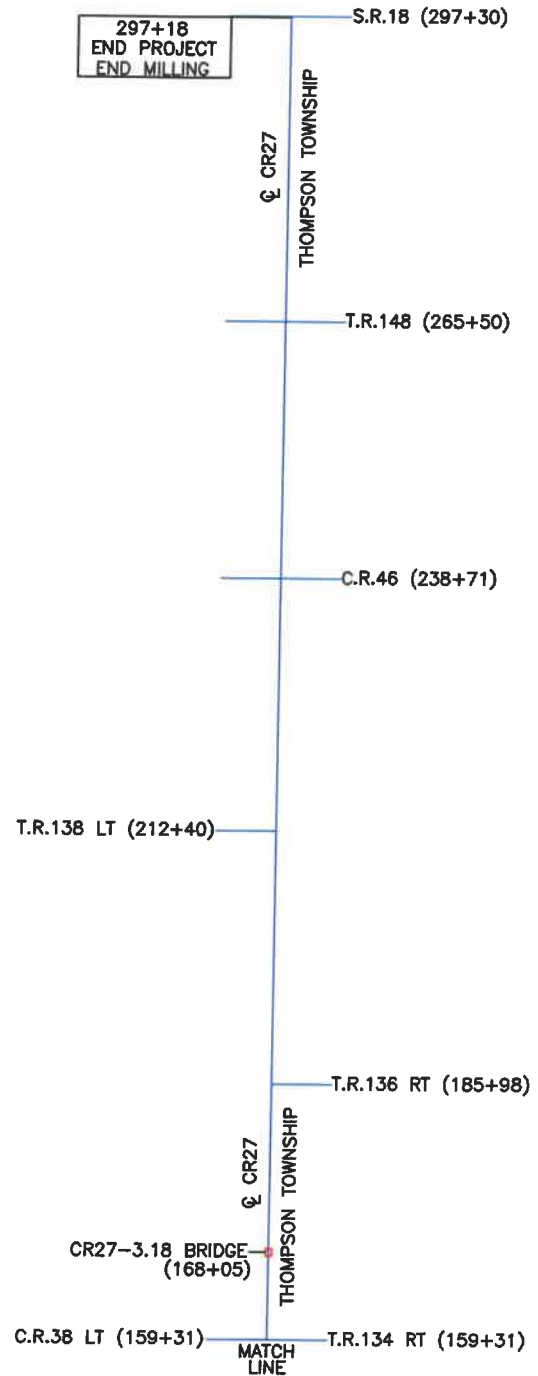
SEN-CR27/CR38 2024 Pavement Resurfacing Project

- Legend**
- 1Co-rds-new2_2002.shp
 - <call other values>
 - GIS_Main.Paving_Project
 - <Null>
 - 2024 Resurfacing Project
 - County Road
 - Tiffin_rds_new.shp
 - Fosterla_rds.shp
 - State_rds_new.shp
 - Twp_rds_new.shp





NOTE: SUSPEND MILLING & RESURFACING ALONG ALL BRIDGE DECKS (AS DIRECTED BY THE SENECA COUNTY ENGINEER)

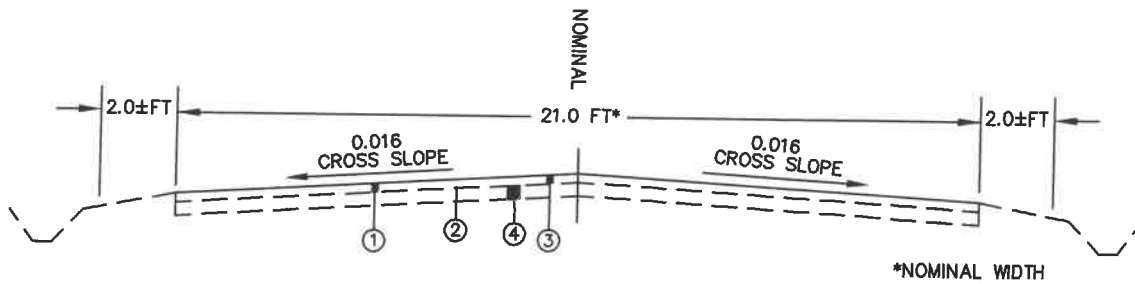


4

Seneca County
 Engineer's Dept.
 Mark R. Zimmerman - County Engineer

Drawn By: DLK
 Date: 04/2024
 Checked By:

PLAN DETAIL
 SEN-CR27 Resurfacing



STA 0+12 (S.R.162~Begin Project) TO STA 297+18 (S.R.18~End Project) = 5.626 MI

LEGEND

- ① ITEM 441 - 2.00" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)
- ② ITEM 407 - 0.100 Gal/SY TACK COAT
- ③ ITEM 202 - WEARING COURSE REMOVED (2.00" DEPTH)
- ④ EXISTING ASPHALT BASE MATERIAL - VARIES

5

SEN - CR27
 STA. 0+00 (S.R. 162) NORTH
 TO STA. 297+30 (S.R. 18)

TYPICAL SECTION (CR27)

**COUNTY ROAD 27
 QUANTITY CALCULATIONS
 SUMMARY SHEET
 Station 0+00 (S.R.162) North to Station 297+30 (S.R.18)**

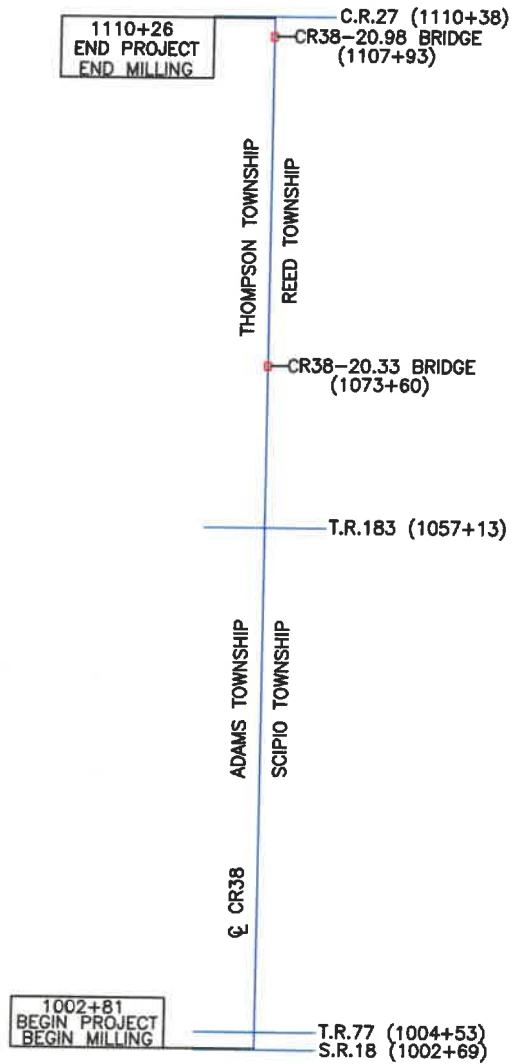
<u>REF NO.</u>	<u>ITEM</u>		<u>TOTAL</u>	
1	Item 202	Wearing Course Removed (2.00" depth)	69,314	SY
2	Item 407	Tack Coat 0.100 Gal/SY	6,932	GAL
3	Item 441	Asphalt Concrete Intermediate Course, Type 2, (448)	7,702	TONS
4	Item 642	Center Line, Type 1	5.626	MILE
5	Item 642	Edge Line, 4 inch, Type 1	11.252	MILE
* Supplemental item to be used at the discretion of the engineer:				
*6	Item 441	Asphalt Concrete Intermediate Course, Type 2, (448)	386	TONS
*7	Item 642	Center Line, Type 1	0.282	MILE
*8	Item 642	Edge Line, 4 inch, Type 1	0.563	MILE

**COUNTY ROAD 27
 QUANTITY CALCULATIONS
 Station 0+00 (S.R.162) North to Station 297+30 (S.R.18)**

<u>Item 202 Wearing Course Removed (2.00" depth)</u>			
Sta.	+12	to Sta.	297+18
			29,706 x 21.0' / 9
			= 69,314.0 SY
			<i>Total</i> = 69,314.0 SY
			Use = 69,314 SY
<u>Item 407 Tack Coat 0.100 Gal/SY</u>			
Sta.	+12	to Sta.	297+18
			29,706 x 21.0' / 9 x 0.100
			= 6,931.4 Gal
			<i>Total</i> = 6,931.4 Gal
			Use = 6,932 Gal
<u>Item 441 Asphalt Concrete Intermediate Course, Type 2, (448)</u>			
Sta.	+12	to Sta.	297+18
			29,706 x 21.0' x 2.00" / 12 / 27 * 2
			= 7,701.6 Tons
			<i>Total</i> = 7,701.6 Tons
			Use = 7,702 Tons
<u>Item 642 Center Line, Type 1</u>			
Sta.	+12	to Sta.	297+18
			29,706 / 5280
			= 5.626 Mile
			<i>Total</i> = 5.626 Mile
			Use = 5.626 Mile
<u>Item 642 Edge Line, 4-inch Type 1</u>			
Sta.	+12	to Sta.	297+18
			29,706 x 2 / 5280
			= 11.252 Mile
			<i>Total</i> = 11.252 Mile
			Use = 11.252 Mile



NOTE: SUSPEND MILLING & RESURFACING ALONG ALL BRIDGE DECKS (AS DIRECTED BY THE SENECA COUNTY ENGINEER)

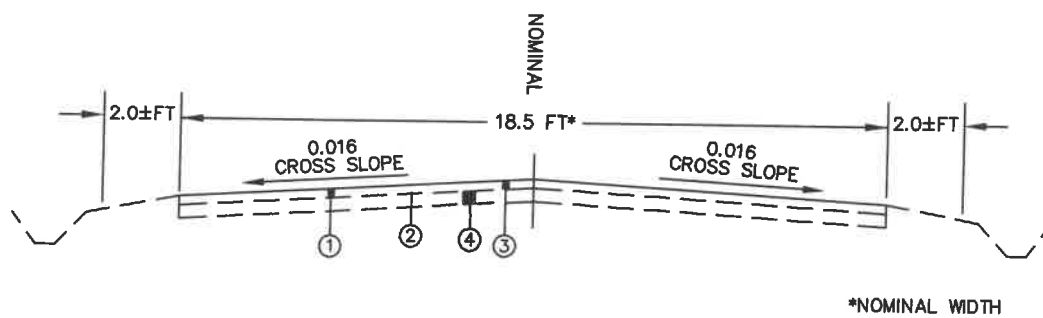


8

Seneca County
 Engineer's Dept.
 Mark R. Zimmerman - County Engineer

Drawn By: DLK
 Date: 04/2024
 Checked By:

PLAN DETAIL
 SEN-CR38 Resurfacing



STA 1002+81 (S.R.18~Begin Project) TO STA 1110+26 (C.R.27~End Project) = 2.035 MI

LEGEND

- ① ITEM 441 - 2.00" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)
- ② ITEM 407 - 0.100 Gal/SY TACK COAT
- ③ ITEM 202 - WEARING COURSE REMOVED (2.00" DEPTH)
- ④ EXISTING ASPHALT BASE MATERIAL - VARIES

9

SEN - CR38
 STA. 1002+69 (S.R. 18) EAST
 TO STA. 1110+38 (C.R. 27)

TYPICAL SECTION (CR38)

**COUNTY ROAD 38
 QUANTITY CALCULATIONS
 SUMMARY SHEET
 Station 1002+69 (S.R.18) East to Station 1110+38 (C.R.27)**

<u>REF NO.</u>	<u>ITEM</u>		<u>TOTAL</u>	
1	Item 202	Wearing Course Removed (2.00" depth)	22,087	SY
2	Item 407	Tack Coat 0.100 Gal/SY	2,209	GAL
3	Item 441	Asphalt Concrete Intermediate Course, Type 2, (448)	2,455	TONS
4	Item 642	Center Line, Type 1	2.035	MILE
5	Item 642	Edge Line, 4 inch, Type 1	0.000	MILE
* Supplemental item to be used at the discretion of the engineer:				
*6	Item 441	Asphalt Concrete Intermediate Course, Type 2, (448)	123	TONS
*7	Item 642	Center Line, Type 1	0.102	MILE
*8	Item 642	Edge Line, 4 inch, Type 1	0.000	MILE

COUNTY ROAD 38
QUANTITY CALCULATIONS
Station 1002+69 (S.R.18) East to Station 1110+38 (C.R.27)

<u>Item 202</u>		<u>Wearing Course Removed (2.00" depth)</u>				
Sta. 1002+81	to Sta. 1110+26	10,745 x18.5'9	=	<u>22,086.9</u>	SY	
			<i>Total</i>	=	<u>22,086.9</u>	SY
			Use	=	22,087	SY
<u>Item 407</u>		<u>Tack Coat 0.100 Gal/SY</u>				
Sta. 1002+81	to Sta. 1110+26	10,745 x18.5'9x0.100	=	<u>2,208.7</u>	Gal	
			<i>Total</i>	=	<u>2,208.7</u>	Gal
			Use	=	2,209	Gal
<u>Item 441</u>		<u>Asphalt Concrete Intermediate Course, Type 2, (448)</u>				
Sta. 1002+81	to Sta. 1110+26	10,745 x18.5'x2.00"/12/27*2	=	<u>2,454.1</u>	Tons	
			<i>Total</i>	=	<u>2,454.1</u>	Tons
			Use	=	2,455	Tons
<u>Item 642</u>		<u>Center Line, Type 1</u>				
Sta. 1002+81	to Sta. 1110+26	10,745 /5280	=	<u>2.035</u>	Mile	
			<i>Total</i>	=	<u>2.035</u>	Mile
			Use	=	2.035	Mile

**PROJECT SUMMARY SHEET
QUANTITY CALCULATIONS**

**CTY RD 27: Station 0+00 (S.R.162) North to Station 297+30 (S.R.18)
CTY RD 38: Station 1002+69 (S.R.18) East to Station 1110+38 (C.R.27)**

<u>REF NO.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1	Item 202	Wearing Course Removed (2.00" Depth).....	91,401 SY
2	Item 407	Tack coat 0.100 Gal/SY.....	9,141 GAL
3	Item 441	Asphalt Concrete Intermediate Course, Type 2, (448).....	10,157 TONS
4	Item 642	Center Line, Type 1.....	7.661 MILE
5	Item 642	Edge Line, 4-inch, Type 1.....	11.252 MILE

* Supplemental item to be used at the discretion of the engineer:

*6	Item 441	Asphalt Concrete Intermediate Course, Type 2, (448).....	509 TONS
*7	Item 642	Center Line, Type 1.....	0.384 MILE
*8	Item 642	Edge Line, 4-inch, Type 1.....	0.563 MILE

**SEN-C.R.27/C.R.38
PAVEMENT RESURFACING PROJECT
C-2024-2**

DESCRIPTION OF WORK

The work shall consist of milling, resurfacing and placement of pavement markings along the following Seneca County Roads in accordance with all applicable sections of the Ohio Department of Transportation's (ODOT) 2023 Construction and Material Specifications (CMS).

SEN County Road 27

Station 0+00 (S.R. 162) North to Station 297+30 (S.R. 18)
Reed Township and Thompson Township

SEN County Road 38

Station 1002+69 (S.R. 18) East to Station 1110+38 (C.R. 27)
Adams Twp, Scipio Twp, Thompson Twp, and Reed Twp

GENERAL

FUNDING SOURCE AND WAGE RATES

This project is subject to Ohio Prevailing Wage Laws (O.R.C. Chapter 4115). The Contractor and all subcontractors shall submit certified payrolls to the Seneca County Engineer's office in accordance with O.R.C. Sections 4115.07 and 4115.071(C). All requests for payment are to be submitted to the County Engineer's office along with all required supporting documentation. Any questions regarding the funding or method of payment should be directed to the County Engineer (Engineer) prior to the bid opening.

PRECONSTRUCTION MEETING

Prior to commencing work, the contractor is required to attend a preconstruction meeting with the Engineer. At said meeting, the contractor shall submit a project schedule, start date, 24 hour emergency numbers, list of subcontractors, suppliers list, haul roads, complete equipment list (including documentation showing any required ODOT approval for said equipment), work schedule and company contacts. All submittals are subject to review and approval for compliance with associated specifications.

SUPPLEMENTAL QUANTITIES

The contractor shall not order materials or perform work for items designated by the plan note "to be used at the discretion of the engineer" unless authorized by the Engineer. The actual quantities used for such items shall be incorporated into the final change order governing completion of this project.

The bid price shall be the same for the supplemental quantities as they are for the standard bid quantities. The engineer reserves the right to adjust bids accordingly, or to determine the bid to be invalid.

DATE OF COMPLETION

To provide adequate time for Seneca County to prepare the existing roadways, field work on the project shall not begin until Monday, June 3, 2024. The completion date is Thursday, August 29, 2024. The contractor may request an extension in writing due to material/weather related delays in accordance with provisions in these contract documents. The Engineer has the right to accept/deny said request.

PAVEMENT

PROFILE AND ALIGNMENT

The proposed pavement resurfacing shall follow the alignment and profile of the existing pavement. The project shall include the pavement milling, resurfacing, and placement of pavement markings along C.R.27 and C.R.38. The project limits are shown on the Site Location Map (see page 3) and on the attached plan detail sheets. The work shall include resurfacing of approximately 7.7 miles of roadway.

JOB MIX FORMULA (JMF)

Prior to the preconstruction meeting, the contractor shall submit ODOT approved Job Mix Formulas (JMF) for approval. The following asphalt mixtures are specified for this project.

1. Item 441 – Asphalt Concrete Intermediate Course, Type 2, (448)

ASPHALT COMPACTION REQUIREMENTS

The Item 441–Asphalt Concrete Intermediate Course, Type 2, (448) shall be exempt from density requirements.

ITEM 407 – TACK COAT

The rate of application of the 407 Tack Coat shall be subject to adjustment as directed by the Engineer. For estimating purposes, the plan quantities were based on an average application rate of 0.100 Gallons Per Sq. Yd.

CONSTRUCTION

The Item 202-Wearing Course Removed involves milling the existing asphalt pavement full width. A milling depth of 2.0 inches has been provided in the plans, however, the depth shall be subject to adjustment as directed by the Engineer. Any adjustment to the milling depth would take place in the field, and would likely be to ensure that the existing top layer of asphalt is removed. No additional cost will be considered for depth adjustments. Unless otherwise directed during the project, suspend the milling along all bridge decks.

Once the pavement milling is completed, resurface both C.R.27 and C.R.38 with a 2.0-inch thick layer of Item 441–Asphalt Concrete Intermediate Course, Type 2, (448). The contractor shall pave the roads full width; and maintain a pavement cross slope of 0.016. Seal all cold longitudinal and cold transverse construction joints with a certified PG binder according to 401.17 at an estimated application rate of one (1) pound per four (4) linear feet. This rate of application shall be subject to adjustment as directed by the Engineer and is not a separate pay item but shall be included in the contract price for Item 441.

Existing GPS Monuments are located at the following locations.

- C.R.27 at the intersection of C.R.24.
- C.R.27 at the intersection of the eastbound leg of T.R.136.

Prior to the start of pavement milling, the Engineer will mark the monument locations. If necessary, prior to resurfacing, the Engineer will supply risers to match the size/shape of the existing box. This is not a separate pay item but is included in the contract price for Item 441.

The Contractor shall be responsible for furnishing, placing and maintaining all necessary construction layout; this is not a separate pay item but is included in the contract price for Item 441. Depending on the finish grade of the resurfacing along the pavement edge, a small paved apron may be required at side roads and/or asphalt driveway locations. If required, the apron lengths shall be determined in the field by the Engineer. Prior to feathering the aprons to meet the adjacent existing pavement grade, coat the existing surface uniformly with a thin coat of asphalt binder in conformance with Section 401.14. Any variations or discrepancies shall be rectified by the Engineer. After paving is completed, all joints shall be sealed with asphalt binder in conformance with Section 401.15. After paving is completed, all joints shall be sealed with asphalt binder in conformance with Section 401.15.

Where concrete driveways are present to the right-of-way line with very old blacktop and/or stone aprons between the concrete and the county road, these aprons shall be excavated to a depth of three (3) inches and paved with Item 441-Asphalt Concrete. This is not a separate pay item but is included in the contract price for Item 441.

TESTING OF ASPHALT CONCRETE

The sampling and testing of the asphalt concrete on this project shall be in accordance with all applicable sections of the Ohio Department of Transportation's (ODOT) 2023 Construction and Material Specifications. Report all quality control test results (including Lot/Sublot samples) on the daily Quality Control Report (Contractor form TE-199).

UNDERGROUND UTILITIES

All work for the project will be performed within the existing right-of-way, and no utility relocation is required.

MAINTENANCE BOND

The Contractor shall guarantee his workmanship and materials for a period of two (2) years in the form of a maintenance bond. The maintenance bond shall begin after the Certificate of Completion has been signed by the Engineer. Any repair work necessary due to poor quality material or workmanship will be remedied immediately by the Contractor. Determination of the repair work shall be made by the Engineer and all remedial work shall be completed within three (3) weeks of notification.

PAVEMENT MARKINGS

ITEM 642 – TRAFFIC PAINT, TYPE 1

After completion of the asphalt resurfacing, the Contractor shall furnish and apply Item 642 Traffic Paint, Type 1, Pavement markings to the asphalt concrete. All requirements of Item 641, Item 642, and Item 740 shall be in effect for this project.

Lay out the locations of all lines, words, and symbols per 641.06. Establish "T" markings in accordance with the attached Seneca County "No Passing Zone" logs.

The contractor shall clean and prepare the existing pavement per 641.05. Power-broom all surfaces where pavement markings are to be applied.

The following quantities have been forwarded to the General Summary

Item 642	Center Line, Type 1	7.661 miles
Item 642	Edge Line, 4-inch, Type 1	11.252 miles

The total equivalent length of solid line for the Item 642 project centerline is 6.498 miles.

Application of the Traffic Paint, Type 1, Pavement Markings shall be in accordance with 642.04.

ESTIMATED MATERIAL USAGE

Estimated mileage quantities for the Center Lines (including the equivalent length of solid line) and Edge Lines were obtained from attached Seneca County No-Passing Zone logs. The estimated quantities are provided for the convenience of the Contractor to estimate pavement marking material needed. The estimated quantities are not to be utilized for pay quantities or as basis of payment for delivered materials.

MATERIAL QUANTITY MEASUREMENT

In accordance with ODOT specifications, the striping equipment shall be equipped with a computerized Data Logging System (DLS). All documentation reports shall be furnished for long line markings per 641.04 for each day's marking application no later than the following day. The measurement for complete in place pavement markings will be per 641.12.

TESTING OF PAVEMENT MARKINGS

In accordance with ODOT specifications, all materials and producers shall be listed on ODOT's Office of Material Management Approved List. In accordance with Supplement 1089, document each shipment of approved material by generating and attaching a DSR (formerly TE-24).

The material manufacturer(s) shall furnish certification that the materials comply with the provisions of Item 642. The paint contractor shall furnish certification that the materials have been installed in compliance with said specifications.

FINAL ACCEPTANCE

When work on the project has been completed, a final inspection will be conducted to determine the need for any corrective or additional work. Pavement markings which are improperly located or unsatisfactory, or become unacceptable prior to final acceptance as determined by the Engineer, for causes such as, but not limited to, improper application, non-uniform retro-reflectivity, no-retro-reflectivity or loss of adhesion to the pavement, shall be replaced by the contractor at his expense. The contractor will receive no payment for unacceptable work, or for work which is non-performed.

MAINTENANCE OF TRAFFIC

ITEM 614, MAINTAINING TRAFFIC

The Contractor is permitted to close the roadways during resurfacing operations from intersection to intersection (usually 1 mile at a time). The Contractor shall maintain traffic per ODOT SCD's MT-97.10 and MT-97.12.

All work and traffic control devices shall be in accordance with Item 614 and other applicable portions of the specifications, as well as the Ohio Manual of Uniform Traffic Control Devices. Payment for all labor, equipment and materials shall be included in the contract price for Item 441 asphalt concrete.

The Contractor shall furnish and install temporary reflective centerline pavement marking tape chips on the resurfaced roadway. Centerline tape chips shall consist of single, yellow 10 inch by 3 inch dashes spaced at a maximum of 40 feet intervals. This cost is not a separate pay item but shall be included in the cost of Item 441 asphalt concrete.

The Contractor shall notify the local fire department, police department, and other appropriate agencies which may require use of the road during an emergency, of the progress of the work weekly or as required. For areas that become inaccessible to emergency vehicles at any time, the contractor shall immediately notify the agencies of these locations.

Road Name	Type	Side	Comments	SLE	Mile B	Mile E	Length
CR 27	Intersection	Both	SR 162				
CR 27			BEgin		0		
CR 27	Left No-Passing				0		
CR 27	Dashed			375	0.006	0.063	300
CR 27	Right No-Passing			135.25	0.063	0.165	541
CR 27	Left No-Passing			1125	0.165	0.336	900
CR 27	Dashed			1125	0.336	0.506	900
CR 27	Right No-Passing			580	0.506	0.945	2320
CR 27	Intersection	Both	TR 122	375	0.945	1.002	300
CR 27	Double				1.006		
CR 27	Right No-Passing			600	1.011	1.068	300
CR 27	Double			1037.5	1.068	1.225	830
CR 27	Intersection	Both	TR 124	2942	1.225	1.504	1471
CR 27	Double				1.509		
CR 27	Intersection	Both	CR 24	10512	1.514	2.509	5256
CR 27	Double				2.514		
CR 27	Right No-Passing			600	2.52	2.577	300
CR 27	Double			810	2.577	2.7	648
CR 27	Intersection	Left	TR 1004	288	2.7	2.727	144
CR 27	Double				2.731		
CR 27	Intersection	Both	TR 1003	846	2.734	2.814	423
CR 27	Double				2.817		
CR 27	Intersection	Right	TR 134	2042	2.821	3.014	1021
CR 27	Intersection	Left	CR 38		3.024		
			END		3.024		

Road Name	Type	Side	Comments	SLE	Mile B	Mile E	Length
CR 38	Dashed			218.25	17.178	17.343	873
CR 38	Right No-Passing				17.343	17.514	900
CR 38	Double			5782	17.514	18.061	2891
CR 38	Intersection	Left	TR 179		18.067		
CR 38	Intersection	Right	TR 179		18.081		
CR 38	Double						
CR 38	Left No-Passing			2036	18.084	18.277	1018
CR 38	Dashed			1125	18.277	18.448	900
CR 38	Right No-Passing			245.75	18.448	18.634	983
CR 38	Dashed			910	18.634	18.772	728
CR 38	Left No-Passing			43	18.772	18.804	172
CR 38	Double			1213.75	18.804	18.988	971
CR 38	Intersection	Both	SR 18 BEgin	600	18.988	19.045	300
CR 38	Double				19.051		
CR 38	Intersection	Both	TR 77	260	19.057	19.081	130
CR 38	Double				19.085		
CR 38	Left No-Passing			766	19.09	19.162	383
CR 38	Dashed			1125	19.162	19.333	900
CR 38	Right No-Passing			238	19.333	19.513	952
CR 38	Dashed			778.75	19.513	19.631	623
CR 38	Left No-Passing			69.25	19.631	19.684	277
CR 38	Double			608.75	19.684	19.776	487
CR 38	Right No-Passing			272	19.776	19.802	136
CR 38	Dashed			656.25	19.802	19.901	525
CR 38	Left No-Passing			59.75	19.901	19.946	239
CR 38	Double			520	19.946	20.025	416
CR 38	Intersection	Both	TR 183	600	20.025	20.082	300
CR 38	Double				20.086		
CR 38	Right No-Passing			600	20.089	20.146	300
CR 38	Dashed			915	20.146	20.285	732
CR 38	Left No-Passing			49.5	20.285	20.322	198
CR 38	Double			831.25	20.322	20.448	665
CR 38	Right No-Passing			74	20.448	20.455	37
CR 38	Dashed			825	20.455	20.58	660
CR 38	Left No-Passing			50.75	20.58	20.619	203
CR 38	Dashed			871.25	20.619	20.751	697
CR 38	Right No-Passing			375.25	20.751	21.035	1501
CR 38	Intersection	Both	CR 27 END	375	21.035	21.092	300
CR 38	Double				21.097		