



BID PACKAGE

2012 ROAD RESURFACING PROGRAM

PROJECT NO. RS-07-12

VARIOUS TOWNSHIPS

CLERMONT COUNTY, OHIO

ENGINEER: Clermont County Engineer

PREPARED BY: CLERMONT COUNTY ENGINEER

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SECTION I

Notice to Contractors

LEGAL NOTICE TO CONTRACTORS

The Clermont County Board of Commissioners, in cooperation and coordination with the Clermont County Engineer's Office will be accepting sealed bids for the furnishing of all labor, equipment, and materials needed to construct PROJECT NO. **RS-07-12 : 2012 ROAD RESURFACING PROGRAM** , in accordance with the Ohio Department of Transportation Construction and Material Specifications, Standard Construction Drawings, Standard Bridge Drawings, Ohio Manual of Uniform Traffic Control, The State of Ohio Department of Transportation Bridge Design Manual, and other applicable standards in force on the date of letting and in accordance with the Project Specifications (including Special Provisions) on file in the office of the Clermont County Engineer. The engineers estimate for this project is \$3,148,779.

All bids must be submitted in a sealed envelope marked: **BID: PROJECT RS-07-12, 2012 ROAD RESURFACING PROGRAM**, and received in the office of the Clermont County Board of Commissioners, 101 East Main Street, Batavia, Ohio 45103-2960, no later than **2:00 p.m. Local Time on Thursday, July 12, 2012** after which time all bids shall be opened and read publicly. Instructions to Bidders, Specifications, and Bid Documents detailing the terms and conditions of the proposed improvement may be obtained by the interested Bidders from the Clermont County Engineers Office, 2381 Clermont Center Drive, Batavia, Ohio 45103, at a non-refundable cost of twenty-five (25) dollars each. The telephone number is (513) 732-8857. The Fax number is (513) 732-8875.

The Clermont County Board of Commissioners reserves the right to waive any informalities, reject any or all bids and to hold such bids for a period of sixty (60) days before taking any action thereon, and to award a contract to the lowest and best bidder.

Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with his bid a bid guaranty in the form of either (1) a bond for the full amount of the bid or (2) a certified check, cashier's check or irrevocable letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten (10) percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful bidder at the time he/she enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54(c) of the Ohio Revised Code. In lieu of the Performance Bond, the bidder may submit a combined Bid Guaranty and Contract Bond, in conformance with Section 153.571 of the Ohio Revised Code, with the Bid Proposal. Bid security in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Attention Bidders: Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

Bidders must comply with the prevailing wage rates on Public Improvements in Clermont County, Ohio as determined by the Ohio Department of Industrial Relations.

This notice is also posted on the contracting authority's website at the following internet address: WWW.CO.CLERMONT.OH.US

In order to view the legal notice please click on the link "Legal Notices" located on the Clermont County Home Page.

CLERMONT COUNTY BOARD OF COMMISSIONERS
CLERMONT COUNTY, OHIO

Robert L. Proud
Edwin H. Humphrey
David H. Uible

ATTEST:

Judith Kocica, Clerk of the Board

*Bill advertisement to:
Clermont County Engineers Office, Attention: Roberta Griswold, 2381 Clermont Center Drive, Batavia, Ohio 45103

SECTION II

General Instructions to Bidders

GENERAL INSTRUCTIONS TO BIDDERS FOR PUBLIC IMPROVEMENTS

2012 ROAD RESURFACING PROGRAM, VARIOUS TWP.

PROJECT NO. RS-07-12

SECTION 100 ITEM BID (DESCRIPTION OF WORK)

- 100.1** Work under consideration for bidding purposes shall be that Work needed to provide all the labor and materials necessary for the resurfacing of various roads as listed in the Bid Proposal of Project No. **RS-07-12: 2012 ROAD RESURFACING PROGRAM**, in accordance with the Project Specifications and Special Provisions on file in the office of the Clermont County Engineer.
- 100.2** All bids submitted for consideration by the Clermont County Board of Commissioners must comply with these instructions in order to be considered. These instructions set forth minimum requirements as the terms and conditions of the purchase. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the Specifications, the specification requirements shall prevail. It is intended that the Specifications governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Board with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting rights, remedies, discretion and/or latitude to the Board, or imposing the greater duty, standard, responsibility and/or obligation on the Contractor shall govern.

SECTION 200 THE BOARD

- 200.1** The Board is the Clermont County Board of Commissioners, 101 East Main Street, Batavia, Ohio 45103-2960, and is referred to throughout the Contract Documents as if singular in number.
- 200.2** The Board is exempt from State sales tax. Contractors shall provide Exemption Certificate to the Board for signature as required. Each Contractor and subcontractor must procure Vendor's License as required by law. Clermont County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

SECTION 300 ENGINEER

- 300.1** The term Engineer shall be taken to mean the Clermont County Engineer.

SECTION 400 SUBMISSION OF BID PROPOSALS

- 400.1** Bids shall be submitted in a sealed envelope marked accordingly with item(s) bid on and name of bidder, and delivered in compliance with the Legal Notice. Any improperly marked bid will not be considered.

400.2 All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs.

400.3 Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with his bid a bid guaranty in the form of either (1) a bond for the full amount of the bid or (2) a certified check, cashier's check or irrevocable letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in an amount equal to ten (10) percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful bidder at the time he/she enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54(c) of the Ohio Revised Code. In lieu of a Performance Bond, bidder may submit a Combined Bid Guaranty and Contract Bond in conformance with Ohio Revised Code Section 153.571 with the proposal. Each bond must be accompanied by an effectively dated Power of Attorney which authorizes the agent to sign on behalf of the surety.

Attention Bidders: Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

400.4 All bidders are required to submit the following affidavits with their bid proposal and the successful bidder will be required to enter into a written contract with the Board of Commissioners, Clermont County, Ohio, within ten (10) days of the notification of the award thereof:

- (A) Non-Collusion Affidavit
- (B) Affidavit Affirming Compliance with 9.24 and 5719.042 ORC

These affidavits and specifications heretofore referenced shall be incorporated into and become part of the contract document. Failure to include the two (2) above-referenced affidavits will disqualify the bid submitted for consideration. Should a bid be awarded, and the Board later determine that the affidavit was incorrect or falsified, the Contract shall be immediately canceled and the bidder subject to the penalties and damages, both civil and criminal, as provided by law and this Contract.

400.5 The Board of Clermont County Commissioners reserves the right to waive any informalities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the County and to hold such bids for a period of sixty (60) days before taking any action.

400.6 Submit all information in duplicate.

400.7 The Proposal forms furnished with these documents shall be completed in full; in writing in ink (or typewritten) and signed in ink. Affix the corporation seal on the proposal forms.

400.8 Proposals are due at the place, date, and time indicated in the Legal Notice and will be opened publicly and read aloud.

400.9 All prices, quantities, etc. as bid must be firm for a period of sixty (60) days from the date of the bid opening.

400.10 Contractor hereby agrees to defend, indemnify, and hold the Board, Clermont County, City of Milford, Batavia Township, Goshen Township, Jackson Township, Miami Township, Pierce Township, Stonelick Township, Union Township, Wayne Township and the Engineer, and their respective officers, trustees, commissioners, employees, members, agents, and volunteers harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the Contractor's performance or failure to perform the work required under this Contract and shall pay any liabilities, judgments (including reasonable attorney's fees and litigation expenses) or losses.

400.11 All materials and exhibits submitted in the bid response shall become the property of Clermont County and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio Revised Code, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as a public record.

SECTION 500 GENERAL BID SPECIFICATIONS

500.1 Unless otherwise specified, all material shall be new and of the best grade in its particular line and all articles shall be complete and in first class condition. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of the Clermont County Engineer. When required in the specifications, bidders shall make available for inspection a sample or similar model of the bid item prior to the award of the bid.

500.2 Reference to a particular trade name, manufacturer's catalog or model number for descriptive purposes is intended to guide the bidder in interpreting the requirements of Clermont County and should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid proposal.

500.3 Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Clermont County Board of Commissioners may result in cancellation of the contract and substitution of other goods. The defaulting bidder shall be liable for any such default, or damages, costs, or expenses arising therefrom.

500.4 In case of default by the bidder or contractor, Clermont County may procure the articles or service from other sources without further advertising and shall hold the bidder or contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

SECTION 600 INTERPRETATION OF DOCUMENTS

600.1 If the Bidder is in doubt as to true meaning of any part of Drawings, Specifications, or other Contract Documents, submit a written request for an interpretation therefor to the Engineer. The Bidder making a request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued to each prospective Bidder. Neither the

Board nor the Engineer will be responsible for explanations or interpretation of the proposed Documents except as issued in accordance therewith.

- 600.2** Addenda may be issued not later than 3 working days preceding bid due date. Questions requiring interpretation within 3 working days of bid due date will be recorded and answered during the bid negotiations preceding the signing of the contract or may result in an extension of the bid due date at the sole discretion of the Board.

SECTION 700 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

- 700.1** The Bidder is expected to examine carefully the site of the proposed work, the proposal, plans specifications, contract forms, general conditions, and addenda, before submitting a proposal. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provisions, general conditions, addenda and contract.
- 700.2** Subject to public safety and convenience, prospective Bidders will be permitted to explore the site of the work by boring or test pits, permits for which will be issued by the Owner. Explorations shall be at the sole risk and expense to the Bidder and under conditions of maintaining and restoring safety.
- 700.3** The Board does not make any representation of soil or foundation conditions or materials, nor does it represent that drawing may not be modified to meet changes in soil conditions encountered as the work progresses. The Contractor must inspect the site of the proposed work and must assume all risk as to the nature and behavior of the material which may be encountered in excavation, whether apparent on the surface or disclosed only in the course of the work.

SECTION 800 AWARD OF CONTRACT

- 800.1** The selection of the bidder is at the sole discretion of the Board. **PROJECT NO. RS-07-12, 2012 ROAD RESURFACING PROGRAM**, will be awarded as soon as practicable, after opening of bids.
- 800.2** In determining the Bidder, the Board will consider, but not be limited to, the following criteria in addition to the Bid Amount:
- A. Bidder involved maintains permanent place of business.
 - B. Bidder has adequate equipment and facilities to perform work properly and expeditiously.
 - C. Bidder has suitable financial status to meet obligations incident to work.
 - D. Bidder has appropriate technical experience.
 - E. Bidder can complete work in timely and expeditious manner.
- 800.3** When analyzing the bids submitted, superior design, technology, workmanship, materials, size of component parts, operating costs, warranty, service facility etc. will be considered in addition to the price of the bid. It is Clermont County's intent to accept the bid for which a thorough analysis of the bids submitted, proves to be the most suitable for the intended use. Clermont County will consider awarding the Contract to the lowest and best bidder, but reserves the right to reject any or all bids.
- 800.4** The Board of Commissioners further reserves the right to conduct such investigations and meetings as it deems necessary after receipt of bids to assist in the evaluation of any bid and to establish the

responsibility, qualifications and financial ability of the bidders, proposed sub-contractors and other persons and organizations to do the work in accordance with the contract documents to the County's satisfaction within the prescribed time limits. In order to facilitate this investigation, the apparent lowest and best bidder may be required to complete a Bidders Qualification Questionnaire.

***SECTION 900 DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A
TERRORIST ORGANIZATION***

900.1 All bidders shall execute the form developed by the Ohio Department of Public Safety, Division of Homeland Security, in accordance with Section 2909.33 of the Ohio Revised Code and submit the completed form with their bid package.

SECTION III

General Provisions

GENERAL PROVISIONS

CLERMONT COUNTY, OHIO

2012 ROAD RESURFACING PROGRAM

PROJECT NO. RS-07-12

The Specifications, General Instructions, General Provisions and Special Provisions contained herein are Contract Documents, together with, the State of Ohio, Department of Transportation, Construction and Material Specifications incorporated in the Contract and not specifically excluded, and are to be read in conjunction with said ODOT Specifications. It is intended that the Specifications, General Instructions, General Provisions and Special Provisions governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Board with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting greater rights, remedies, discretion and/or latitude to the Board, or imposing the greater duty, standard, responsibility and/or obligation on the Contractor shall govern.

SECTION 100 DEFINITIONS

- 100.1 Board** - Whenever the word "Board" is used, it shall be held to mean the Board of Clermont County Commissioners, Clermont County, Ohio. The word "Board" shall also be substituted for the words "Director" or "Department" as specified in the State of Ohio, Department of Transportation, Construction and Materials Specifications. The word "Board" shall also mean "Owner."
- 100.2 Engineer** - Whenever the word "Engineer" is used, it shall be held to mean the County Engineer of Clermont County, the Engineer's Deputy, Project Supervisor, or Inspectors delegated by the Engineer to supervise or inspect the work. The same interpretation shall apply to the word 'engineer' as used in the State of Ohio, Department of Transportation, Construction and Materials Specifications.
- 100.3 Bidder** - An individual, firm, or corporation submitting a bid for the advertised work, acting directly or through the duly authorized representative, and qualified as provided in the Ohio Revised Code.
- 100.4 County** - Shall, at all times, mean Clermont County, Ohio.
- 100.5 Estimates** - Payments to the Contractor for work, labor, or materials whether partial or final payment.

SECTION 200 PROVISIONS AND PROPOSALS

- 200.1 Plans** - The official plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by the Board which show the location, character, dimensions and detail of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

- 200.2 Special Provisions** - Specific clauses included hereafter setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by the general specifications. **Note: All Special Provisions (Technical Specifications) can be found in Section IV included as part of this bid package.**
- 200.3 Supplemental Agreements** - Written agreements executed by the Board covering alterations necessary to the project as herein after provided.
- 200.4 Delivery of Proposal** - The proposals for each project shall be placed together with the proposal guaranty, in a sealed envelope so marked as to indicate the identity of the project and the name and address of the bidder. If forwarded by mail, said envelope shall then be placed in another envelope which shall be sealed and addressed as indicated in the "Notice to Contractors." The proposal will be received until the hour and date set for the opening thereof and must be in the hands of the Clerk of the Board by such time. Proposals received after the time set for receiving bids and/or opening bids shall be returned to the bidder unopened.
- 200.5 Proposal Guaranty** - Each Bidder is required to submit with his proposal a Bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code which specifies that each proposal must be accompanied by a bond in the sum of one-hundred (100) percent (%) of the amount bid or a certified check, cashier's check or irrevocable letter of credit in the sum of ten (10) percent (%) of the amount bid as a guarantee that, if the proposal is accepted, a contract shall be entered into. If a check is filed, it shall be made payable to The Treasurer of Clermont County, Ohio. If a surety bond is posted, it shall be made out to the Board of Clermont County Commissioners.
- 200.6 Proposal Withdrawal** - A bidder may withdraw his proposal, provided the request in writing is in the hands of the Clerk of the Board before the time set for opening proposals. When such proposal is withdrawn it will be returned to the bidder unopened.
- 200.7 Public Opening of Proposals** - Proposals will be opened and read publicly at the time and place designated by the Board. Bidders, their authorized agents, and the public are invited.
- 200.8 Consideration of Proposals** - After the proposals are opened and read, they will be compared on the basis, if a unit price proposal, of the summation of the products of the approximate quantities shown in the proposal by the unit bid prices. In event of a discrepancy between unit bid prices and extensions thereof, the unit price bid shall govern. In the event lump sum items are included in the proposal, the final correct total of the proposal, after all unit price corrections are made, if any, shall govern. The Board will consider all properly submitted proposals, reserves the right to reject any and all bids, and if a Contract is awarded, may award it to the lowest and best bidder.
- 200.9 Disqualification of Bidders** - Not more than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will be considered for one project. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated shall cause the rejection of all proposals in which the bidder is interested. The bidder shall make a non-collusion affidavit, which is properly executed and part of the proposal. Proposals in which the prices obviously are unbalanced may be rejected. Contracts will be awarded only to responsible bidders capable of performing the class of work contemplated. The Board reserves the right to reject any or all bids.
- 200.10 Materials and Workmanship** - Any additional items required, including labor, equipment, and/or materials, but not listed as a separate pay item in the proposal, shall be furnished, installed,

removed etc. as incidental to the contract, except where noted on the plans and in the specifications.

200.11 No Waiver of Legal Rights - Neither the inspection by the Board and/or Engineer or by any of their duly authorized agents, nor any order, measurement, or certificate by the Engineer, or said agents, nor any order by the Board and/or Engineer for the payment of money, nor any payment for, nor acceptance of, any work by the Board and/or Engineer, nor any extension of time, nor any possession taken by the Board or its duly authorized agents, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Board, 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.

200.12 Laws to be Observed - The Contractor warrants that it is familiar with and agrees at all times to comply with the provisions of all Federal and State laws and ordinances and regulations of all political subdivisions, of the Workman's Compensation Laws, ordinances and regulations in any manner affecting the conduct of the work and it shall defend, indemnify, and save harmless Clermont County, Ohio and its representatives against any claims arising from the violation of any such law, ordinance or regulation, either by the Contractor or its agents, servants or employees or the negligence of such Contractor, agent, servant or employee.

200.13 Home Office Overhead Calculations – ODOT Specification 109.05.D.2.f is specifically excluded from incorporation into the Contract. In the event of a compensable delay for which Contractor seeks to recover its unabsorbed Home Office Overhead expenses, Contractor and the Board agree that the HOOPS formula is not an appropriate or accurate measurement of such damages under the Contract and that the Eichleay Formula is the sole measure of such allowable damages provided that Contractor can prove entitlement to such damages under the Eichleay formula as applied by the Courts of Ohio.

SECTION 300 CONTRACTS

300.1 Requirements of Contract Performance Bond – Provided that the successful Bidder has not previously submitted a combined Bid Guaranty and Contract Bond with the Bid Proposal, the successful bidder must, within ten (10) days after the award to him, and before entering into contract, furnish a bond in form consistent with the requirements of Section 153.54 and related sections of the Ohio Revised Code, to the approval of, and of the form prescribed by the Board, in an amount equal to one-hundred (100) percent (%) of the full amount of the bid. Said Performance Bond shall have a date of validity until "final payment" is deposited with the Contractor or until a later date as required.

300.2 Execution of Contract - The contract shall be signed by the successful bidder and returned, together with the performance bond, if applicable, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Board until the execution of the contract and performance bond.

300.3 Failure to Execute Contract - Failure to execute and file an acceptable performance bond, if applicable, and as provided herein within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the bid guaranty to Clermont County, not as a penalty, but as liquidated damages. Award may then be made to the next lowest and best bidder or

the work may be readvertised, as determined by the Board. Said forfeiture shall be guided by the provisions of Section 153.54 of the Ohio Revised Code.

300.4 Lump Sum Contract - If the work is let on the basis of a lump sum contract, the estimated quantities of work are only approximate, although the result of calculations, and the bidder must obtain and be responsible for the data upon which he based his bid. He shall not be entitled to any additional compensation in case the quantities of work actually done to fulfill the contract and complete the project are greater than said estimate quantities, and assumes all risks for any mistakes in calculations.

300.5 Specifications Governing This Project - The terms and conditions of the Contract Documents will govern this Project, including but not limited to these general provisions, provisions set forth in any proposal notes, and the 2010 "ODOT Specifications" (the State of Ohio Department of Transportation Construction and Materials Specifications effective January 1, 2010 its revisions and supplements). Board will be substituted where the specification refers to the Director. Notwithstanding the foregoing, the following ODOT Specifications are specifically excluded from this Contract:

300.5.1 Excluded ODOT Specifications:

Section 102.01, 102.03, 102.06, 102.09, 102.10, 102.11, 102.14, 103.01, 103.02, 103.04, 103.06, 103.07, 104.02, 105.05, 105.13, 107.04, 107.13, 108.01, 108.02 (A), 108.08, 108.09, 108.11, 109.05(D), 109.06, 109.09, 109.10, 109.12 (A) 109.12 (B), 109.12 (C), 109.12 (D), 109.12 (E), 401.20.

300.5.2 Interpretation/Precedence - It is intended that the specifications governing this project (and any bidding requirements and conditions) and any ODOT specifications or references to the Ohio Revised code as set forth herein, and any attachment(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Board with respect to this project. But if there is a conflict or inconsistency between any provision(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provision(s) granting greater rights or remedies to the Board, or imposing the greater duty, standard, responsibility or obligation on the contractor shall govern.

300.6 Entire Agreement. The Contract Documents contain the entire agreement between Contractor and Board, and no oral statements or prior written matter not specifically incorporated therein shall be of any force or effect. The Contract may not be modified except by a written document executed by both parties thereto.

SECTION 400 BOARD and ENGINEER, WORK, AND PLANS

400.1 Authority of Engineer - The Engineer, in consultation with the Board: (a) has immediate charge of the engineering details of each construction project; (b) is responsible for the administration and satisfactory completion of the project; and (c) has the authority to reject defective material and to suspend any work that is being improperly performed.

400.2 Errors and Omissions - The Right is reserved by the Board, in consultation with the Engineer, to correct by change order any errors or omissions in said plans or specifications wherever such correction is necessary for the proper fulfillment of the intention of the plans or specifications.

- 400.3 Interpretation of Estimates** - The quantities listed in the Bid Proposal form(s) are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidder are to be tendered expressly for the scheduled quantities which later may be increased or decreased within the restricting limits herein after stipulated. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern and the Board and/or Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.
- 400.4 Pre-Construction Meeting** - Following the award of the contract and prior to beginning any work, the contractor and his superintendent, shall meet with the Engineer for a pre-construction meeting, to review all restrictions and regulations governing the work. Any schedules, requests, papers, approvals, submittals, changes, etc. as called for in the Contract Documents shall be made at this time unless otherwise directed.
- 400.5 Use of Premises** - The Contractor shall confine his equipment, tools, the storing of materials, and the operation of his workmen within the right-of-way and/or work limits as approved by the Engineer. It is emphasized that damage to vegetation, especially trees, shall be held to an absolute minimum.
- 400.6 Dust, Water Pollution, and Erosion Control** - The contractor shall be responsible for complying with the Water Management and Sediment Control Regulations of Clermont County that are in effect at the date of letting. The contractor shall employ measures to prevent or control spills of fuels or lubricants from entering the waters of the state and submit a contingency plan to the Engineer to be effective in the event of a spill. Dust shall be kept to a minimum.
- 400.7 Coordination of Plans, Specifications, and Special Provisions** - The specifications, plans, special provisions, and all supplementary documents are essential parts of the contract and a requirement appearing in one is as binding as though in all. They are intended to be cooperative, to describe and provide for a complete work. In case of a discrepancy, figured dimensions shall govern over scaled dimensions and special provisions shall govern over both specifications and plans.

SECTION 500 PROGRESS OF WORK AND QUANTITIES

- 500.1 Extra Work** - Unforeseen or other work made necessary by minor alterations of the plans, or necessary to complete the proposed improvement contract, shall be deemed extra and shall be performed by the Contractor in accordance with the specifications and as directed; provided, however, that before any extra work is started the Contractor has been authorized by the Engineer in writing to do the work. When the nature of the work required is such that the exact amount of work to be done cannot be determined precisely, the Contractor shall proceed only when authorized to do so by the Engineer.
- 500.2 Incidental Work at Contractor's Expense** - All work done by the Contractor, specified or mentioned in the plans or specifications, as well as any minor details of work not specifically mentioned but obviously necessary for the proper completion of the work, shall be considered as incidental, and as being part of any included in the contract. The Contractor will not be entitled to any extra or additional compensation for the same.
- 500.3 Increased or Decreased Quantities** - The Board reserves the right to make such alterations in the plans or in the quantities of the work as may be considered necessary or desirable, and no conditions or provisions of the contract shall be ordered in writing and that equitable adjustment of compensation shall be agreed upon; provided further that before the work is started on any such alteration at the opinion of the Board a Supplemental Agreement setting forth the adjustment shall

be executed by the Board and the Contractor. The Contractor shall perform the work as increased or decreased and compensation for materials shall be adjusted per unit price bid.

500.3.1 All change orders shall be in writing. The Board shall not pay any increase in expense, and Contractor agrees that it waives all right to payment for extras or otherwise valid claims for extras or change order work performed without first (a) complying with the notice provisions set forth below and (b) obtaining a prior approved change order.

500.4 Claims and Notice - Contractor shall submit to Board and Engineer any requests or claims for adjustment in the Contract Price, Time, or other provisions of the Contract for changes directed by the Owner, as a result of deficiencies or discrepancies in the Contract Documents, for unforeseen causes, unanticipated site conditions, and for any other circumstance otherwise permitted by law or the Contract Documents within five (5) days of the act or occurrence giving rise to the claim and before Contractor proceeds to perform any extra work and seek a confirmation of receipt from Board and Engineer. Within ten days after providing such written notice, Contractor shall submit a written statement to the owner setting forth in detail: (1) the nature and cause of the claim and the specific provision of this Contract which support such claim; (2) specific references to the details of the Drawings and any Specifications that are affected by the claim; and (3) an itemized and substantiated statement of the amount of the claim, or of the time extension support by such documentation as the Owner may reasonably request. Failure to provide such notice and said confirmation procedure within the five day period, or to comply with said written statement procedures within the ten day period, shall constitute Contractor's waiver of the right to compensation for the act or occurrence in question. Any extension in the Contract price, or for an extension in the Contract Time resulting from such claim or change may only be effected by an authorized written Change Order signed by Board.

500.5 Certification of Claims and Written Statement. All written statements (as set forth above in 500.4) and claims made by Contractor, or by any subcontractor or supplier of any tier through Contractor, shall be accompanied by a sworn and notarized certification by the designated representative of Contractor having overall responsibility for Contractor's affairs, stating: (1) the claim is made in good faith; (2) the supporting data are accurate and complete to the best of Contractor's knowledge and belief; (3) the amount requested accurately reflects the contract adjustment for which Contractor believes the Board is liable. For subcontractor claims Contractor may not rely on subcontractor certifications but must conduct an evaluation reasonably sufficient to certify the claim as stated above, Contractor's certification of a false or inaccurate claim will entitle Board to recover its costs of investigating, evaluating, and defending such including but not limited to attorney, accountant and expert fees, from Contractor and/or the individual certifying the claim. Failure to provide a full and complete Certification required at the time the claim or written statement is provided shall constitute Contractor's waiver of the right to the relief it has requested but failed to properly or timely certify.

500.6 Date of Completion - The Contractor shall have completed the work on or before the calendar date specified in the Bid Proposal.

Otherwise the Board may proceed per Sections 500.7 and 500.8 of these Specifications. If the Contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the Board shall postpone the completion date by the number of calendar days they determine.

500.6.1 Delays for Cause. When delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to calamities, acts of the public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, strikes, except those caused by improper acts or omissions of the Contractor, extra ordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes (acts of Government) or calamities, the time of completion shall be extended in whatever amounts determined by the Board to be equitable, provided notice and certification has been given as required above.

500.6.1.1 A "Calamity" is construed to mean an earthquake, flood, cloud burst, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make allowances for.

500.6.1.2 Delays and Time Extensions when the proximate cause is the act or inaction of the Board. If the Contractor is delayed in the progress of the work by causes reasonably beyond its control and through no fault of its own, and the proximate cause of the delay is the Board's actions or inactions (within the meaning of ORC §4113.62(C)(2)), the Contractor shall be entitled to a reasonable time extension and extended field general conditions in a reasonable amount as determined by the Board after consultation with its Consultant, Construction Manager, or Architect, if any. In addition, Home office overhead shall be allowable pursuant only to the Eichleay formula as applied by the Courts of Ohio and such unabsorbed home office overhead shall (a) be based on business days lost to the critical path of the Project and (B) only be allowed if the cumulative delay in question to the critical path exceeds fourteen (14) days. Contractor represents and agrees that any such extension of time, extended field general conditions, and Eichleay Damages shall be the Contractor's sole remedy and measure of "delay damages" and Contractor represents as a material inducement to Board to enter this Contract, that Contractor shall not be entitled to any additional compensation for any other damages allegedly arising out of or relating to the delay in question, including but not limited to, any additional fees, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration.

500.6.2 No time extensions will be granted for any delay or suspension of the work due to fault of the Contractor.

500.6.3 Postponement of the completion date shall be immediately recorded by the appropriate journal entry by the Board and the Contractor formally advised. If the Board should suspend the work in whole or in part as provided in Section 500.8 of these specifications, the date of completion shall be extended the number of days that the suspension directly or indirectly delays completion of the work.

500.6.4 If the Board for any reason extends the completion date, the extension of time shall not relieve the bond annexed this agreement or the sureties thereon from any of the obligations therein expressed.

500.6.5 If the Contractor files any bankruptcy related action such as Chapter 7 or Chapter 11 or placed in receivership, the Board may terminate this Contract and seek alternative completion. The Contractor will be paid for work completed to date, less any damages or expenses incurred by the Board in re-bidding the project, awarding it elsewhere, or completing it itself.

500.7 Board to Complete Work In Case of Failure - If in the opinion of the Board, the Contractor has not commenced the work, within a reasonable time or does not carry the same forward with reasonable progress, or is improperly performing his work, or has abandoned or fails or refuses to complete the work under the provisions of these specifications and the Contract, said Board shall have full power and authority to enter upon and construct said improvement or any part thereof either by contract, force account, or in such manner as it may deem for the best interest of the public; paying in full costs and expenses thereof from the balance of the contract price unpaid to the Contractor. In case there is insufficient balance to pay for the work, the Board shall require the Contractor, or the surety on his bond, to pay the cost of completing the work.

500.7.1 The Board shall withhold estimates, or partial estimates, that may be due the Contractor for work performed to date, until he has fulfilled all the provisions mentioned above the extension of time.

500.7.2 If the conditions beyond the control of the Board or Contractor prevent the completion of the project, such as (but not limited to) changes in the law, EPA regulations, catastrophe or court order, then the Board may, in its discretion, pro-rate and cancel the project. Any materials purchased but not utilized shall be paid for by and become property of the Board.

500.8 Failure to Complete by Specified Date - Time is of the essence of this Contract. The parties hereto acknowledge that the Board is entitled to full use of the completed Work following expiration of the Contract Time and that if the Contractor fails to complete the Contract on or before the completion date the Board will sustain extensive damage and serious loss as a result. The exact amount of such damages will be extremely difficult to establish and calculate with certainty. Thus, the Board and Contractor agree that if the Contractor fails to complete the Work or before the date agreed upon as mentioned elsewhere in the Contract, the Board shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion: \$ 1300 per calendar day. Contractor and the Board agree that such liquidated damages are a reasonable pre-estimate of damages the Board will incur because of delayed completion of the Work. If the above per diem figure is left blank, Contractor agrees that a fair and reasonable alternate estimate of the damages Board will incur because of delayed completion of the Work, and thus the liquidated damages that shall be paid is that set forth in Table 108.07-1 of the 2010 ODOT CMS Schedule of Liquidated Damages.

500.8.1 The Board may deduct liquidated damages described above from any unpaid amounts then or thereafter-due Contractor under the Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Board upon demand.

500.8.2 The liquidated damages set forth herein shall be Board's exclusive damage remedy for Contractor's failure to complete the Work on or before the date of Substantial Completion, but such liquidated damages shall in no way limit Owner's entitlement to damages for any other injury, damage, or loss, other than for delay, for which Contractor may be responsible pursuant to the terms of this Agreement or applicable law.

- 500.9 Suspension of Work** - For such a period as is necessary or during such time the weather is unsuitable for proceeding with the work, the Board may suspend work, at places or altogether, if in its opinion, public need requires it. In case of such suspension during a working season, the time within which the Contractor is required to complete the work shall be extended by as many days as the same was suspended. Upon any stoppage of the work, all material shall be safely placed, so as to not obstruct or impede travel on the right-of-way.
- 500.10 Order and Progress of Work** - The work under this contract shall be prosecuted at as many different places, at such times in such sections along the improvement and with such forces as the Engineer may direct. Completed portions of the roadway shall be opened to travel as directed by the Engineer, but shall not be construed as an acceptance of the work done. Should the work, for any reason, be discontinued by the Contractor, he shall, before again commencing the work, give the Engineer notice of his intention at least twenty-four (24) hours in advance of commencement.
- 500.11 When Estimates May Be Withheld** - Estimates may at anytime be withheld or reduced if, in the opinion of the Board, the work is not proceeding in accordance with the provisions of this contract; or if the work is not progressing in proportion to the time spent working; or if the estimate is not in the same proportion to the entire contract price as the amount of the work completed is to the entire work.
- 500.12 Violations** - At no time during the execution of this Contract shall the Contractor or any subcontractor violate any Federal, State, Municipal, Township, or local laws, statutes, regulations, ordinances, or resolutions.
- 500.13 Injunctions** - If legal obstruction to the completion of the work arises, and if the legal obstruction will cause delay in the completion of the work, the Board may postpone the completion date by the number of calendar days they determine.

SECTION 600 CONTRACTOR INSURANCE REQUIREMENTS

The following types of insurance coverages and limits are required and shall be written for not less than the following, or greater if required by law and/or as otherwise specifically provided in the Contract or required by the Board as listed below. The Board, CCEO, Clermont County, Village of Williamsburg, the Township and their respective trustees, commissioners, officers, agents and employees are to be named as additional insureds with all rights under those policies unless otherwise determined by the Board.

- 600.1** Workmen's Compensation and Employers Liability as required by the laws of the State of Ohio.
- 600.2** The Contractor shall not commence work under the Contract until he has obtained all the insurance required hereunder and has submitted, in quadruplicate, an appropriate Declaration of Insurance, as evidence of coverage which has been approved by the Board and concurred by the Engineer. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required by the subcontractor has been so obtained and approved. Approval of the insurance by the Board shall not relieve or decrease the liability of the Contractor hereunder.
- 600.3 Contractor's Liability Insurance**
- 600.3.1** The Contractor shall acquire and maintain during the term of the contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations,

Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-Owned and Hired Automobiles.

600.3.2 Coverage for an "if any" basis: Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

600.3.3 Bodily Injury Liability limits shall be for an amount of no less than One-Million **(\$1,000,000.00)** Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than One-Million **(\$1,000,000.00)** Dollars on the account of any one occurrence.

600.3.4 Property Damage Liability Insurance in an amount of not less than One-Million **(\$1,000,000.00)** Dollars per occurrence with General Liability extended to provide "Broad Form Property Damage Liability" and in an amount of not less than **Two-Million Five-Hundred Thousand (\$2,500,000.00) Dollars aggregate** for damage on account of all occurrences.

600.3.5 Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides **no less than Two-Million Five-Hundred Thousand (\$2,500,000.00) Dollars** Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.

600.4 Not used

600.5 The Policies as listed in the paragraph's 600.1 through 600.4 shall all contain the following special provisions:

* *The Contractor agrees that written notice will be mailed to the Board thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved.*

* *The Contractor shall submit evidence of such insurance to the Board with the executed contract in the form of a Certificate of Insurance, naming the Board of Clermont County Commissioners as the Certificate holder.*

600.5.1 The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to an adjoining property or their contents or the work of others.

600.5.2 Should any liability arise as a result of the action of the Contractor, subcontractors, or employees for which there is insufficient insurance coverage, the Contractor agrees to indemnify, defend, and hold the Board, City of Milford, Batavia Township, Goshen Township, Jackson Township, Miami Township, Pierce Township, Stonelick Township, Union Township, Wayne Township harmless from any liability or judgment (including reasonable attorneys fees and litigation expenses) and losses.

SECTION 700 PAYMENTS, RETAINAGE, AND FINALITIES

700.1 Payroll Records - Payroll records kept in accordance with Section 4115.07, of the Ohio Revised Code and shall be open to inspection of authorized representatives or officials of Clermont County, Ohio. The contractor shall furnish the Board with an affidavit every thirty (30) days during the construction period stating that all employees and sub-contractors performing services on this project have been paid the prevailing rate of wages as certified by the Department of Industrial Relations provided by Chapter 4115 of the Revised Code of the State of Ohio.

- 700.1.1** The Contractor furnish upon the request of the Board prior to any partial payment(s) an affidavit IAW ORC 1311 (Mechanics Liens) listing money owed or paid to all subcontractors, laborers, or materialmen, and the Board, upon receipt of said affidavit, may, in its discretion, disburse appropriate sums owing as indicated directly to subcontractor's, materialmen, and laborers, with the balance being remitted to the Contractor.
- 700.2 Retainage** - Partial payments to the Contractor for labor performed under either a unit price or lump sum price contract shall be made at the rate of ninety-two (92) percent of the estimates prepared by the Contractor and approved by the Engineer. All labor performed after the project is fifty (50) percent complete shall be paid for at the rate of one-hundred (100) percent of the estimates submitted by the Contractor and approved by the Engineer. The aforementioned requirements are pursuant to Section 153.13 of the Ohio Revised Code.
- 700.2.1** From the date the contract is fifty (50) percent complete, as evidenced by payments in the amount of at least fifty (50) percent of the contract to the person(s) with whom the Board has contracted, except in the case of contracts the total cost of which is less than fifteen thousand (\$15,000) dollars, all funds retained pursuant to Sections 153.12 and 153.14 of the Ohio Revised Code for the faithful performance of work shall be deposited in the escrow account designated in Section 153.63 of the Ohio Revised Code. After the contract is fifty (50) percent complete, no further funds shall be required.
- 700.3 Final Cleaning Up** - Upon completion of the work and before acceptance and final payments shall be made, the Contractor shall clean the roadway, borrow pits, stream channels and banks within the right-of-way at drainage structures, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, false work, temporary structures and equipment, and all parts of the work shall be left in a neat and presentable condition satisfactory to the Engineer. All land on which a temporary easement existed shall be returned to its preconstruction condition by the Contractor, the expense of which is included in the amount of this contract.
- 700.4 Final Inspection** - Wherever the work provided and contemplated by the Contractor has been satisfactorily completed and the final cleaning up performed, the Engineer shall, within ten (10) days, unless otherwise provided, make the final inspection.
- 700.5 Final Payments** - The Engineer shall, as soon as possible after the completion of the entire work, certify such completion to the Board, and the Board shall pay the entire sum so found to be due hereunder, after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained, under the provisions of this contract. All prior partial estimates and payments shall be subject to correction in the full settlement.
- 700.6 Payment of Total Costs to be Final Settlement of all Claims of the Contractor** - The Board shall pay, and the Contractor shall receive, the sum herein stipulated as full compensation for everything furnished and done by the Contractor under this contract, including all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the weather, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, as herein specified, and for well and faithfully completing the work, and whole thereof, as herein provided, together with remedying all defects developing during the period for which the work is guaranteed. Final payment by the Board does not release the Contractor for any defects in construction, workmanship, or materials which could not have been ascertained by reasonable inspection.

700.7 Last Payment to be Final - Before the final estimate is allowed, the Board will require the Contractor to submit an affidavit showing that all claims and obligations arising in connection with the performance of the contract to include, but limited to, money owing to subcontractors, materialmen, or laborers have been satisfactorily settled. This requirement also includes an affidavit from any sub-contractor(s) employed on the project. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall be a release to the Board and agents thereof for all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Board, or of any person relating to or affecting the work.

700.8 Construction Funds Held in Trust. Contractor agrees that all funds it receives from Board for the performance of this Contract shall be held in trust by Contractor for the benefit of all its Subcontractors, suppliers, laborers, and materialmen, and Contractor shall not itself have any interest in such funds until all these obligations have been satisfied in full. Contractor further agrees that any funds received shall be used exclusively for the prosecution of the Project Work, and none will be diverted to satisfy other obligations of Contractor. Board does not have an obligation to pay or see to the payment of money to any subcontractor or supplier.

SECTION 800 CLOSE-OUT PROCEDURE

800.1 When the Engineer and a Contractor determine the Work or a designated portion thereof is complete and acceptable in accordance with the Contract Documents, the Contractor shall submit a letter so stating to the Engineer, with a list of all incomplete items of Work and anticipated dates of completion for each.

800.2 Upon receipt of the letter claiming Substantial Completion, the Engineer will conduct an inspection. A list of items requiring completion or correction will be issued. If the Engineer approves the Contractor's claim of Substantial Completion, the Contractor will prepare a "Certificate of Substantial Completion" for acceptance by the Board and the Engineer. This Certificate will establish the Date of Substantial Completion.

800.3 When the Contractor has completed all items of work on the "Completion and Corrections List" and is satisfied that all work required by the Plans and Specifications for his contract work has been completed, he shall submit his Final "Application for Payment" for all funds due and/or the retained percentage to the Engineer along with the following items:

800.3.1 "Final Certification of Contractor" and "Consent of Surety" form.

800.3.2 Affidavits as required by the Contract if required by the Board.

800.3.3 Copies of test reports as may be required.

800.3.4 Record Drawings or information as required by the Contract Documents for Record Drawings.

800.3.5 Operating and Maintenance Instructions or Manuals required by the Contract Documents.

800.3.6 Other data as required by governing bodies.

- 800.3.7** Other submittals as required by the Technical Specifications such as Specific Guaranties, Warranties, Certificates, etc.
- 800.4** Upon receipt of the Contractor's Final Application and other required material, the Engineer shall verify its completeness and/or correctness. Incomplete or incorrect items shall be returned to the Contractor for corrections and resubmitted.
- 800.5** When the Engineer can certify that all Work under the Contract is complete and the Contractor has submitted all required items, he shall include the Contractor's Final Application on the "Final Certificate for Payment" and submit it to the Board.
- 800.6** The Engineer shall approve the "Final Certificate for Payment"; execute and forward three (3) copies to the Board. Any Contract or Contractor not receiving Engineer approval shall be deleted from the "Final Certificate for Payment."
- 800.7** The Board shall approve the "Final Certificate for Payment," deleting any unacceptable Contracts or Contractors, and return two (2) executed copies to the Engineer. Final checks shall then be distributed by the Board as required by the Contract Documents.
- 800.8** The Bid Guaranty shall not be released until final payment is deposited by the Contractor.

SECTION 900 SAFETY

- 900.1** The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 900.2** Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/she will notify owners of adjacent utilities when prosecution of the work may affect them.
- 900.3** The contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- 900.4** Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.
- 900.5** The Contractor must have a Safety & Health Management Program in place and shall submit a copy of their Program to the Clermont County Engineer's Safety/Risk Manager prior to the commencement of construction. The Program shall include, but shall not be limited to, management commitment, employee involvement, periodic work site surveys, hazards prevention, and control of safety and health education training (see 29 CFR 1926.20 for reference). In addition, prior to the commencement of construction, contractor shall designate a qualified and experienced

safety representative at the site, whose duties and responsibilities shall be the prevention of accidents and the maintaining of supervising and safety precautions and programs.

SECTION 1000 MISCELLANEOUS

1000.1 Permits. The Contractor is responsible for obtaining and paying for all necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Owner in writing.

SECTION IV

Special Provisions

SPECIAL PROVISIONS

CLERMONT COUNTY, OHIO 2012 ROAD RESURFACING PROGRAM

PROJECT NO. RS-07-12

All items included in the following shall be in accordance with the State of Ohio, Department of Transportation, Construction and Material Specifications in force on the date of letting and as follows. If said specifications should change during the terms of this Contract, then this Contract shall be automatically modified so as to conform to the new specifications, at no additional expense to the Board unless otherwise agreed.

SECTION 100 GENERAL

- 100.1 Equipment** - The Contractor shall furnish with his bid a list of all equipment to be used on this project. Additional equipment brought to the job site after beginning work shall be noted in writing and submitted to the Engineer by the Contractor.
- 100.2 Testing** - An independent testing firm will provide materials testing and certification for the Engineer. The testing agency shall have all necessary access to the job site, materials sources and stockpiles during the work. The source of materials may not be changed during the life of the project without written permission from the Engineer.
- 100.3 Bridges** - The Contractor is responsible for knowing the weight limits of all bridges to be traveled for the purpose of getting materials or equipment to the job site. The Contractor shall make the necessary adjustments in vehicle size or loading to accommodate any or all restrictions. Note some bridge decks may not be resurfaced.
- 100.4 Damage** - All areas of the berm or ditchline damaged by equipment and trucks shall be restored to their original condition (prior to the beginning of the project condition by the Contractor).
- 100.5 Intersections, Mailbox Turnouts, and Driveways** - These areas shall be included as an incidental to the project and shall be completed as paving progresses. In no case will the extra area to be paved at intersections and driveways be wider than the existing intersections or driveways. The length and area to be paved outside of the edge of pavement for mailbox turnouts shall be as stipulated by the Engineer.
- 100.6 Construction Notification** - The Contractor will advise the County Inspector a minimum of fourteen (14) days prior to the following: the start of construction activities, lane closures, and road closures. The County Inspector will forward this information to the Project Engineer and any other local officials responsible for public notification. That official will, in turn, notify the public, the local emergency services, affected schools and businesses, and any other impacted local public agency of any of the above mentioned items, via the appropriate media sources.
- 100.7 Not Used**
- 100.8 Asphalt Binder Price Adjustment (Removal from Specifications) – The ODOT specification section 401.20 – Asphalt Binder Price Adjustment shall be removed from this project. No adjustments to the asphalt binder cost will be made.**

This item shall consist of all labor, equipment, and material necessary for the removal of existing asphalt pavement. This pay item is intended for use at butt joints, concrete curb areas and areas of full pavement width planning (see details for each road). The Engineer will field verify locations and limits for Pavement Planing.

Removal of the existing asphalt shall be accomplished by a down-cutting mode so as not to lift up the adjacent pavement that is to remain. Extreme care shall be given to the removal of pavement around manholes, inlets, boxes, etc. Pavement in these areas shall be removed by other means, as approved by the Engineer. Care shall be taken to keep stripped material from entering inlets. Material entering an inlet shall be removed at the Contractor's expense.

All milled areas shall be cleaned immediately following the milling, and cuttings shall be removed and disposed of from the job site. All dust from the milling operation shall be controlled as directed by the Engineer.

In all other areas, removal of existing pavement shall be as directed by the Engineer and may require several passes to remove the required material.

Item 401 Pavement Preparation

This item shall consist of all labor, equipment and incidental material needed to prepare the existing roadway surface prior to paving.

The road surface shall be cleaned to the satisfaction of the Engineer or his inspector by sweeping, blowing, hand tools, scraper blade, or other method, until all dust, mud, clay lumps, vegetation, foreign matter, etc. are removed. Occasionally uneven or irregular roadway surfaces shall be leveled using Item 448 asphalt concrete and rolled with a steel-wheeled mechanical roller approved by the Engineer. If necessary, some leveling may require the use of a mechanical paver as directed by the Engineer.

Water valves, gas boxes, telephone manholes, etc. shall be adjusted to grade and shall be considered incidental to this item.

Payment for this item shall be incidental to Item 401 except that any asphalt concrete used as preparation of the roadway surface shall be paid at the cubic yard unit price for Item 448 Asphalt Concrete.

Item 407 Tack Coat, Trackless Tack

The Tack Coat, Trackless Tack application shall be in accordance with Item 407 – Tack Coat with the following additions. The material shall be NTSS-1HM.

The NTSS-1HM Tack Coat Material shall be composed of a Polymer Modified Asphalt Emulsion.

The Contractor shall furnish the manufacturer's certification that the material used is in compliance with the following specifications.

BITUMINOUS MATERIAL GRADE	NTSS-1HM Specification Minimum/Maximum
Solubility, %	97.5 Minimum
Penetration at 77 deg F	5/15
Emulsion Residue by Distillation, %	40 Minimum
Naptha, % by Volume	1.0 Maximum

One Day Storage Stability, %	1.0 Maximum
Sieve Test, %	0.1 Maximum *
Fuol Viscosity, Seconds, 77 deg F	30 Minimum
R & B Softening Point Range, deg C	60/70

*The Sieve result is tested for reporting purposes only. If the product pumps well, the sieve specification is waived.

NTSS-1HM Trackless Tack Coat is subject to damage if frozen. It is not compatible with Cationic Emulsion (CRS, COS, CMS, CSS, etc.). All equipment must be thoroughly cleaned if it previously contained cationic emulsion. Diluting of NTSS-1HM Trackless Tack Coat is prohibited. Do not apply if rain is expected.

For application, conventional emulsion distributors are suitable. NTSS-1HM Trackless Tack Coat should be applied at a rate of 0.03 to 0.10 gallons per square yard. The recommended application temperature is 74 to 80 degrees celcius or 165 to 175 degrees Fahrenheit.

After completion of the placement of the Item 448 asphalt concrete, the new pavement shall be **edge-sealed** with material as specified under Item 407.02 of the O.D.O.T. Construction And Material Specifications Manual in force at the time of letting.

Item 604 Manholes Adjusted to Grade by Rings

All applicable sections of Item 604 of the Construction and Material Specifications, as issued by the Ohio Department of Transportation shall apply. When metal adjusting rings are used, the Contractor shall be responsible for determining the size and providing the number of rings needed.

Note: All manholes shall be flush or one quarter inch lower than the surrounding asphalt surface to prevent snow plows from catching on their edge.

Adjustment of manholes to grade shall be completed just prior to placement of the 448 asphalt concrete.

Payment for this item shall be per each according to the number adjusted by metal ring or resetting the metal frame manually.

Item 604 Manholes Adjusted to Grade Manually

All applicable sections of Item 604 of the Construction and Material Specifications, as issued by the Ohio Department of Transportation shall apply.

Note: All manholes shall be flush or one quarter inch lower than the surrounding asphalt surface to prevent snow plows from catching on their edge.

Payment for this item shall be per each adjusted by **providing and installing** (NEENAH R-1664 Manhole Frame and Vented lid or equal)and disposing of the old non-standard size metal frame . The asphalt material used in the process shall be paid for separately at the contract 448 unit cost.

Item 614 Maintenance of Traffic

The Contractor shall be responsible for strict adherence to all applicable section of the ODOT Construction and Material Specifications and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways. The Contractor shall furnish all traffic control needed to maintain traffic, including lights, signs, tools, equipment, labor, and incidentals necessary for the proper completion of the project and will not be permitted to begin work until all appropriate traffic control devices are in place. All roads shall be kept open to the public at all times by providing a minimum of one (1)

lane of traffic while work is in progress. During lane closures the contractor shall furnish a minimum of two (2) flagmen equipped with two-way communications to regulate traffic and suitable barricades shall be placed to keep vehicular traffic out of the work area. The Contractor may request in writing to pave in one (1) pass low volume roads at least (2) two weeks prior to scheduling said roads. Additional public notification may be required on approved one pass roads, such as notices to residents in the vicinity..

Special Signs (Paving NEXT WORK DAY EXPECT DELAYS) shall be placed on both ends of all roads to be resurfaced and at major intersections to warn motorists of expected work, twenty four hours in advance of the proposed work. The signs will be supplied by the Engineer and the posts will be the responsibility of the Contractor. Failure to return signs supplied by the Engineer will result in a deduction in payment for this item. The deduction will be \$50.00 per sign not returned.

Payment for this item shall be lump sum.

Item 641 Temporary Centerline

This item shall consist of labor, equipment, and material necessary for the temporary remarking of previously marked roads. All roads will be actuarially marked with reflectorized tape, approximately six (6) inches long locating all centerlines at fifty (50) foot intervals.. Payment for this item shall be lump sum.

Item Special Chip Seal & Polymer Binder (SAMI T1)

SPEC SAMI, (TYPE I) STRESS ABSORBING MEMBRANE INTERLAYER

1.0 DESCRIPTION

This work consists of furnishing all materials, equipment, labor and preparation necessary for the application of Stress Absorbing Membrane. The applied materials shall completely seal the entire pavement surface and provide a uniform textured surface, suitable for the placement of hot mixed asphalt, micro-surfacing or as a finished surface.

2.0 MATERIALS

2.1 POLYMER MODIFIED BITUMINOUS BINDER

EMULSION PROPERTY MIN MAX TEST METHOD
S.F. VISCOSITY, 50 C (sec) 50 400 ASTM D 244
PERCENT SOLIDS (%)* 70 - ASTM D 244
STORAGE STABILITY, 24 hrs (%) - 1.0 ASTM D 244
SIEVE TEST, #20 mesh (%) 0.1 ASTM D 244
RESIDUE PROPERTY MIN MAX TEST METHOD
PENETRATION, 100g, 5 sec, 25 C (dmm) 70 100 ASTM D 5
SOFTENING POINT, RING & BALL (C) 65 - ASTM D 36
ELASTIC RECOVERY, 4C, 10cm (%)** 70 - ASTM D 113
FORCE DUCTILITY, 4C, 40cm*** 25 lbs./sq.in. ASTM D 4

*By distillation or evaporation.

** The specimen is extended 10 cm. The extended area is severed in the middle using a pair of shears. After 1 hour, at the test temperature the severed ends are returned to contact and the ductilometer reading is made again. The sample must recover at least 70 percent of the original 10-cm distance.

*** ASTM D 113 as modified by the addition of a load cell to the standard ductility test apparatus.

The load cell is calibrated in pounds per square centimeter. Reading is measured at 40 cm. Reading is multiplied by 6.45 to yield pounds per square inch force required to extend the test specimen. The asphalt modifier shall be a SBS type polymer, Styrene – Butadiene – Styrene. The modifier shall be added to the asphalt cement prior to the emulsification process.

2.3 COURSE AGGREGATE

The course aggregate shall be 100% crushed material from quarried stone, natural gravel or other high quality aggregate and meet the following requirements.

SS10

PHYSICAL REQUIREMENTS

TEST DESCRIPTION SPECIFICATION

AASHTO T96 L.A. Abrasion Test 40% max.

S1029* Deleterious Materials 1.0 max.

S1021* Crushed pieces 100%

AASHTO T104 Sodium sulfate soundness test, 5 cycle 15

GRADING REQUIREMENTS

ASTM C-117

SIEVE SIZE TYPE I

1 inch (25mm) 100

¾ inch (19mm) 100

½ inch (12.5mm) 95-100

No. 4 (4.75mm) 5-25

No. 8 (2.36mm) 0-10

No. 200 (75um) 2

3.0 EQUIPMENT - Equipment shall be safe, environmentally acceptable, and capable of producing a consistent/quality product.

SAMI Applicator - The SAMI unit shall be capable of receiving all raw materials, storing those materials in adequate quantity and applying all materials without stopping to reload.

The unit shall include:

- A speed control used by the operator to control the travel speed of product application.
- A method for the driver to control the product placement edge from either side of the unit.
- A digital speed read-out in feet per minute that operates continuously and located in the operator's view.

Emulsion System - The emulsion system shall include as part of the continuous applicator the following:

- Minimum tank capacity of 600 gallons, insulated and capable of heating the emulsion to the desired temperature
- Ground speed control device interconnected with the emulsion applicator
- Computerized application rate control of the emulsion that automatically adjusts to the travel speed
- Emulsion system capable of accurately and uniformly applying the emulsion to the pavement and at a forward travel rate of 75 to 200 fpm
- The emulsion application shall produce a uniform thickness across the pavement and the shutoff shall be instantaneous with no dripping
- The emulsion system shall be capable of maintaining the specified application rate within =0.02 gal. /sq. yd
- Emulsion system shall be capable of placing emulsion in widths of 1 to 16 feet and adjustable while placing material SS11

Aggregate System - The aggregate system shall include as part of the continuous applicator the following:

- Minimum hopper capacity of 4 cubic yards
- Ground speed control device interconnected with the aggregate applicator
- Computerized application rate control of the aggregate that automatically adjusts to the travel speed
- Aggregate system shall be capable of accurately and uniformly applying the aggregate and at the rate of 75 to 200 fpm
- The aggregate system shall produce a uniform application, and shall be adjustable to properly cover the exposed emulsion
- The aggregate system shall be capable of maintaining the specified application rate within=1.0 lbs./sq.yd
- Screen to remove oversized aggregate
- Aggregate handling system capable of delivering at a minimum 180 tons per hour
- Aggregate applicator shall be capable of placing aggregate in widths of 1 to 16 feet and in any variable width while placing material
- The aggregate system shall be capable of applying aggregate at an application rate range of 70 to 5 lbs./sq. yd

COMPACTING EQUIPMENT - Self propelled pneumatic-tired roller, weighing not less than 8 tons shall be used.

MISCELLANEOUS - All equipment including hand tools, thermometers, etc., shall be provided. All equipment used on the roadway shall be equipped with at least one approved flashing, rotating or oscillating amber light visible from all sides. All material storage tanks and material handling units shall be capable of heating and storing materials such not to cause damage. The Contractor may use conventional chip seal equipment on project segments of less than 24,000 square yards or on spot repairs. Equipment shall conform to 407.03.

4.0 PRE-PAVING ON SITE MEETING

A meeting between the contractor and engineer will be held at the project site prior to beginning work. The agenda for this meeting will include:

- Review of contractors detailed work schedule
- Review of the traffic control plan
- Inspection of equipment
- Calibration and adjustments to equipment

5.0 WEATHER LIMITATION

The stress absorbing membrane shall be placed when the pavement and atmosphere temperature is 10C (50 F) or above. Placement is not permitted if it is raining, or when the pavement surface is wet.

6.0 CONSTRUCTION

The contractor shall follow the construction methods as described.
SS12

1. The contractor shall establish stations, at 1000 feet intervals on the entire project, prior to placing the stress absorbing membrane. The stations shall be maintained until project completion.

2. Preparation of the surface shall be in accordance with 407.05. The surface shall be cleaned by the contractor and shall be dry when the bituminous binder is applied. Material cleaned from the surface shall be disposed of as directed by the engineer.
3. The specified aggregate shall be spread uniformly onto the bituminous binder within 30 seconds of bituminous spray and be in accordance with 422.08, except that three wheel rollers are not required.
4. Project greater than 12,000 m² a minimum of two rollers shall be used. Rollers shall proceed at a maximum speed of 5 mph. The entire surface shall receive a minimum of two roller passes. The first roller pass shall be performed within one minute of aggregate spread.
5. Brooming of the completed surface shall be accomplished prior to unrestricted use by traffic. The entire surface shall be clean of all loose material within 24 hours prior to the resurfacing with an asphalt mixture.
6. Before opening to traffic the contractor shall post loose stone signs and 35 mph speed plaque mounted below the sign. These signs shall be placed at the beginning of the work area and at one-mile intervals through out the project. The loose stone signs shall be maintained until the completed surface is free of loose material.
7. The contractor shall protect all utility casting using tarpaper or other approved material. All covers shall be properly fitted to the casting and removed prior to sweeping.

7.0 APPLICATION OF BITUMINOUS BINDER

The bituminous binder shall be heated to the specified temperature and uniformly placed to prevent ridges or streaks in the surface and shall be in accordance with 409.07.

7.1 BITUMINOUS BINDER

The bituminous binder shall be applied at a temperature of 150 F – 180 F., and at the rate specified.

7.2 APPLICATION OF COURSE AGGREGATE

- Stockpiling and loading methods shall permit ready identification of material and to minimize segregation and contamination.
- The moisture content of the course aggregate shall be below 4% and maintained throughout the project.
- Course aggregate shall be spread uniformly with ridges or gaps at the specified rates.
- Spreading shall be adjusted to produce a minimum of excess loose particles and shall provide complete coverage after rolling.
- Spreading shall be accomplished such that the tires of trucks or spreader at no time come into contact with the newly applied bituminous material.

7.3 MATERIAL APPLICATION RATE

BINDER APPLICATION RATE-Gallon Per Square Yard

APPLICATION TYPE TYPE I TOLERANCE

Finished Surface 0.40 – 0.45 +/- 0.2

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Prior to Micro-Surfacing 0.45 – 0.50 +/- 0.2

Prior to 1 inch min. Overlay 0.50 – 0.55 +/- 0.2

Aggregate application rate shall be as determined by the supplier of SAMI binder and shall produce a completed surface with no exposed binder.

The supplier of SAMI emulsion shall determine the application rate for emulsion and aggregate, based on the pavement condition and aggregate size. This information shall be reported to the Engineer prior to beginning work and shall include an aggregate gradation on the job specific materials.

8.0 QUALITY CONTROL

The contractor to measure compliance shall use the methods described in this section.

- Aggregate Gradation
- Aggregate Moisture Content
- Yield Check on Bituminous Binder
- Temperature Check on Bituminous Binder

If the Contractor's test results exceed any of the identified quality control tolerances, the Engineer shall be immediately notified. The Engineer will review explanation and the corrective action taken by the Contractor. Another test will be taken and if the test results still exceed the quality control tolerance, placement shall STOP. The Contractor shall immediately notify the Engineer, and identify the cause of the excessive deviation and detail corrective action necessary to bring the deficiency into compliance. The Engineer will give approval prior to resumption of work.

8.1 BITUMINOUS BINDER

The application rate shall not exceed a tolerance of 0.02 gallons per square yard from the specified rate, and within the temperature range as specified in Sub-Section 7.1.

8.2 COURSE AGGREGATE

The aggregate shall be clean and uniform, and shall be within the gradation range as specified in Sub-Section 2.3. Moisture content shall not exceed the tolerance as specified in Sub-Section 7.2

9.0 DOCUMENTATION

The Contractor shall provide the Engineer a daily report with the following information:

- Control Section/Project Number/County/Route
- Date/Air Temperature/Pavement Temperature
- Bituminous Binder Temp. (3 per day)
- Station Location Per Test
- Beginning and Ending Stations
- Yield Check on Bituminous Binder (3 per day)
- Aggregate Gradation & Moisture (1per day)
- Length/Width/Total Area

Other required documentation shall include:

- To be provided as requested or at project completion.
- Bill of Lading on aggregate and bituminous binder.

SS14

10.0 ACCEPTANCE

The Contractor shall inspect the completed Stress Absorbing Membrane during the application process for any deficiencies. The deficiencies will be limited to surface flushing, surface patterns, and loss of stone retention.

Workmanship shall be inspected for the following:

- Untreated areas (missed)
- No overlap on longitudinal joints
- No overlap on construction joints

All corrective work shall be accomplished prior to resurfacing with bituminous materials, or within 24 hours. The Contractor shall furnish materials, equipment, and labor to make corrections at no additional cost to the contract. The Engineer shall give final approval on inspection and corrective work.

11.0 MEASUREMENT AND PAYMENT

The completed work as measured will be paid for at the Contract unit price for the following contract

items:

Pay Item Pay Unit

Stress Absorbing Membrane Type I Square Yard

Payment for Stress Absorbing Membrane includes all materials, equipment, labor, and preparation, final clean up and related incidentals.

Item Special Reclamite, Per Specs

1.1.1 Scope: ASPHALT REJUVENATING AGENT

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

1.1.2 Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W ¹	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test ²	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W ³	D-244(Mod.)	T-59(Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴	GB	GB	-	30

Tests on Residue from Distillation:

Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6

PC + A₁⁵
S + A₂

PC/S Ratio ⁵	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵	D-2006-70	-	-21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins

A₂ = Second Acidaffins, S = Saturated Hydrocarbons

1.1.3 Material Performance:

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 45 percent and the penetration value shall be increased by a minimum of 25 percent. Test data shall be performed on extracted asphalt cement from a pavement to a depth of three eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with his bid, or prior to entering into contract, the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid, or prior to entering into contract, previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, Townships, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in the asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency.

RECLAMITE®, manufactured by Golden Bear Oil Specialties, is a product of known quality and accepted performance.

1.1.4 Applicator Experience:

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

1.1.5 PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"® for the asphalt rejuvenating agent as manufactured by Golden Bear Oil Specialties is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

- (a) List the proposed alternate on the BID SHEET form giving the product name and price.
- (b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the county requirements for the standard item for which the alternate is offered.
- (c) Submit a current Material Safety Data Sheet for the alternate materials. The alternate will be given consideration by the County. The Contractor may furnish only those alternate items included in his

proposal and approved by the County prior to award of a contract. If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.

Should the ALTERNATE offered be found unacceptable by the County based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid may be considered non-responsive.

1.1.6 APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

1.1.7 HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

1.1.8 RESIDENT NOTIFICATION:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

1.1.9 APPLICATING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

1.2.1 APPLICATION OF REJUVENATING AGENT:

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Engineer.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

1.2.2 STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

1.2.3 TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signage required to permit safe travel. The contractor shall notify the County 24 hours prior to streets being treated the next day.

If, in the opinion of the Engineer, proper signage is not being used, the Contractor shall stop all operations until safe signage and barricading is achieved.

1.2.4 METHOD OF MEASUREMENT:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

XIV. BASIS FOR PAYMENT:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD which shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

SECTION V

Bid Proposal and Bid Guaranty

BIDDER'S CHECKLIST

PROJECT NO. RS-07-12

2012 ROAD RESURFACING PROGRAM

Required Submittals

- Non-Collusion Affidavit
- Affidavit Affirming Compliance with 9.24 and 5719.042 ORC
- Declaration regarding material assistance/nonassistance to a terrorist organization
- Bid Proposal
- Worksheet with line item unit prices
- Addenda (if applies)

Bid Guaranty

(Select only one)

- Certified Check (10% of Bid)
- Cashier's Check (10% of Bid)
- Irrevocable letter of Credit (10% of Bid)
- Bid Guaranty and Contract Bond, Combination (100% of Bid)

If Using Bid Guaranty and Contract Bond

- Signed by Bidder & Surety Agent
- Power of Attorney – Proper Agent Name and Date
- Current Financial Statement of Surety
- Current Certificate of Insurance for Surety from Department of Insurance

Additional Reminders

- Reviewed Proposal and worksheets for mathematical errors
- All information supplied in duplicate

This checklist is not intended to relieve the bidder of the responsibility to provide other required documents. Rather, this checklist is offered merely to serve as an aid in assisting in the preparation of the bid. Notice is hereby given that the failure to submit all required documents duly and properly constituted including but not limited to all required signatures may result in the rejection of your bid on the basis that the bid is non-responsive.

BID PROPOSAL

PROJECT NO. RS-07-12

2012 ROAD RESURFACING PROGRAM

TO THE CLERMONT COUNTY, OHIO, BOARD OF COMMISSIONERS:

The undersigned certifies that he/she has examined the plans and specifications and has inspected the site of the proposed improvements. It is understood that the following bid will be governed by the UNIT PRICE BID, unless otherwise specified, also that the quantities may be increased or decreased, if the bid is a unit price bid.

The undersigned submits with the following bid a bid guarantee for the amount, as set forth in Section 200.5 of the General Provisions, and proposes to furnish all labor, equipment, and materials necessary for the construction of PROJECT NO. RS-07-12: 2012 ROAD RESURFACING PROGRAM in accordance with the Ohio Department of Transportation Construction and Material Specifications, Standard Construction Drawings, Ohio Manual of Uniform Traffic Control, The Ohio Department of Transportation Bridge Design manual, and the Technical Specifications contained in the Construction Drawings, under the most current versions of the aforementioned drawings and specifications and in force on the date of letting shall be enforced by the Clermont County Board of Commissioners:

**PROJECT NO. RS-07-12,
2012 ROAD RESURFACING PROGRAM**

ENGINEER'S ESTIMATE: \$ 3,148,779

Please enter the total cost of the Bid Proposal, OBTAINED FROM THE ATTACHED WORKSHEETS, in the space below:

BASE BID AMOUNT: _____

Amount of Guaranty: Each Proposal must be accompanied by a bond in the sum of One Hundred (100) percent (%) of the Bid Amount or a CERTIFIED CHECK, CASHIER'S CHECK, OR IRREVOCABLE LETTER OF CREDIT pursuant to Chapter 1305 of the Ohio Revised Code in the sum of ten (10) percent (%) of the Bid Amount on a solvent bank as a guarantee that if the Proposal is accepted a contract will be entered into.

BID OPENING DATE: Thursday, July 12, 2012
BIDS RECEIVED BY: 2:00 P.M. Local Time

COMPLETION DATE: November 16, 2012

The undersigned hereby acknowledges receipt of the following addenda:
Project No. RS-07-12

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

It is understood that if this bid is accepted, the undersigned will enter into a contract and give bond with approved security in the full amount of the bid within ten (10) days after the award of the contract by the Board of Clermont County Commissioners, otherwise the Bid Guarantee will be forfeited.

Witness our hands this _____ day of _____, 2012

NAME OF BIDDER: _____
(COMPANY OR CORPORATION) (SIGNATURE OF AGENT)

*****Submit all information in duplicate as stated in 400.6 of Section II *******

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal and
_____ as Surety, are hereby held and firmly bound
unto The Board of Clermont County Commissioners and the Village of Williamsburg, herein after called the
Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee, on
_____, 2012 to undertake the Project known as:

PROJECT NO. RS-07-12, 2012 ROAD RESURFACING PROGRAM

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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 Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent to the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next bidder to perform the work covered by the bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee 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 void, otherwise to remain in full force and effect. If the Obligee 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 Obligee 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, therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claim 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 or specifications therefore shall in any way affect 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_____.

Principal

By: _____
(Seal)

Surety

By: _____
Attorney/Attorney-In-Fact

(SEAL)

Awarding authorities are simultaneously, with notice of award to Contractor, to give written notice to Surety and Agent. Show name and mailing address of both Agent and Surety.

Surety's Address:

Agent's Address:

REF. NO.	ITEM	TOTAL QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	202	196	EACH	RPM removed		
2	253	11720	Square Yard	Full Depth Repair (6")		
3	253	16504	Square Yard	Full Depth Repair (8")		
4	254	79220	Square Yard	Pavement Planing		
5	401	1	Lump Sum	Pavement Preparation		
6	448	15252	Cubic Yard	Asphaltic Concrete Surface Course, Type 1		
7	407	36323	Gallon	Tack Coat, Trackless Tack		
8	604	1	Each	Catch Basin Adjusted to Grade		
9	604	49	Each	Storm Manholes Adjusted by rings		
10	604	32	Each	Sanitary Manholes Adjusted by rings		
11	604	7	Each	Sanitary Manholes Adjusted Manually		
12	614	1	Lump Sum	Maintence of Traffic		
13	621	91	Each	Raised Pavement Markers		
14	642	1	Lump Sum	Temporary Centerline		
15	642	29.560	Mile	Edge Line Type 1A (16 gal. / mi.+ 25%)		
16	642	12.891	Mile	Center Line Type 1A (26 gal. / mi. + 25%)		
17	644	75	In.ft.	Channel Lines (8 inch)		
18	644	502	In.ft.	12 inch Crosswalk		
19	644	1	Each	Arrows		
20	644	1	Each	Word on Pavement 96"		
21	644	318	In.ft.	24" Stop Line		
22	644	154	In.ft.	24" Transverse Line		
23	644	400	In.ft.	Parking Stall marking (including handicap stall markings)		
24	614	1	Lump Sum	Maintence of Traffic (Pavement Marking)		
25	Special	47405	Square Yard	Reclamite, per specs		
26	Special	26495	Square Yard	Chip Seal & Polymer Binder (SAMI T1)		
TOTAL COST						

CONTRACTOR_____

2012 Resurfacing Program- County

Road Name	From	To	Mileage
County Roads			
Bach-Buxton	Ferris Rd	Clough Pike	0.690
Branch Hill-Miamiville	SR 126	Branch Hill-Guinea	2.716
Cozaddale	SR 28	Warren County Line	1.708
Glen Este-Withamsville	SR 125	Shayler	0.330
Lucas Rd	Brown County Line	SR 133	2.358
Richey	Felicity-Higginsport	SR 756	2.700
Shiloh	Address #7197	Warren County Line	0.709
Bantam	SR 222	SR 125	1.010
Bethel-Maple Rd(FDR)	SR 774	Bethel Village Limits	N/A
Taylor Pike(FDR)	SR 133 (south)	SR 133 (north)	N/A
Woodville Pike(FDR)	SR 132	SR 727	N/A
Various Twp and City Roads			
Batavia Township			
Mallard Dr	Old SR 32	Deadend	0.343
Pochard Dr	Muscovy	Batavia Lakes Dr	0.237
Muscovy Ln	Culdesac	DeadEnd	0.298
Canvasback Cir	Ponchard	Muscovy	0.147
Short Apple	Dead End	Judd	0.772
Apple	Short Apple	Chapel	1.417
Meadowood Dr	Amelia Olive Branch	Culdesac	0.197
Meadowlark Ln	Shagbark	Culdesac	0.177
Foxdale Ct	Meadlark	Culdesac	0.044
Treeline Ct	Meadowood	Culdesac	0.054
Tanbark Ct	Culdesac	Culdesac	0.117
Goshen Township			
Entrance drive	Charles Snider rd.	Gingham rd.	0.050
Buckboard In.	Springhouse rd.	Dead end	0.280
Silo Drive	Buckboard In	Dead end	0.032
Pin Oak dr.	Meadowbrook dr.	dead end	0.287
Red Oak dr.	Meadowbrook dr.	dead end	0.158
Acorn dr.	Red Oak dr.	Dead end	0.043
Woodland dr.	Pin Oak dr.	Meadowbrook dr.	0.165
Royal Oak Ct.	Pin Oak dr.	Dead end	0.100
Lynne Haven Ct.	Rolling Knoll dr.	dead end	0.080
Jackson Township			
Malsbeary	Bucktown Road	Marathon-Edenton Road	1.033
Miami Township			
Emily Dr	Wolfpen-Pleasant Hill	Elmcris Dr	0.329
Shirl Bar Cir	Emily Dr	Dead End	0.137
Richland Cr	Emily Dr	Dead End	0.139
Lynne Clara Dr	Emily Dr	Dead End	0.142
Elmcris Dr	Emily Dr	Dead End	0.152
Oakwood Dr	Elmcris Dr	Oak Leaf	0.249
Deb-Ranal Ct	Oakwood Dr	Dead End	0.090
Ashcraft Dr	Oakwood Dr	Dead End	0.089
Oakleaf Dr(south)	Dead End(South)	Dead End(North)	0.132
Berdova Drive	Wolfpen Pleasant Hill	Elwynn Dr	0.116
Deblin Dr(west)	Wolfpen Pleasant Hill	Stonewall Jackson Dr(at curb)	0.534
Deblin Dr(East)	Stonewall Jackson Dr	Buckwheat Rd	0.514
Stonewall Jackson Dr	Deblin Dr	Dead End	0.221
Monassas Run Rd	Deblin Dr	Hunt Club DR	0.210
Jeb Stuart Dr	Deblin	Dead End	0.227
Patrick Henry Dr	Deblin Dr	Dead End	0.230
Blue Ridge Wy	Stonewall Jackson Dr	Buckwheat Rd	0.369
Mt Vernon Dr(North)	150' N. of Piedmont Dr	Dead End	0.258
Misc. Curb Remove and Replace	Various	Various	

County Roads

Road Number:	380			Notes	
Road Name:	Bach-Buxton			Bull Nose marking 50 sf	
Township:	Union			FDR SB 889'	
From:	Ferris Rd	Feet		FDR NB 848'	
To:	Clough Pike	3643	Cubic Yards		
Length:	0.69	Miles	462.26		
Width:	26	Feet			
Depth:	1.50	Inches			
Additional Areas:	5124.0	Square Feet			
Mailboxes:	15	Each	2.50		
Driveway Aprons:	42	Each	11.73		
RPM's	y	Y or N	476.48		
Item			Units	Bid Quantity	
202		RPM,s removed	Each	61.00	
253		Full Depth Repair- 8"	Sq. Yards	772.00	
448		Asphaltic Concrete	Cubic Yards	480.00	
407		Tack Coat, Trackless Tack	Gallons	1,150.00	
604	Sanitary	Manholes Adjusted (rings)	Each	4.00	
621		RPM's installed	Each	61.00	
642		Edge Line Type	Mile	1.38	
642		Center Line Type	Mile	0.69	
644	thermo	24 inch stop line	LF	30.00	
644	thermo	24 inch traverse line	LF	154.00	
644	thermo	8 inch chanel lines	LF	75.00	
644	thermo	ARROWS	Each	1.00	
644	thermo	ONLY	Each	1.00	

Road Number:	20			Notes	
Road Name:	Branch Hill-Miamiville				
Township:	Miami				
From:	SR 126	Feet		RPM at bridge over I275	
To:	Branch Hill-Guinea	14340	Cubic Yards		
Length:	2.716	Miles	1317.77	FDR - Linear Feet	
Width:	19.5	Feet		SB 5030 ft	
Depth:	1.50	Inches		NB 4210 ft	
Additional Areas:	5000.0	Square Feet			
Mailboxes:	48	Each	8.00		
Driveway Aprons:	183	Each	51.09		
RPM's	n	Y or N	1376.86		
Item			Units	Bid Quantity	
202		Pavement removed- butt joints& curb	Sq. Yards	400.00	
202		RPM,s removed	Each	40.00	
253		Full Depth Repair- 6"	Sq. Yards	4,110.00	
448		Asphaltic Concrete	Cubic Yards	1,380.00	
407		Tack Coat, Trackless Tack	Gallons	3,310.00	
642		Edge Line Type	Mile	5.43	
642		Center Line Type	Mile	2.72	

County Roads

Road Number:	37			Notes
Road Name:	Cozaddale			requires preleveling
Township:	Goshen			
From:	SR 28	Feet		
To:	Warren County Line		9018	
Length:	1.708	Miles	964.85	
Width:	21	Feet		
Depth:	1.60	Inches		
Additional Areas:	6000.0	Square Feet		
Mailboxes:	38	Each	6.76	
Driveway Aprons:	75	Each	22.33	
RPM's	n	Y or N	993.94	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	200.00
448		Asphaltic Concrete	Cubic Yards	995.00
407		Tack Coat, Trackless Tack	Gallons	2,240.00
642		Edge Line Type	Mile	3.42
642		Center Line Type	Mile	3.42

Road Number:	55			Notes
Road Name:	Glen Este-Withamsville			Also 300 ft north of Shayler rd int. 3 old style MH replace casting and lids FDR SB 265' FDR NB 500'
Township:	Union			
From:	SR 125	Feet		
To:	Shayler		1742	
Length:	0.33	Miles	169.40	
Width:	21	Feet		
Depth:	1.50	Inches		
Additional Areas:		Square Feet		
Mailboxes:	12	Each	2.00	
Driveway Aprons:	26	Each	7.26	
RPM's	y	Y or N	178.66	
Item			Units	Bid Quantity
202		RPM,s removed	Each	30.00
253		Full Depth Repair- 8"	Sq. Yards	490.00
448		Asphaltic Concrete	Cubic Yards	180.00
407		Tack Coat, Trackless Tack	Gallons	430.00
604	Storm	Catch Basin Adjusted to Grade	Each	1.00
604	Sanitary	Manholes Adjusted (rings)	Each	2.00
604	Sanitary	Manholes Adjusted (manually)	Each	3.00
621		RPM's installed	Each	30.00
642		Edge Line Type	Mile	0.66
642		Center Line Type	Mile	0.33
644	thermo	24 inch stop line	LF	26.00
644	thermo	12 inch CROSSWALK	LF	42.00

County Roads

Road Number:	77				Notes
Road Name:	Lucas Rd				Add 150 cy to prelevel 1 " from 133 south 2400'
Township:	Wayne				
From:	Brown County Line		Feet		
To:	SR 133		12450	Cubic Yards	
Length:	2.358	Miles		1170.16	
Width:	20	Feet			
Depth:	1.50	Inches		150.00	
Additional Areas:	3750.0	Square Feet			
Mailboxes:	35	Each		5.83	
Driveway Aprons:	60	Each		16.75	
RPM's	n	Y or N		1342.74	
Item			Units	Bid Quantity	
253		Full Depth Repair- 6"	Sq. Yards	1,950.00	
448		Asphaltic Concrete	Cubic Yards	1,345.00	
407		Tack Coat, Trackless Tack	Gallons	3,225.00	
642		Edge Line Type	Mile	4.72	
642		Center Line Type	Mile	2.36	

Road Number:	104				Notes
Road Name:	Richey				Includes portion in Brown County (billed directly to Township)
Township:	Franklin				
From:	Felicity-Higginsport		Feet		
To:	SR 756		14256	Cubic Yards	
Length:	2.7	Miles		1122.00	
Width:	17	Feet			
Depth:	1.50	Inches			
Additional Areas:		Square Feet			
Mailboxes:	51	Each		8.50	
Driveway Aprons:	95	Each		26.52	
RPM's	n	Y or N		1157.02	
Item			Units	Bid Quantity	
448		Asphaltic Concrete	Cubic Yards	1,160.00	
407		Tack Coat, Trackless Tack	Gallons	2,780.00	
642		Edge Line Type	Mile	5.40	

County Roads

Road Number:	157			Notes
Road Name:	Shiloh			Requires Prelevel Course twp to fix pipe settlement problem
Township:	Goshen			
From:	Address #7197	Feet		
To:	Warren County Line	3744	Cubic Yards	
Length:	0.709	Miles	356.18	
Width:	19	Feet		
Depth:	1.60	Inches		
Additional Areas:	1000.0	Square Feet		
Mailboxes:	11	Each	1.96	
Driveway Aprons:	18	Each	5.36	
RPM's	y	Y or N	363.50	
Item			Units	Bid Quantity
202		RPM,s removed	Each	65.00
448		Asphaltic Concrete	Cubic Yards	365.00
407		Tack Coat, Trackless Tack	Gallons	820.00
642		Edge Line Type	Mile	1.42
642		Center Line Type	Mile	0.71

Road Number:	340			Notes
Road Name:	Bantam Rd			
Township:	Tate			
From:	SR 222	Feet		
To:	SR 125	5333	Cubic Yards	
Length:	1.01	Miles	518.47	
Width:	21	Feet		
Depth:	1.50	Inches		
Additional Areas:	0.0	Square Feet	0.00	
Mailboxes:	28	Each	4.67	
Driveway Aprons:	62	Each	17.31	
RPM's		Y or N	540.44	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	50.00
448		Asphaltic Concrete	Cubic Yards	545.00
407		Tack Coat, Trackless Tack	Gallons	1300.00
642		Edge Line Type	Mile	2.02
642		Center Line Type	Mile	1.01

Road Number:	13			Notes
Road Name:	Bethel-Maple Rd(FDR)			Full Depth Repair assumed 4 feet wide Extend FDR limits north to Bethel Village Limits
Township:	Tate			
From:	SR 774	Feet		
To:	Bethel Village Limits	0	Cubic Yards	
Length:	0	Miles	0.00	
Width:	0	Feet		
Depth:	1.50	Inches		
Additional Areas:	0.0	Square Feet		
Mailboxes:	0	Each	0.00	
Driveway Aprons:	0	Each	0.00	
RPM's	n	Y or N	0.00	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	60.00
253		Full Depth Repair- 6"	Sq. Yards	5,660.00

County Roads

Road Number:	121			Notes
Road Name:	Taylor Pike(FDR)			Full Depth Repair assumed 4 feet wide
Township:	Wayne			
From:	SR 133 (south)	Feet		
To:	SR 133 (north)	0	Cubic Yards	
Length:		Miles	0.00	
Width:		Feet		
Depth:	1.50	Inches		
Additional Areas:		Square Feet		
Mailboxes:		Each	0.00	
Driveway Aprons:		Each	0.00	
RPM's		Y or N	0.00	
	Item		Units	Bid Quantity
	253	Full Depth Repair- 8"	Sq. Yards	6,985.00

Road Number:	133			Notes
Road Name:	Woodville Pike(FDR)			Full Depth Repair assumed 4 feet wide
Township:	Goshen/Wayne			
From:	SR 132	Feet		
To:	SR 727	0	Cubic Yards	
Length:		Miles	0.00	
Width:		Feet		
Depth:	1.50	Inches		
Additional Areas:		Square Feet		
Mailboxes:		Each	0.00	
Driveway Aprons:		Each	0.00	
RPM's		Y or N	0.00	
	Item		Units	Bid Quantity
	253	Full Depth Repair- 8"	Sq. Yards	4,777.00

Batavia Township

Road Number:	T2795			
Road Name:	Mallard Dr			
Township:	BAT			Curb and Gutter
From:	Old SR 32			
To:	Deadend	1811	Cubic Yards	
Length:	0.343	Miles	205.39	
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	900.0	Square Feet		
		Total	205.39	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	2825
448		Asphaltic Concrete	Cubic Yards	210
407		Tack Coat, Trackless Tack	Gallons	500
604	Storm	Manholes Adjusted (rings)	Each	8

Road Number:	T2799			
Road Name:	Pochard Dr			
Township:	BAT			Curb and Gutter
From:	Muscovy			
To:	Batavia Lakes Dr	1251 Feet	Cubic Yards	
Length:	0.237	Miles	139.04	
Width:	24	Feet		
Depth:	1.50	Inches		
		Total	139.04	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1950
448		Asphaltic Concrete	Cubic Yards	140
407		Tack Coat, Trackless Tack	Gallons	335

Batavia Township

Road Number:	T2797			
Road Name:	Muscovy Ln			
Township:	BAT			Curb and Gutter
From:	Culdesac			
To:	DeadEnd	1573 Feet	Cubic Yards	
Length:	0.298	Miles	180.01	
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	1119.0	Square Feet		
		Total	180.01	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	2450
448		Asphaltic Concrete	Cubic Yards	180
407		Tack Coat, Trackless Tack	Gallons	435
604	Storm	Manholes Adjusted (rings)	Each	4

Road Number:	T2798			
Road Name:	Canvasback Cir			
Township:	BAT			Curb and Gutter
From:	Ponchard			
To:	Muscovy	776 Feet	Cubic Yards	
Length:	0.147	Miles	88.09	
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	400.0	Square Feet		
		Total	88.09	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1210
448		Asphaltic Concrete	Cubic Yards	90
407		Tack Coat, Trackless Tack	Gallons	215
604	Storm	Manholes Adjusted (rings)	Each	2

Road Number:	T206			
Road Name:	Short Apple			
Township:	BAT			minor preleveling needed
From:	Dead End			
To:	Judd	4076 Feet	Cubic Yards	
Length:	0.772	Miles	264.20	
Width:	14	Feet		
Depth:	1.50	Inches		
Mailboxes:	22	Each	3.67	
Driveway Aprons:	33	Each	9.21	
		Total	277.07	
Item			Units	Bid Quantity
448		Asphaltic Concrete	Cubic Yards	280
407		Tack Coat, Trackless Tack	Gallons	670

Batavia Township

Road Number:	T206			
Road Name:	Apple			
Township:	BAT			Spot Preleveling required
From:	Short Apple			
To:	Chapel	7482 Feet	Cubic Yards	
Length:	1.417	Miles	625.33	
Width:	18	Feet		
Depth:	1.50	Inches		
Additional Areas:	400.0	Square Feet		
Mailboxes:	31	Each	5.17	
Driveway Aprons:	46	Each	12.84	
		Total	643.34	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	200
448		Asphaltic Concrete	Cubic Yards	650
407		Tack Coat, Trackless Tack	Gallons	1550

Road Number:	T2617			
Road Name:	Meadowood Dr			
Township:	BAT			Traffic Island no milling
From:	Amelia Olive Branch			
To:	Culdesac	1040 Feet	Cubic Yards	Curb and Gutter
Length:	0.197	Miles	120.76	
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	1120.0	Square Feet		
		Total	120.76	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1700
448		Asphaltic Concrete	Cubic Yards	125
407		Tack Coat, Trackless Tack	Gallons	290
604	Storm	Manholes Adjusted (rings)	Each	3

Road Number:	T2616			
Road Name:	Meadowlark Ln			
Township:	BAT			Curb and Gutter
From:	Shagbark			
To:	Culdesac	935 Feet	Cubic Yards	
Length:	0.177	Miles	113.56	
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	2100.0	Square Feet		
		Total	113.56	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1550
448		Asphaltic Concrete	Cubic Yards	115
407		Tack Coat, Trackless Tack	Gallons	275
604	Storm	Manholes Adjusted (rings)	Each	2

Batavia Township

Road Number:	T2618			
Road Name:	Foxdale Ct			
Township:	BAT			Curb and Gutter
From:	Meadlark			
To:	Culdesac	232 Feet	Cubic Yards	
Length:	0.044	Miles	31.83	
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	1300.0	Square Feet		
		Total	31.83	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	380
448		Asphaltic Concrete	Cubic Yards	35
407		Tack Coat, Trackless Tack	Gallons	80
604	Storm	Manholes Adjusted (rings)	Each	2

Road Number:	T2695			
Road Name:	Treeline Ct			
Township:	BAT			Curb and Gutter
From:	Meadowood			
To:	Culdesac	285 Feet	Cubic Yards	
Length:	0.054	Miles	41.40	
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	2100.0	Square Feet		
		Total	41.40	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	450
448		Asphaltic Concrete	Cubic Yards	45
407		Tack Coat, Trackless Tack	Gallons	100
642		Center Line Type	Mile	0.054

Road Number:	T2696			
Road Name:	Tanbark Ct			
Township:	BAT			Curb and Gutter
From:	Culdesac			
To:	Culdesac	618 Feet	Cubic Yards	
Length:	0.117	Miles	87.16	
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	4000.0	Square Feet		
		Total	87.16	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	965
448		Asphaltic Concrete	Cubic Yards	90
407		Tack Coat, Trackless Tack	Gallons	210
604	Storm	Manholes Adjusted (rings)	Each	2

Goshen Township

Road Number:	T2236			Notes
Road Name:	Entrance drive			millling 265' x7' = 412 sy
Township:	Goshen			
From:	Charles Snider rd.			
To:	Gingham rd.			Cubic Yards
Length:	0.05	Miles		25.76
Width:	21	Feet		
Depth:	1.50	Inches		
		Total		25.76
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	412
448		Asphaltic Concrete	Cubic Yards	27
407		Tack Coat, Trackless Tack	Gallons	65

Road Number:	T2240			Notes
Road Name:	Buckboard In.			millling 1480 x7= 1151.00 sy
Township:	Goshen			
From:	Springhouse rd.			
To:	Dead end			Cubic Yards
Length:	0.28	Miles		146.97
Width:	21	Feet		
Depth:	1.50	Inches		
Additional Areas:	700.0	Square Feet		
		Total		146.97
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1155
448		Asphaltic Concrete	Cubic Yards	150
407		Tack Coat, Trackless Tack	Gallons	355
604	Storm	Manholes Adjusted (rings)	Each	3

Road Number:	T2241			Notes
Road Name:	Silo Drive			
Township:	Goshen			
From:	Buckboard In			
To:	Dead end			Cubic Yards
Length:	0.032	Miles		16.53
Width:	21	Feet		
Depth:	1.50	Inches		
		Total		16.53
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	265
448		Asphaltic Concrete	Cubic Yards	18
407		Tack Coat, Trackless Tack	Gallons	40

Goshen Township

Road Number:	T998			Notes
Road Name:	Pin Oak dr.			
Township:	Goshen			
From:	Meadowbrook dr.			
To:	dead end			Cubic Yards
Length:	0.287	Miles		161.32
Width:	23	Feet		
Depth:	1.50	Inches		
		Total		161.32
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	2360
448		Asphaltic Concrete	Cubic Yards	165
407		Tack Coat, Trackless Tack	Gallons	390

Road Number:	T999			Notes
Road Name:	Red Oak dr.			Milling 1668' x7' = 1297 sy
Township:	Goshen			
From:	Meadowbrook dr.			
To:	dead end			Cubic Yards
Length:	0.158	Miles		92.53
Width:	23	Feet		
Depth:	1.50	Inches		
Additional Areas:	800.0	Square Feet		
		Total		92.53
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1300
448		Asphaltic Concrete	Cubic Yards	95
407		Tack Coat, Trackless Tack	Gallons	225
604	Sanitary	Manholes Adjusted (rings)	Each	1

Road Number:	T2000			Notes
Road Name:	Acorn dr.			Milling 450'x7'=350 sy
Township:	Goshen			
From:	Red Oak dr.			
To:	Dead end			Cubic Yards
Length:	0.043	Miles		29.14
Width:	23	Feet		
Depth:	1.50	Inches		
Additional Areas:	1120.0	Square Feet		
		Total		29.14
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	350
448		Asphaltic Concrete	Cubic Yards	30
407		Tack Coat, Trackless Tack	Gallons	70
604	Sanitary	Manholes Adjusted (rings)	Each	1

Goshen Township

Road Number:	T996			Notes
Road Name:	Woodland dr.			Milling 1744'x7'= 1356.44 sy
Township:	Goshen			
From:	Pin Oak dr.			
To:	Meadowbrook dr.		Cubic Yards	
Length:	0.165	Miles	92.77	
Width:	23	Feet		
Depth:	1.50	Inches		
		Total	92.77	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1360
448		Asphaltic Concrete	Cubic Yards	95
407		Tack Coat, Trackless Tack	Gallons	225

Road Number:	T997			Notes
Road Name:	Royal Oak Ct.			Milling 1054' x 7' = 824.44 sy
Township:	Goshen			
From:	Pin Oak dr.			
To:	Dead end		Cubic Yards	
Length:	0.1	Miles	60.85	
Width:	23	Feet		
Depth:	1.50	Inches		
Additional Areas:	1000.0	Square Feet		
		Total	60.85	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	825
448		Asphaltic Concrete	Cubic Yards	65
407		Tack Coat, Trackless Tack	Gallons	150
604	Sanitary	Manholes Adjusted (rings)	Each	1

Road Number:	T995			Notes
Road Name:	Lynne Haven Ct.			Milling 840' x7' = 653.33 sy
Township:	Goshen			
From:	Rolling Knoll dr.			
To:	dead end		Cubic Yards	
Length:	0.08	Miles	44.98	
Width:	23	Feet		
Depth:	1.50	Inches		
		Total	44.98	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	655
448		Asphaltic Concrete	Cubic Yards	45
407		Tack Coat, Trackless Tack	Gallons	110

Jackson Township

Road Number:	130			Notes
Road Name:	Malsbeary			
Township:	Jackson			
From:	Bucktown Road			
To:	Marathon-Edenton Road			
Length:	1.033	Miles	390.00	
Width:	14.5	Feet		
Depth:	1.50	Inches		
	Total		390.00	
Item			Units	Bid Quantity
448		Asphaltic Concrete	Cubic Yards	390
407		Tack Coat, Trackless Tack	Gallons	880

Miami Township

Road Number:					
Road Name:	Emily Dr				
Township:	MIA				
From:	Wolfpen-Pleasant Hill				
To:	Elmcris Dr				
Length:	0.329	Miles	1737 Feet		Cubic Yards
Width:	18	Feet			
Depth:	1.50	Inches			
	Total		157.52		
Item			Units	Bid Quantity	
202		Pavement removed- butt joints& curb	Sq. Yards	72	
448		Asphaltic Concrete	Cubic Yards	160	
407		Tack Coat, Trackless Tack	Gallons	380	
Special		Reclamite	Sq. Yards	3500	

Road Number:					
Road Name:	Shirl Bar Cir				
Township:	MIA				
From:	Emily Dr				
To:	Dead End				
Length:	0.137	Miles	723 Feet		Cubic Yards
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	1000.0	Square Feet			
	Total		77.40		
Item			Units	Bid Quantity	
448		Asphaltic Concrete	Cubic Yards	80	
407		Tack Coat, Trackless Tack	Gallons	190	
Special		Reclamite	Sq. Yards	1725	
604	Sanitary	Manholes Adjusted (rings)	Each	1	

Miami Township

Road Number:					
Road Name:	Richland Cr				
Township:	MIA				
From:	Emily Dr				
To:	Dead End		734 feet	Cubic Yards	
Length:	0.139	Miles		72.59	
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	1000.0	Square Feet			
Mailboxes:	13	Each		2.17	
Driveway Aprons:	13	Each		3.63	
		Total		78.38	
Item				Units	Bid Quantity
448		Asphaltic Concrete		Cubic Yards	80
407		Tack Coat, Trackless Tack		Gallons	190
Special		Reclamite		Sq. Yards	1750
604	Sanitary	Manholes Adjusted (rings)		Each	1

Road Number:					
Road Name:	Lynne Clara Dr				
Township:	MIA				
From:	Emily Dr				
To:	Dead End		750 feet	Cubic Yards	
Length:	0.142	Miles		70.58	
Width:	19	Feet			
Depth:	1.50	Inches			
Additional Areas:	1000.0	Square Feet			
Mailboxes:	12	Each		2.00	
Driveway Aprons:	12	Each		3.35	
		Total		75.93	
Item				Units	Bid Quantity
448		Asphaltic Concrete		Cubic Yards	80
407		Tack Coat, Trackless Tack		Gallons	185
Special		Reclamite		Sq. Yards	1700
604	Sanitary	Manholes Adjusted (rings)		Each	1

Road Number:					
Road Name:	Elmcrist Dr				
Township:	MIA				
From:	Emily Dr				
To:	Dead End		803 feet	Cubic Yards	
Length:	0.152	Miles		76.14	
Width:	18	Feet			
Depth:	1.50	Inches			
Additional Areas:	2000.0	Square Feet			
Mailboxes:	17	Each		2.83	
Driveway Aprons:	17	Each		4.75	
		Total		83.72	
Item				Units	Bid Quantity
448		Asphaltic Concrete		Cubic Yards	85
407		Tack Coat, Trackless Tack		Gallons	210
Special		Reclamite		Sq. Yards	1830
604	Sanitary	Manholes Adjusted (rings)		Each	2

Miami Township

Road Number:					
Road Name:	Oakwood Dr				
Township:	MIA				
From:	Elmcris Dr				
To:	Oak Leaf		1315 feet	Cubic Yards	
Length:	0.249	Miles		111.41	
Width:	18	Feet			
Depth:	1.50	Inches			
Additional Areas:	400.0	Square Feet			
Mailboxes:	21	Each		3.50	
Driveway Aprons:	21	Each		5.86	
		Total		120.77	
Item				Units	Bid Quantity
448		Asphaltic Concrete		Cubic Yards	125
407		Tack Coat, Trackless Tack		Gallons	290
Special		Reclamite		Sq. Yards	2675

Road Number:					
Road Name:	Deb-Ranal Ct				
Township:	MIA				
From:	Oakwood Dr				
To:	Dead End		475 feet	Cubic Yards	
Length:	0.09	Miles		48.17	
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	900.0	Square Feet			
Mailboxes:	8	Each		1.33	
Driveway Aprons:	8	Each		2.23	
		Total		51.73	
Item				Units	Bid Quantity
448		Asphaltic Concrete		Cubic Yards	55
407		Tack Coat, Trackless Tack		Gallons	125
Special		Reclamite		Sq. Yards	1175
604	Sanitary	Manholes Adjusted (rings)		Each	1

Road Number:					
Road Name:	Ashcraft Dr				
Township:	MIA				
From:	Oakwood Dr				
To:	Dead End		470 feet	Cubic Yards	
Length:	0.089	Miles		47.68	
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	900.0	Square Feet			
Mailboxes:	9	Each		1.50	
Driveway Aprons:	9	Each		2.51	
		Total		51.69	
Item				Units	Bid Quantity
448		Asphaltic Concrete		Cubic Yards	55
407		Tack Coat, Trackless Tack		Gallons	125
Special		Reclamite		Sq. Yards	1150
604	Sanitary	Manholes Adjusted (rings)		Each	1

Miami Township

Road Number:				
Road Name:	Oakleaf Dr(south)			
Township:	MIA			
From:	Dead End(South)			
To:	Dead End(North)			
Length:	0.132	Miles	697 feet	Cubic Yards
Width:	21	Feet		73.78
Depth:	1.50	Inches		
Additional Areas:	1300.0	Square Feet		
Mailboxes:	13	Each		2.17
Driveway Aprons:	13	Each		3.63
		Total		79.57
Item			Units	Bid Quantity
448		Asphaltic Concrete	Cubic Yards	80
407		Tack Coat, Trackless Tack	Gallons	195
Special		Reclamite	Sq. Yards	1775
604	Sanitary	Manholes Adjusted (rings)	Each	2

Road Number:				
Road Name:	Berdova Drive			
Township:	MIA			
From:	Wolfpen Pleasant Hill			
To:	Elwynn Dr			
Length:	0.116	Miles	612 feet	Cubic Yards
Width:	21	Feet		61.40
Depth:	1.50	Inches		
Additional Areas:	400.0	Square Feet		
Mailboxes:	8	Each		1.33
Driveway Aprons:	8	Each		2.23
		Total		64.97
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	170
448		Asphaltic Concrete	Cubic Yards	65
407		Tack Coat, Trackless Tack	Gallons	160
Special		Reclamite	Sq. Yards	1475
604	Sanitary	Manholes Adjusted (rings)	Each	1

Road Number:				
Road Name:	Deblin Dr(west)			Entire Road Needs 1.5" milled
Township:	MIA			
From:	Wolfpen Pleasant Hill			
To:	Stonewall Jackson Dr(at curb and gutter)			
Length:	0.534	Miles	2820 feet	Cubic Yards
Width:	22	Feet		382.90
Depth:	2.00	Inches		
Mailboxes:	60	Each		13.33
Driveway Aprons:	60	Each		22.33
		Total		418.56
Item			Units	Bid Quantity
202		Pavement Milling- 1.5"	Sq. Yards	6900
253		Full Depth Repair- 8"	Sq. Yards	475
448		Asphaltic Concrete	Cubic Yards	425
407		Tack Coat, Trackless Tack	Gallons	760
Special		Reclamite	Sq. Yards	6900

Miami Township

Road Number:				
Road Name:	Deblin Dr(East)			mill whole rd
Township:	MIA			
From:	Stonewall Jackson Dr			
To:	Buckwheat Rd	2714 feet	Cubic Yards	
Length:	0.514	Miles	253.14	
Width:	20	Feet		
Depth:	1.50	Inches		
Additional Areas:	400.0	Square Feet		
Total			253.14	
Item			Units	Bid Quantity
254		Pavement Milling- 1.5"	Sq. Yards	6075
253		Full Depth Repair- 8"	Sq. Yards	765
448		Asphaltic Concrete	Cubic Yards	255
407		Tack Coat, Trackless Tack	Gallons	610
Special		Reclamite	Sq. Yards	6100
644	thermo	24 inch stop line	LF	18
644	thermo	12 inch CROSSWALK	LF	60

Road Number:				
Road Name:	Stonewall Jackson Dr			
Township:	MIA			
From:	Deblin Dr			
To:	Dead End	1167 feet	Cubic Yards	
Length:	0.221	Miles	114.29	
Width:	20	Feet		
Depth:	1.50	Inches		
Additional Areas:	1350.0	Square Feet		
Total			114.29	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1850
448		Asphaltic Concrete	Cubic Yards	115
407		Tack Coat, Trackless Tack	Gallons	275
Special		Reclamite	Sq. Yards	2750
604	Storm	Manholes Adjusted (rings)	Each	5

Road Number:				
Road Name:	Monassas Run Rd			
Township:	MIA			
From:	Deblin Dr			
To:	Hunt Club DR	1109 feet	Cubic Yards	
Length:	0.21	Miles	102.67	
Width:	20	Feet		
Depth:	1.50	Inches		
Total			102.67	
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	1750
448		Asphaltic Concrete	Cubic Yards	105
407		Tack Coat, Trackless Tack	Gallons	250
Special		Reclamite	Sq. Yards	2500
604	Storm	Manholes Adjusted (rings)	Each	7

Miami Township

Road Number:					
Road Name:	Jeb Stuart Dr				
Township:	MIA				
From:	Deblin				
To:	Dead End		1199 feet	Cubic Yards	
Length:	0.227	Miles		117.23	
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	1350.0	Square Feet			
		Total		117.23	
Item				Units	Bid Quantity
202		Pavement removed- butt joints& curb		Sq. Yards	1900
448		Asphaltic Concrete		Cubic Yards	120
407		Tack Coat, Trackless Tack		Gallons	285
Special		Reclamite		Sq. Yards	2825
604	Storm	Manholes Adjusted (rings)		Each	1

Road Number:					
Road Name:	Patrick Henry Dr				
Township:	MIA				
From:	Deblin Dr				
To:	Dead End		1214 feet	Cubic Yards	
Length:	0.23	Miles		118.69	
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	1350.0	Square Feet			
		Total		118.69	
Item				Units	Bid Quantity
202		Pavement removed- butt joints& curb		Sq. Yards	1925
448		Asphaltic Concrete		Cubic Yards	120
407		Tack Coat, Trackless Tack		Gallons	290
Special		Reclamite		Sq. Yards	2850
604	Storm	Manholes Adjusted (rings)		Each	2

Road Number:					
Township:	MIA				
Road Name:	BlueRidge Way				
From:	Stonewall Jackson Dr				
To:	Buckwheat Rd		1948 feet	Cubic Yards	
Length:	0.369	Miles		183.18	
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	600.0	Square Feet			
		Total		183.18	
Item				Units	Bid Quantity
202		Pavement removed- butt joints& curb		Sq. Yards	3040
448		Asphaltic Concrete		Cubic Yards	185
407		Tack Coat, Trackless Tack		Gallons	440
Special		Reclamite		Sq. Yards	4400
604	Storm	Manholes Adjusted (rings)		Each	4
644	thermo	12 inch CROSSWALK		LF	40

Miami Township

Road Number:					
Road Name:	Mt Vernon Dr(North)				
Township:	MIA				
From:	150' N. of Piedmont Dr				
To:	Dead End		1362 feet	Cubic Yards	
Length:	0.258	Miles		132.38	
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	1350.0	Square Feet			
		Total		132.38	

Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	2160
448		Asphaltic Concrete	Cubic Yards	135
407		Tack Coat, Trackless Tack	Gallons	325
Special		Reclamite	Sq. Yards	325
604	Storm	Manholes Adjusted (rings)	Each	4
644	thermo	12 inch CROSSWALK	LF	80

City of Milford

Road Name:	Center Street				
Township:	Milford				
From:	Miami Ave				Mill entire surface 1.5"
To:	Lila Ave		1969 Feet	Cubic Yards	11 parking stalls at muni bldg
Length:	0.373	Miles		225.87	
Width:	20	Feet			
Depth:	1.50	Inches			
Additional Areas:	9400.0	Square Feet			speed humps to stay
Driveway Aprons:	25	Each		6.98	
		Total		232.85	

Item			Units	Bid Quantity
254		Pavement Planing	Sq. Yards	5500
448		Asphaltic Concrete	Cubic Yards	235
407		Tack Coat, Trackless Tack	Gallons	560
644	thermo	Parking lot stall marking	LF	220
644	thermo	24 inch stop line	LF	60
644	thermo	12 inch CROSSWALK	LF	160

Road Number:					
Road Name:	Cross St				
Township:	Milford				
From:	200' W. of Walnut St				Mill entire surface 1.5"
To:	Forrest Ave		539 Feet	Cubic Yards	
Length:	0.102	Miles		47.30	
Width:	16	Feet			
Depth:	1.50	Inches			
Additional Areas:	1600.0	Square Feet			
		Total		47.30	

Item			Units	Bid Quantity
254		Pavement Planing	Sq. Yards	1140
448		Asphaltic Concrete	Cubic Yards	50
407		Tack Coat, Trackless Tack	Gallons	115
644	thermo	24 inch stop line	LF	36
644	thermo	12 inch CROSSWALK	LF	120

City of Milford

Road Number:				
Road Name:	Hogan Dr			
Township:	Milford			
From:	Wallace Ave			Mill entire surface 1.5"
To:	Dead End	264 Feet	Cubic Yards	
Length:	0.05	Miles	24.15	
Width:	19	Feet		
Depth:	1.50	Inches		
Additional Areas:	200.0	Square Feet		
Driveway Aprons:	6	Each	1.68	
		Total	25.82	
Item			Units	Bid Quantity
254		Pavement Planing	Sq. Yards	580
448		Asphaltic Concrete	Cubic Yards	26
407		Tack Coat, Trackless Tack	Gallons	65
644	thermo	24 inch stop line	LF	14

Road Number:				
Road Name:	Riverside Dr(south)			Mill entire surface 1.5"
Township:	Milford			
From:	Carraige Way Park			8 parking stall, 1 handicap
To:	Belt St	1647 Feet	Cubic Yards	
Length:	0.312	Miles	161.91	
Width:	20	Feet		
Depth:	1.50	Inches		
Additional Areas:	2025.0	Square Feet		
Driveway Aprons:	31	Each	8.65	
		Total	170.56	
Item			Units	Bid Quantity
254		Pavement Planing	Sq. Yards	3660
448		Asphaltic Concrete	Cubic Yards	175
407		Tack Coat, Trackless Tack	Gallons	410
644	thermo	Parking lot stall marking (Including handicap stall)	LF	180
644	thermo	24 inch stop line	LF	48

Road Number:				
Road Name:	Riverside Dr(north)			Mill entire surface 1.5"
Township:	Milford			
From:	Dot St			
To:	Craig Ln	264 Feet	Cubic Yards	
Length:	0.05	Miles	19.56	
Width:	16	Feet		
Depth:	1.50	Inches		
Driveway Aprons:	6	Each	1.68	
		Total	21.23	
Item			Units	Bid Quantity
254		Pavement Planing	Sq. Yards	470
448		Asphaltic Concrete	Cubic Yards	22
407		Tack Coat, Trackless Tack	Gallons	55

City of Milford

Road Number:				
Road Name:	Semnilole Trail			Mill entire surface 1.5"
Township:	Milford			
From:	Mohawk Tr			
To:	Culdesac	1352 feet	Cubic Yards	
Length:	0.256	Miles	139.17	
Width:	21.5	Feet		
Depth:	1.50	Inches		
Additional Areas:	1000.0	Square Feet		
		Total	139.17	
Item			Units	Bid Quantity
254		Pavement Planing	Sq. Yards	3340
448		Asphaltic Concrete	Cubic Yards	140
407		Tack Coat, Trackless Tack	Gallons	335
644	thermo	24 inch stop line	LF	12

Road Number:				
Road Name:	Sioux Ct			Mill entire surface 1.5"
Township:	Milford			
From:	Semilole Ct			
To:	Culdesac	264 feet	Cubic Yards	
Length:	0.05	Miles	30.91	
Width:	21.5	Feet		
Depth:	1.50	Inches		
Additional Areas:	1000.0	Square Feet		
		Total	30.91	
Item			Units	Bid Quantity
254		Pavement Planing	Sq. Yards	900
448		Asphaltic Concrete	Cubic Yards	31
407		Tack Coat, Trackless Tack	Gallons	75
644	thermo	24 inch stop line	LF	12

Pierce Township

Road Number:	143			
Road Name:	Wagner Road			
Township:	Pierce			
From:	3340 Wagner Road			
To:	South of 3346 Wagner Road	1579 Feet	Cubic Yards	
Length:	0.299	Miles	140.00	
Width:	18	Feet		
Depth:	1.50	Inches + pre-leveling		
		Total	140.00	
Item			Units	Bid Quantity
202		Pavement removed-butt joints & curbs	Sq. Yards	20
448		Asphaltic Concrete	Cubic Yards	140
407		Tack Coat, Trackless Tack	Gallons	316
642		Cente Line Type 1A	Miles	0.299

Pierce Township

Road Number:	2488			
Road Name:	Turnberry Drive			
Township:	Pierce			
From:	Merwin Ten Mile			
To:	Royal Troon Subdivision	1779 Feet	Cubic Yards	
Length:	0.337	Miles	198.00	
Width:	24	Feet		
Depth:	1.50	Inches		
		Total	198.00	

Item		Units	Bid Quantity
202	Pavement removed-butt joints & curbs	Sq. Yards	14424
253	Full Depth Repair - 8"	Sq. Yards	170
448	Asphaltic Concrete	Cubic Yards	198
407	Tack Coat, Trackless Tack	Gallons	474
604	Sanitary Manholes adjusted (rings)	Each	7

Road Number:	177			
Road Name:	Cole Road			
Township:	Pierce			
From:	Merwin Ten Mile			
To:	3290 Cole Road	813 feet	Cubic Yards	
Length:	0.154	Miles	90.00	
Width:	18	Feet		
Depth:	2.00	Inches (Paver Patch)		
		Total	90.00	

Item		Units	Bid Quantity
448	Asphaltic Concrete	Cubic Yards	90
407	Tack Coat, Trackless Tack	Gallons	163

Stonelick Township

Road Number:	T276			
Road Name:	Baas			
Township:	Stonelick	6,600 Feet		needs preleveled
From:	SR 131			
To:	500' East of Address #2221		Cubic Yards	
Length:	1.25	Miles	488.89	
Width:	16	Feet		
Depth:	1.50	Inches		
Mailboxes:	40	Each	6.67	
Driveway Aprons:	63	Each	17.59	
		Total	513.14	

Item		Units	Bid Quantity
448	Asphaltic Concrete	Cubic Yards	515
407	Tack Coat, Trackless Tack	Gallons	1235
642	Edge Line Type	Mile	2.5

Union Township

Road Number:	2177			
Road Name:	Lexington Green dr.			needs preleveled
Township:	Union			
From:	Glen este-Withamsville rd.			Sami coat 2774 sy
To:	Massachusetts dr.			Cubic Yards
Length:	0.197	Miles		115.57
Width:	24	Feet		
Depth:	1.50	Inches		
		Total		115.57
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	47
253		Full Depth Repair- 8"	Sq. Yards	450
448		Asphaltic Concrete	Cubic Yards	120
407		Tack Coat, Trackless Tack	Gallons	280
Special		Chip Seal & Polymer Binder (SAMI T1)	SY	2775
644	thermo	24 inch stop line	LF	14

Road Number:	2179			
Road Name:	Massachusetts dr.			needs preleveled
Township:	Union			
From:	dead end			Sami coat 4568 sy
To:	dead end			Cubic Yards
Length:	0.313	Miles		190.29
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	1440.0	Square Feet		0.00
		Total		190.29
Item			Units	Bid Quantity
253		Full Depth Repair- 8"	Sq. Yards	450
448		Asphaltic Concrete	Cubic Yards	195
407		Tack Coat, Trackless Tack	Gallons	460
Special		Chip Seal & Polymer Binder (SAMI T1)	SY	4570
604	Sanitary	Manholes Adjusted (rings)	Each	3

Road Number:	2180			
Road Name:	Minute Man dr.			needs preleveled
Township:	Union			
From:	Massachusetts dr.			Sami Coat 1795 sy
To:	dead end			Cubic Yards
Length:	0.127	Miles		74.51
Width:	24	Feet		
Depth:	1.50	Inches		
		Total		74.51
Item			Units	Bid Quantity
448		Asphaltic Concrete	Cubic Yards	75
407		Tack Coat, Trackless Tack	Gallons	180
Special		Chip Seal & Polymer Binder (SAMI T1)	SY	1800
604	Sanitary	Manholes Adjusted (rings)	Each	1

Union Township

Road Number:	2178			
Road Name:	Red Coat dr.			needs preleveled
Township:	Union			Sami Coat 757 sy
From:	Massachusetts dr.			
To:	dead end			Cubic Yards
Length:	0.049	Miles		31.52
Width:	24	Feet		
Depth:	1.50	Inches		
Additional Areas:	600.0	Square Feet		
		Total		31.52
Item			Units	Bid Quantity
448		Asphaltic Concrete	Cubic Yards	35
407		Tack Coat, Trackless Tack	Gallons	80
Special		Chip Seal & Polymer Binder (SAMI T1)	SY	800
604	Sanitary	Manholes Adjusted (rings)	Each	1

Road Number:	570			
Road Name:	Dogwood Dr			needs preleveled
Township:	Union			Widening at McGuffey Lakes transition
From:	Old SR 74			
To:	McGuffey In.			Cubic Yards
Length:	0.67	Miles		336.54
Width:	20	Feet		Sami Coat 8078 sy
Depth:	1.50	Inches		Old style mh castings
Additional Areas:	1940.0	Square Feet		
Mailboxes:	30	Each		5.00
Driveway Aprons:	34	Each		9.49
		Total		351.03
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	35
253		Full Depth Repair- 8"	Sq. Yards	535
448		Asphaltic Concrete	Cubic Yards	355
407		Tack Coat, Trackless Tack	Gallons	845
Special		Chip Seal & Polymer Binder (SAMI T1)	SY	8080
604	Sanitary	Manholes Adjusted (rings)	Each	1
604	Sanitary	Manholes Adjusted (manually)	Each	4
644	thermo	24 inch stop line	LF	12

Road Number:	591			
Road Name:	Eva Ln.			Needs preleveled
Township:	Union			Sami Coat 5907 sy
From:	School house rd.			
To:	Dead end			Cubic Yards
Length:	0.53	Miles		246.16
Width:	19	Feet		
Depth:	1.50	Inches		
Mailboxes:	25	Each		4.17
Driveway Aprons:	30	Each		8.38
		Total		258.70
Item			Units	Bid Quantity
202		Pavement removed- butt joints& curb	Sq. Yards	35
253		Full Depth Repair- 8"	Sq. Yards	535
448		Asphaltic Concrete	Cubic Yards	260
407		Tack Coat, Trackless Tack	Gallons	625
Special		Chip Seal & Polymer Binder (SAMI T1)	SY	5910
644	thermo	24 inch stop line	LF	36

Union Township

Road Number:	580				
Road Name:	Pearl In.				
Township:	Union				needs preleveled
From:	Eva In.				Sami Coat 2551 sy
To:	dead end			Cubic Yards	
Length:	0.253	Miles		106.28	
Width:	16.25	Feet			
Depth:	1.50	Inches			
Additional Areas:	1250.0	Square Feet			
Mailboxes:	14	Each		2.33	
Driveway Aprons:	15	Each		4.19	
		Total		112.81	
Item				Units	Bid Quantity
253		Full Depth Repair- 8"		Sq. Yards	100
448		Asphaltic Concrete		Cubic Yards	115
407		Tack Coat, Trackless Tack		Gallons	275
Special		Chip Seal & Polymer Binder (SAMI T1)		SY	2560

Wayne Township

Road Name:	Leuders				
Township:	Wayne				
From:	SR 133				
To:	Marathon Edenton		6912 Feet	Cubic Yards	
Length:	1.309	Miles		413.32	
Width:	15	Feet			
Depth:	1.25	Inches			
Additional Areas:	3460.0	Square Feet			
Mailboxes:	16	Each		2.22	
Driveway Aprons:	28	Each		6.51	
		Total		422.06	
Item				Units	Bid Quantity
202		Pavement removed- butt joints& curb		Sq. Yards	100
448		Asphaltic Concrete		Cubic Yards	425
407		Tack Coat, Trackless Tack		Gallons	1225
642		Edge Line Type		Mile	2.618
642		Center Line Type		Mile	1.309

Notes
Butt joint at each end and at Bishop Rd

Road Name:	Lair Rd				
Township:	Wayne				
From:	SR 727				
To:	Shiloh		5159 Feet	Cubic Yards	
Length:	0.977	Miles		228.15	
Width:	14	Feet			
Depth:	1.00	Inches			
Additional Areas:	1700.0	Square Feet			
Mailboxes:	12	Each		1.33	
Driveway Aprons:	16	Each		2.98	
		Total		232.46	
Item				Units	Bid Quantity
202		Pavement removed- butt joints& curb		Sq. Yards	55
448		Asphaltic Concrete		Cubic Yards	235
407		Tack Coat, Trackless Tack		Gallons	840

Notes
butt joint at each end

SECTION V=

Affidavits

AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE OHIO REVISED CODE

CLERMONT COUNTY, OHIO

PROJECT NO. RS-07-12, 2012 ROAD RESURFACING PROGRAM

(PLEASE TYPE OR PRINT NAME OF FIRM)

(AGENT/OWNER FOR FIRM)

personally appeared before me, the undersigned, a Bidder in competitive bidding for a Construction Contract to be let by the County of Clermont, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Clermont County, Ohio:

- (1) That the above mentioned firm and its owner/agent at the time of making his/her Bid (Proposal) on the aforementioned Contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County, Ohio.
- (2) That this statement is made in compliance with Section 5719.042 of the Ohio Revised Code to be incorporated into the Contract between the parties as provided in Section 5719.042 of the Ohio Revised Code.
- (3) That pursuant to §9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in §9.24 ORC.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____, day of _____, 2012.

(NOTARY PUBLIC)

My Commission expires on _____, _____.

(SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

CLERMONT COUNTY, OHIO

PROJECT NO. RS-07-12, 2012 ROAD RESURFACING PROGRAM

(PLEASE TYPE OR PRINT FULL NAME) (TITLE/POSITION)

being duly sworn, do depose and say the following:

1. He/She is _____, _____;
(OWNER/AGENT) (TITLE/POSITION)

the bidder that has submitted the attached Bid or Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid (Proposal);

3. Such Bid (Proposal) is genuine and is not a collusive or sham Bid (Proposal);

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid (Proposal) in connection with the Contract for which the attached Bid (Proposal) has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid Price or Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Board of Clermont County Commissioners or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid (Proposal) are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the Part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____, day of _____, 2012.

(NOTARY PUBLIC)

My Commission expires on _____, _____.

(SEAL)

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol

- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE X	DATE
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SECTION V4

Prevailing Wage Rates

SECTION VI

**Contract No. RS-07-12
2012 ROAD RESURFACING PROGRAM**

CONTRACT NO. RS-07-12

PROJECT NO. RS-07-12

2012 ROAD RESURFACING PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____ in the year Two Thousand and Twelve, by and between the Board of Clermont County Commissioners, Clermont County, Ohio, hereafter designated as the Board, and _____, hereinafter designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these presents does agree with the Board for the consideration hereinbelow mentioned, to furnish at Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete in good, firm and timely substantial manner the following project in accordance with the surveys, plats, plans, cross-sections and profiles and specifications on file in the office of the said Board of County Commissioners and in accordance with the specifications and conditions hereinbefore and hereinafter set forth, all of which are made a part hereof as if totally rewritten herein:

PROJECT NO. RS-07-12, 2012 ROAD RESURFACING PROGRAM

The project includes the furnishing of all labor, equipment, and materials needed to construct Project No. RS-07-12: 2012 ROAD RESURFACING PROGRAM.

The provisions contained in the "Notice to Contractors," the "General Instructions," the "Bid Proposal," the "General Provisions," and the "Special Provisions" as well as in the surveys, plats, cross-sections, profiles, and other associated plans for this work on file in the offices of the Board of Clermont County Commissioners, are also hereby combined, and incorporated by reference thereto, as part of this agreement.

The Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission of Ohio, promptly when due, or elect to pay compensation direct and contribute to the surplus of the fund as provided by law. The Contractor and his Surety agree to indemnify Clermont County against liability and loss by reason of the breach of the obligation of this paragraph and agree that it shall run to the benefit of the Industrial Commission of Ohio and the State Insurance Fund for the recovery of premiums that should have been paid. All of the foregoing provisions of this paragraph shall be equally binding upon each sub-contractor whose performance thereof is warranted by the Contractor who employs such sub-contractor. The Board of Clermont County Commissioners, Clermont County may require of the Contractor, as a condition of permitting the beginning or continuance of work, a Certificate of Compliance with the paragraph issued by the Industrial Commission of Ohio.

In consideration whereof, the Board hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, or lump sum, as stated in the proposal, the sum of approximately:

TOTAL AMOUNT: \$

IN WITNESS WHEREOF, the said Board of Commissioners, Clermont County, Ohio, has caused its name to be signed and the corporate seal to be hereto affixed by the Board of Clermont County Commissioners and the Contractor, the day and the year aforesaid.

CONTRACTOR

**BOARD OF COUNTY COMMISSIONER,
CLERMONT COUNTY, OHIO**

(COMPANY/CORPORATION NAME)

(SIGNATURE)

(SIGNATURE OF OWNER/AGENT)

(SIGNATURE)

(TITLE/POSITION)

(SIGNATURE)

(SEAL)

(SEAL)

APPROVED AS TO FORM:

*Office of the Prosecuting Attorney
Clermont County, Ohio*

Date

PURCHASE ORDER NO. See Attached