



# BOARD OF COUNTY COMMISSIONERS

## WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

[www.co.warren.oh.us](http://www.co.warren.oh.us)

[commissioners@co.warren.oh.us](mailto:commissioners@co.warren.oh.us)

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN**

**SHANNON JONES**

**DAVID G. YOUNG**

ENTER INTO CONTRACT WITH JOHN R. JURGENSEN FOR THE 2019 RESURFACING PROJECT

WHEREAS, pursuant to Resolution #19-0647, adopted May 28, 2019, this Board approved a Notice of Intent to Award Contract for the 2019 Resurfacing Project to John R. Jurgensen., for a total contract price of \$4,565,968.25 The Warren County Engineer's portion of the total bid price is \$2,175,747.25. The remainder portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with John R. Jurgensen, for said project, for a total contract price of \$4,565,968.25. The Warren County Engineer's portion of the total bid price is \$2,175,747.25. The remainder portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 11<sup>th</sup> day of June 2019.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

KH\

cc: c/a—John R. Jurgensen  
Engineer (file)  
OMB Bid file



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Facsimile (513) 695-2054

**TOM GROSSMANN**

**SHANNON JONES**

**DAVID G. YOUNG**

### APPROVE NOTICE OF INTENT TO AWARD BID TO JOHN R. JURGENSEN CO. FOR THE 2019 RESURFACING PROJECT

WHEREAS, bids were closed at 9:20 a.m., May 14, 2019, and the bids received were opened and read aloud for the 2019 Resurfacing Project and the results are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, John R. Jurgensen Co. has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to John R. Jurgensen Co., 11641 Mosteller Road, Cincinnati, Ohio, for a total contract price of \$4,565,968.25. The Warren County Engineer's portion of the total bid price is \$2,175,747.25. The remainder portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet.

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

KH\

cc: Engineer (file)  
OMB Bid file



# **BOARD OF COUNTY COMMISSIONERS**

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*Facsimile (513) 695-2054*

***TOM GROSSMANN***

***SHANNON JONES***

***DAVID G. YOUNG***

### **BID OPENING**

**May 14, 2019**

### **BID OPENING – 2019 RESURFACING PROJECT**

Bids were closed at 9:20 a.m. this 14<sup>th</sup> day of May and the following bids were received, opened and read aloud for the 2019 Resurfacing Project for the Warren County Engineer's Office:

Barrett Paving Materials, Inc.	\$ 4,869,320.95
John R. Jurgensen Company	\$ 4,565,968.25

Chad Harville, Warren County Project Technician will review bids for a recommendation at a later date.

cc: Bid File

OMB

Engineers (file)

**PLAN HOLDERS LIST**

**2019 Resurfacing Project**

**Individuals or companies can be added to the plan holders list by contacting Kiana Hawk at [kiana.hawk@co.warren.oh.us](mailto:kiana.hawk@co.warren.oh.us)**

<b>Name</b>	<b>Company</b>	<b>Phone Number</b>	<b>E-mail Address</b>
Chad Baker	Barrett Paving Materials, Inc.	513.422.5662	Chad.baker@barrettpaving.com
Lois Wittekind	Allied Construction Industries	513.221.8020	lwittekind@aci-construction.org
Doug James	John R. Jurgensen Company	513.326.6780	Doug.james@jrjnet.com
Tyler Holden	Rack and Ballauer Excavating Co. Inc.	513.200.3432	Holden.tyler@gmail.com

***BID/CONTRACT DOCUMENTS  
2019 RESURFACING PROJECT  
ON BEHALF OF  
NEIL F. TUNISON  
WARREN COUNTY ENGINEER***

**WARREN COUNTY BOARD OF COMMISSIONERS  
406 JUSTICE DRIVE  
LEBANON, OHIO 45036  
(513) 695-1250**

**BID PROPOSAL  
2019 RESURFACING PROJECT**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
<b>2019 Roads</b>					
253	Pavement Repair	8,210	SY		
253	Pavement Repair with Surface Course, As Per Proposal	80	SY		
254	Pavement Planing	90,019	SY		
301	Asphalt Concrete Base (301-M)	5,543	Ton		
441	Asphalt Concrete Intermediate Course, Type 1, (448)	11,020	Ton		
441	Asphalt Concrete Surface Course, Type 1, (448), PG 64-22	44,746	Ton		
614	Work Zone Center Line, Class I	3.56	Mile		
621	Raised Pavement Marker Removed	4	Each		
642	Center Line, Type 1	29.13	Mile		
642	Edge Line, 4 Inch, Type 1	65.65	Mile		
642	Stop Line, Type 1	735	FT		
642	Channelizing Line, Type 1	900	FT		
642	Transverse Line, Type 1	325	FT		
642	Crosswalk Line, Type 1	108	FT		
642	Railroad Crossing, Type 1	2	Each		
642	Lane Arrow, Type 1	5	Each		
642	96" School Symbol	1	Each		
				<b>Sub-Total =</b>	
<b>2019 Warren County Bridges</b>					
<b>Cozaddale-Murdoch Road Bridge #26.235</b>					
441	Asphalt Concrete Surface Course, Type 1, (448), PG 64-22	25	Ton		
624	Mobilization	1	Lump		
				<b>Sub-Total =</b>	
<b>Corwin Road Bridge #47-2.25</b>					
441	Asphalt Concrete Surface Course, Type 1, (448), PG 64-22	20	Ton		
624	Mobilization	1	Lump		
				<b>Sub-Total =</b>	
				<b>Total Bid Price =</b>	

**BID PROPOSAL-cont.**

Proposal for the 2019 Resurfacing Project. The project shall be as per plans and specifications as provided by the Warren County Engineer.

The undersigned do hereby propose to furnish all labor, material, tools, equipment, etc., necessary to complete the paving on roads located in Warren County, Ohio.

**TOTAL BID PRICE \$** \_\_\_\_\_

The above quotations to be in full force and effect for sixty (60) days after the date of opening bids. The contract will be awarded to the best and most responsive bid based on the qualifications of the Contractor and the total price of the **TOTAL BID PRICE**. The full name and address of all persons and parties interested in the foregoing bids as principals are as follows:

**SIGNED**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

**EXCEPTION SHEET**

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_



**BIDDER IDENTIFICATION**

ATTENTION BIDDER:

Please fill out this form and submit with your bid.

COMPANY NAME:

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CHIEF EXECUTIVE OFFICER:

---

ADDRESS:

---

---

PHONE NUMBER:

---

FAX NUMBER:

---

PROJECT CONTACT PERSON:

---

PHONE NUMBER:

---

E-MAIL ADDRESS:

---

FEDERAL ID #:

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WEBSITE ADDRESS:

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Proposal Price (Bid) Sheet  
Exception Sheet  
Bidder Identification

- A) Invitation to Bidders  
Directions to Warren County Administration Building
- B) General Instructions to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bond & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Non-Discrimination and Equal Employment Opportunity Requirements and Affidavit
- K) Findings for Recovery Affidavit
- L) Wage Rate Determination
- M) Special Provisions/Technical Specifications

## INVITATION TO BIDDERS

Separate sealed bids for the 2019 Resurfacing Project will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 9:20 a.m., May 14, 2019, and then at said time publicly opened and read aloud.

Bid documents and specifications are available online at the Warren County's Website at <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Chad Harville, Project Technician, at the Warren County Engineer's Office, at (513) 695-7727. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

This notice is posted on the Warren County Government internet site. The Warren County Government Web Site can be accessed by logging onto the internet and typing in the following address <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. To access bid project information, under the "Your Government" heading click on the "Board of Commissioners" tab, then click on the "Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Commissioners (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

**Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Kiana Hawk in the Commissioners Office at [kiana.hawk@co.warren.oh.us](mailto:kiana.hawk@co.warren.oh.us) with your contact information.**

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashiers check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

**OR**

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

All bids shall be sealed and plainly marked "**Bid Opening – 2019 Resurfacing Project, May 14, 2019 @ 9:20 a.m.**"

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

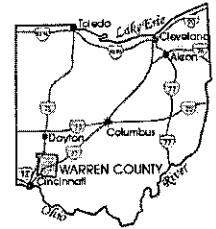
By order of the Board of County Commissioner, County of Warren, State of Ohio.

\_\_\_\_\_  
Tina Osborne, Clerk



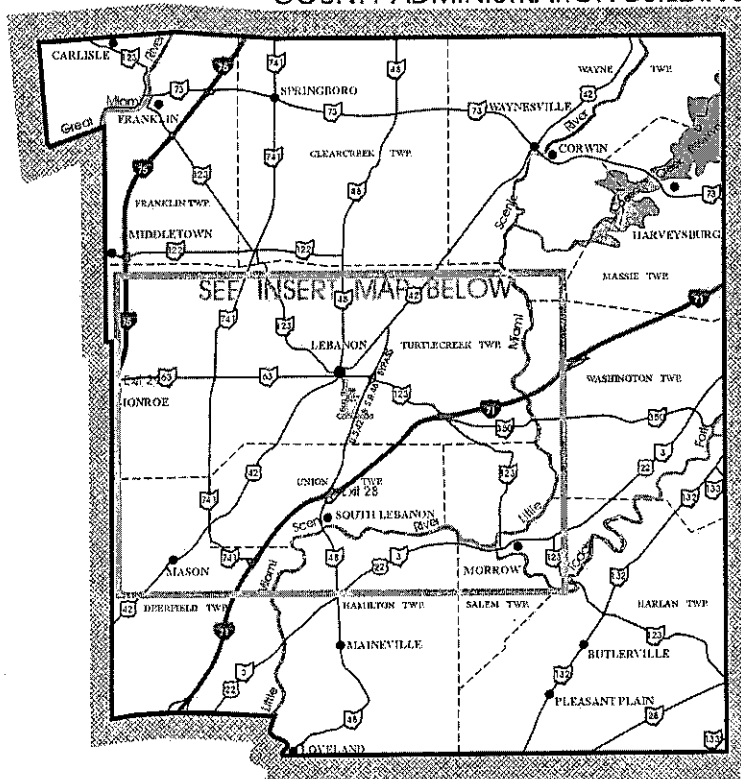
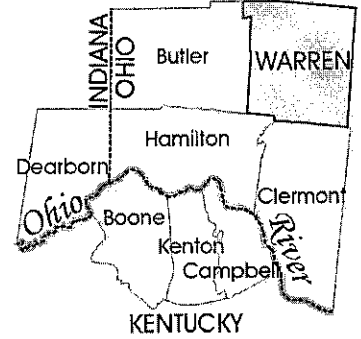
# DIRECTIONS FROM INTERSTATE HIGHWAYS 71 & 75 TO WARREN COUNTY, OHIO

COUNTY ADMINISTRATION BUILDING



Ohio - Kentucky - Indiana  
Regional Council of Governments

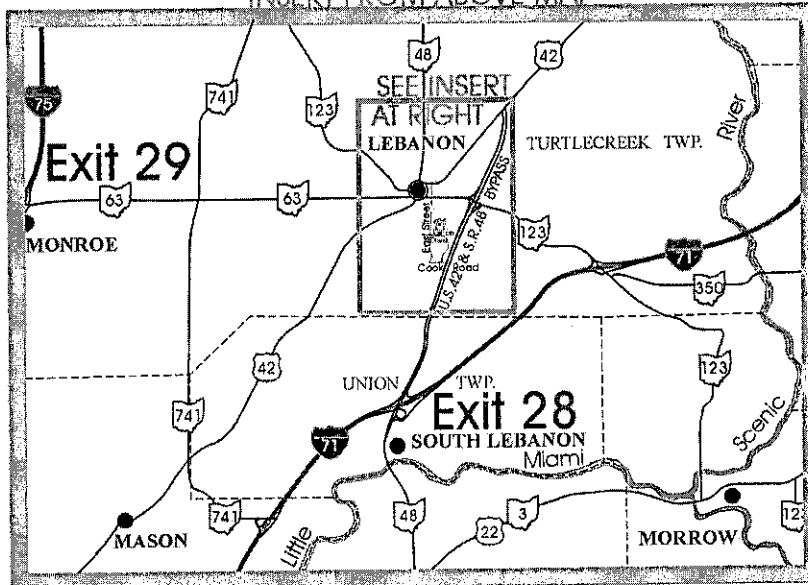
TRI-STATE REGION COUNTIES



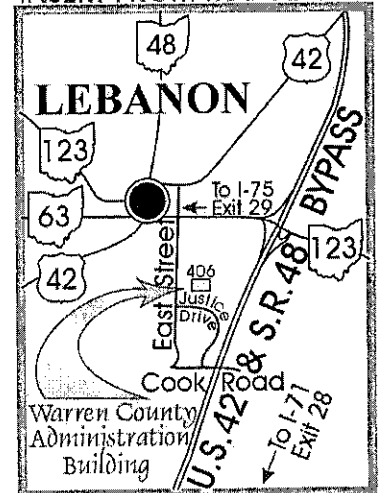
- FROM INTERSTATE 75:**
- Take Monroe / Lebanon Exit 29.
  - Head East on S. R. 63 into Lebanon.
  - Turn right onto East Street.
  - Turn left onto Justice Drive.
  - Turn left into parking lot.
  - At first driveway on left.

- FROM INTERSTATE 71:**
- Take Lebanon / South Lebanon Exit 28.
  - Head North on U. S. 42 / S. R. 48 Bypass.
  - Turn left onto Cook Road at traffic light.
  - Turn at first right onto Justice Drive.
  - Turn right at first street on right.
  - Then left into parking lot at first left.

INSERT FROM ABOVE MAP



INSERT FROM MAP AT LEFT



Map Prepared By: Warren County Regional Planning Commission

## GENERAL INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Warren County Board of Commissioners until 9:20 a.m., May 14, 2019, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036. Bids shall be submitted in a sealed envelope clearly marked "**Bid Opening – 2019 Resurfacing Project, May 14, 2019 @ 9:20 a.m.**"

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **Withdraw of Bid:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.
3. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.
4. **Method of Bidding:** The Owner invites the following bid(s):

### **2019 RESURFACING PROJECT**

Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the construction described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest and best bidder;

- c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
- d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
- e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.
- f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
- g. The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
5. **Qualification of Bidder:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; conditional bids will not be accepted.
6. **Bid Security:** Each bid must be accompanied by cash, certified check of the bidder, letter of credit equal to ten (10) percent of the bid, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
7. **Liquidated Damages for Failure to Enter into Contract:** Submission of a bid shall be a representation by the Contractor that it has fully reviewed and is familiar with the Contract and all contract documents as defined in the contract and will execute the contract if awarded the bid. The successful bidder, upon his/her failure or refusal to execute and deliver the Contract (attached hereto) and required bonds within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **Time of Completion and Liquidated Damages:** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by August 23, 2019. The completion date may be extended in the event of adverse weather conditions. Bidder must agree also to pay as liquidated damaged the sum of \$900.00 for each consecutive calendar day thereafter.
9. **NO DAMAGE FOR DELAY:** No payment, compensation or adjustment of any kind shall be made to the contract price for damages incurred by the contractor because of hindrances or delays in the progress of the work from any cause that is not proximately caused by the Owner's action or failure to act. Whether such hindrances or delays are avoidable or unavoidable, the contractor agrees that he or she will make no claim for compensation, damages or mitigation of liquidated damages for any such delays. Examples of delays include (but are in no manner

limited to) obtaining all necessary permission from any government agency or any private party, any act or failure to act by any other contractor, subcontractor and/or supplier, all foreseen and unforeseen events and any conditions or acts of God. It is understood and agreed that the contractor assumes all risks of delays in prosecuting or completing the work under the contract that are not proximately caused by the Owner's action or failure to act. The contractor will accept in full satisfaction for such delays, an extension of time, if any, agreed to by the Owner.

10. **Conditions of Work:** Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor.
11. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to: Chad Harville, Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio, 45036, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
12. **Security for Faithful Performance:** Simultaneously with the delivery of the executed Contract, the Contractor shall furnish payment and performance bonds as security for faithful performance of this contract and for the payment of all subcontracts, suppliers and laborers performing labor on the project under the Contract and furnishing materials in connection with the Contract.  
  
The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.
13. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
14. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
15. **Method of Award - Lowest Qualified Bidder:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
16. **Obligation of Bidder:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

17. **Safety Standards and Accident Prevention:** With respect to all work performed under this contract, the Contractor shall:
- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.
  - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - c. 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 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.
18. **Examination of Site:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
19. **Soil Conditions:** Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition. The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.
20. **Water Supply:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.
21. **Working Facilities:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
22. **Permits:** The Contractor shall take out all necessary permits from the proper authorities, and shall give all notices required by law or ordinance. The charge or fee for any permit issued by the proper authority shall be borne by the contractor.
23. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an



individual, use the terms "doing business as", or "sole owner." The bidder shall further state in his/her proposal the name and address of each person or corporation interested therein.

24. **Right to Accept or Reject Proposals:** The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
25. **Non-Collusion Affidavit:** The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents (Section C). This affidavit shall be dated and executed as part of this bid.
26. **EEO Compliance:** Bidders please see Section J for EEO Compliance Requirements and Affidavit.
27. **Prevailing Wage Rates:** This Project is subject to Prevailing Wage Requirements. In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Act. A copy of these prevailing wage rates has been included in these specifications as Exhibit L. Every Contractor and Subcontractor who is subject to Ohio Revised Code, Chapter 4115 shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Prevailing Wage Coordinator for the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the Prevailing Wage Coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

In case the Owner orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any Subcontractor under this contract to employ a person not herein specified, the Owner will include in the contract change order for such extra or additional work, a minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid to each employee engaged in work of such trade or occupation, not less than the wage so included. Insofar as possible, local labor shall be employed on this work.

28. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization, No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
29. **Required Insurance:** In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his/her own cost and expense purchase and maintaining in force until final acceptance of his/her work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, **but shall specifically refer to this Contract** and shall name the Board of Warren County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item D) and Property Damages (Item E) shall at this time be delivered to the Owner for its possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B – Comprehensive General Liability Insurance: In an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and \$500,000 for explosion underground and collapse, commonly known as “XCU.” The following endorsement documents provided by Warren County:

- a. CG 20 10 10 01 – additional insured endorsement (or equivalent)
- b. CG 20 37 10 01 – additional insured endorsement (or equivalent)
- c. CG 25 03 03 97 – designated location aggregate (or equivalent)

General Liability needs to be written on Primary/Non-contributory basis for the benefit of the additional insured.

Item C – Umbrella: In an amount not less than \$1,000,000 occurrence and \$1,000,000 aggregate. Umbrella needs to attach to General Liability, Employers Liability, Auto Liability. Umbrella needs to be written on follow-form primary.

Item D - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item E - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item F - (If Applicable) - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, and F shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item F (if applicable) shall be in an amount and form as each railroad or utility company may require.

Builders Risk Insurance: All Risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be the full value of construction.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER Insurance Agency Name & Address	CONTACT NAME: Insurance Agent Contact PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: Insurance Company A INSURER B: Insurance Company B INSURER C: Insurance Company C INSURER D: Insurance Company D INSURER E: Insurance Company E INSURER F: Insurance Company F
INSURED Contractors Name & Address	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (M/M/DD/YYYY)	POLICY EXP (M/M/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X	X	POLICY #	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			POLICY #	EFF DATE	EXP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____			POLICY #	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ _____ PER STATUTE _____ OTH-ER _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Board of Warren County Commissions are listed as additional insureds with respects to the General Liability for ongoing and completed operations as per attached CG 2010 10/01 and CG 2037 10/01. General Liability is primary and non-contributory for the benefit of the additional insured. Waiver of subrogation applies to the General Liability.

<b>CERTIFICATE HOLDER</b> Board of Warren County Commissioners 406 Justice Drive Lebanon, OH 45036	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE _____  INSURANCE AGENTS SIGNATURE _____
---	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Board of Warren County Commissioners  
406 Justice Drive, Lebanon, OH 45036

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b> Board of Warren County Commissioners 406 Justice Drive Lebanon, OH 45036
<b>Location And Description of Completed Operations:</b>
<b>Additional Premium:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

30. **Maintenance of Rights-Of-Way:** All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and Owner prior to any work beginning on the affected property.
31. **Lights, Signs and Barricades:** Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract and shall be the sole responsibility of the Contractor.

32. **Foreign Corporation and Contractors:**

*Foreign Corporations*

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio: and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

33. **Subcontracts:** Contractor shall provide an explanation as part of its bid package of all subcontractors intended to be used in performance of the work described in Part II, Section D. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, the Contract, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.
34. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section I) and submit with your bid. *This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.*
35. **Description of Project:**

See Section M

36. **Scope of Work:** Provide all work as required by Contract and described in the Specifications herein (Section M) as necessary to provide for project completion.

37. **Required Forms:** Each Bidder shall complete and submit the following forms with his/her bid:

Proposal Price (Bid) Sheet  
Exception Sheet  
Bidder Identification  
Non-Collusion Affidavit  
Bid Guaranty & Contract Bond  
Experience Statement



Affidavit of Non-Delinquency of Taxes  
Certificate of Compliance Non-Discrimination and Equal Employment Opportunity Affidavit  
Findings for Recovery Affidavit

38. The successful Contractor may be required, at the request of the Owner, to submit a list of sub-contractors and suppliers for said project.
39. **Additional Obligations Upon Contact Award:** Upon award of the bid but prior to execution of the Contract and Notice to Proceed, the Contractor shall submit all of the following documents, completed as required:
  - 1) Contract
  - 2) Required Bonds
  - 3) Payment Draw Schedule (Required for Projects of \$500,000 or more)
  - 4) Certificates of Insurance
40. *Entire bid packet must be completed (except contract – Section F) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.*
41. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**

**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
\_\_\_\_\_

BID Identification \_\_\_\_\_

CONTRACTOR \_\_\_\_\_, being first duly sworn, deposes and says that he/she is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from Bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statement contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his/her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons who have a partnership or other financial interest with said BIDDER in his/her general business.

Signed:

\_\_\_\_\_  
Subscribed and sworn to before  
me this \_\_\_ day of \_\_\_\_\_, 2019.

Seal of Notary  
\_\_\_\_\_

**BID GUARANTY AND CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,**

\_\_\_\_\_

(Insert full name or legal title of Contractor and Address)

as Principal and \_\_\_\_\_

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as:

**2019 RESURFACING PROJECT**

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 this item 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 of 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 lowest 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 null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and 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 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 claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**THE SAID** surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its 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 \_\_\_\_\_ 2019.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact

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

Surety Agent's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership or Individual)

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY, OHIO BOARD OF COMMISSIONERS  
406 Justice Drive  
Lebanon, OH 45036

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period(s), and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT:** Pursuant to Ohio Revised Code §122.87(A) a surety company is defined as, “. . . a company that is authorized by the department of insurance to issue bonds as a surety”.

## CONTRACT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **ENTER CONTRACTOR NAME AND ADDRESS HERE**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

### 2019 RESURFACING PROJECT

hereinafter called the project, for the sum of \$**ENTER AMOUNT AND WRITE IT OUT HERE**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by August 23, 2019. The Contractor further agrees to pay, as liquidated damages, the sum of \$900.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b)

the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

\_\_\_\_\_  
Shannon Jones, President

ATTEST:

\_\_\_\_\_  
David G. Young

\_\_\_\_\_  
Name

\_\_\_\_\_  
Tom Grossmann

(Seal)

ATTEST:

**ENTER CONTRACTOR NAME HERE**  
(Contractor)

By:

\_\_\_\_\_  
Name and Title  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant Prosecutor



## BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. **A bid guaranty from each bidder.** The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. **A performance bond on the part of the Contractor for 100 percent of the contract price.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**EXPERIENCE STATEMENT**

The Bidder is required to state in detail in the space provided below, what work he/she has done of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge of his/her responsibility, experience, skill and financial standing. Among other things, this statement shall include the following:

A record of similar work performed and evidence to the effect:

- (1) That the Bidder maintains a permanent place of business;
- (2) Has adequate facilities and equipment available for the work under the proposed contract;
- (3) That the Bidder has suitable financial means to meet obligations incidental to the work;
- (4) That the Bidder has appropriate technical experience and possesses sufficient skill and experience.

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*SECTION I*

*AFFIDAVIT OF NON-DELINQUENCY OF REAL  
AND/OR PERSONAL PROPERTY TAX*



*SECTION J*

*EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS,  
BID CONDITIONS AND  
NON-DISCRIMINATION AND EQUAL  
EMPLOYMENT OPPORTUNITY AFFIDAVIT*

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS  
AND BID CONDITIONS FOR  
WARREN COUNTY CONSTRUCTION PROJECTS**

**CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:** (This section applies only to projects that are funded with Federal and State monies)

All bidders on the project **shall** submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response? \_\_\_\_\_ Yes \_\_\_\_\_ No

**BIDDER'S EEO COVENANTS:**

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

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

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

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or

suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

**The bidder hereby adopts the foregoing covenants?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

**PLEASE NOTE:** *The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.*

**CERTIFICATE OF COMPLIANCE**  
**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
  )       SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and  
says that he \_\_\_\_\_ of \_\_\_\_\_

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Company/Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary

(seal)





**FINDINGS FOR RECOVERY AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, SS:

\_\_\_\_\_, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

1) That he/she is \_\_\_\_\_ (title), of \_\_\_\_\_ (name of bidder) and authorized to execute this affidavit; and,

2) That \_\_\_\_\_ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,

3) That \_\_\_\_\_ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

\_\_\_\_\_  
Affiant

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

*SECTION M*

*SPECIAL PROVISIONS/TECHNICAL  
SPECIFICATIONS*

**2019 RESURFACING PROJECT**  
**TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS**  
**FOR RESURFACING PORTIONS OF**  
**WARREN COUNTY ROADS**  
**WARREN COUNTY, OHIO**  
**ON BEHALF OF**  
**NEIL F. TUNISON, P.E., P.S.**  
**WARREN COUNTY ENGINEER**

**BID SUBMITTED BY:**

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

### GENERAL

All material furnished and work performed shall conform to the 2016 Ohio Department of Transportation Construction and Material Specifications for Item 301 Asphalt Concrete Base, Item 301-M Asphalt Concrete Base (refer to note below), Item 441 Asphalt Concrete Surface Course (**ALL ITEM 441 SURFACE COURSE MATERIAL INCLUDED IN THIS PROJECT SHALL CONTAIN 100% CRUSHED #8'S**), Item 441 Asphalt Concrete Intermediate Course, and Item 407 Trackless Tack Coat (NTSS-1HM). The material shall be placed as outlined (including actual widths) by the Warren County Engineer during the pre-construction meeting, which shall be held prior to beginning the work. **The Contractor shall supply the Warren County Engineer with a weight ticket for each load of material placed.**

**Absolutely no asphalt concrete shall be applied during wet pavement conditions.** The road surface shall be cleaned of all dirt and debris before the placement of each resurfacing course. The County Engineer's representative shall determine when restarts are in order.

**NOTE: The Item 301-M (Modified), Dense Graded shall be in accordance with the following grading composition specifications:**

<u>SIEVE</u>	<u>PASSING</u>
1.0"	100%
1/2"	70-90%
No. 4	25-60%
No. 8	15-45%
No. 16	10-35%
No. 50	3-18%
No. 200	1-7 %

The final mix composition shall be approved by Neil F. Tunison, The Warren County Engineer, at the project site prior to project start up. Also, The Warren County Engineer shall reserve the right to adjust the mix composition of Item 301, Item 301-M (Dense Graded) and Item 441 at any stage of the project at his discretion.

In all other aspects, Item 301-M (Dense Graded) shall conform to the current Ohio Department of Transportation Construction and Material Specifications for Item 301 Asphalt Concrete Base.

### STORAGE OF CONSTRUCTION MATERIALS

The Contractor shall obtain prior approval of the Owner and/or Engineer for the locations to be used for the temporary storage of construction materials, tools, and/or machinery. All such materials, tools, and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and to traffic. Under no circumstances shall existing drainage courses be blocked or water hydrants, valves, or meter pits covered.

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

### PROTECTION OF AREAS OUTSIDE OF WORK LIMITS

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This will include those areas used by construction traffic for access to and from the work areas. Where the Engineer determines that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation will be due to the Contractor for any repair of these areas.

### DEBRIS REMOVAL

The Contractor will be responsible for removal from the site of all construction debris material. All debris material shall be disposed of in a proper manner and shall be as directed by any applicable local, state or federal regulations.

### CHANGE ORDERS

No change orders involving performance or nonperformance contract quantities of project materials shall be processed without direct approval by the Warren County Engineer.

### PROJECT START DATE

No work may be started until a preconstruction meeting has been held at the office of the Warren County Engineer and a written notice-to-proceed has been given by the Board of Warren County Commissioners.

### COMPLETION TIME FOR RESURFACING WORK

All work, except paving on Socialville Foster Road, shall be completed by August 23, 2019. Liquidated damages for non-completion beyond August 23, 2019 shall follow the CMS 108.07. In the event of adverse weather conditions, the County Engineer may extend the completion date.

### COMPLETION TIME FOR BRIDGE WORK

The County Engineer shall notify the Contractor no less than ten (10) days prior to the date the particular **bridge paving** project shall be completed. Liquidated damages for overall non-completion beyond the ten (10) days of notification shall be subjected to liquidated damages of \$500.00/day.

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

### PAYMENT OF WORK

Nine townships are participating in this Contract. Billing for township roads shall be invoiced separately from county roads and sent directly to the respective townships for payment after the County has reviewed and accepted quantities. Contractor Estimates shall not be submitted more than once per month to the County Engineer or the Township Trustees for work included in the Contract between the County Commissioners/Township Trustees and the Contractor.

### MAINTAINING TRAFFIC FOR RESURFACING WORK

Traffic control shall be the sole responsibility of the Contractor. The number of flagmen and method of traffic control shall be determined by the Contractor and be in compliance with the Ohio Department of Transportation Standards and the Ohio Manual of Uniform Traffic Control Devices.

The County of Warren shall be held harmless from liabilities caused by improper traffic control by the Contractor. All road construction signs shall also be the responsibility of the Contractor. **The Contractor shall maintain traffic at all times during construction with the exception of Hatt Swank Road, Harrison Road, Mounts Road – Hamilton Township, Layman Road, Ross Leever Road, Watkins Starkey Road – Harlan Township, Nixon Camp Road – Turtlecreek Township, and Strout Road – Washington Township.** These roads shall be closed to through traffic during paving due to the narrow width of the pavement or having close detours and other access points.

No work shall be done between 6:00 p.m Friday and 6:00 a.m. Monday or during holidays. In addition, night work of any type shall be strictly prohibited. **The cost of Maintaining Traffic shall be included in the cost per ton bid for Item 441 Asphalt Concrete.**

### MAINTAINING TRAFFIC FOR BRIDGE WORK

Warren County will close the following road prior to the bridge replacement and will reopen the road once the paving operations are complete:

**Cozaddale-Murdoch Road Bridge #26-2.35**  
**Corwin Road Bridge #47-2.25**

### APPLICATION OF ASPHALT

The Item 441 Asphalt Concrete Surface Course, Item 441 Asphalt Concrete Intermediate Course, and Item 301-M Asphalt Concrete Base shall be placed as outlined in Attachment "A".

The Item 301-M (prescratch) shall be used on roads as listed in Attachment "A" and applied to the roads as directed by the Engineer.

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

All gas and water valves in the proposed pavement areas that are not being milled shall be raised to proposed grade and the cost shall be included in the cost per ton bid for the pertinent Asphalt Concrete Surface Course.

### Warren County – Safety Edge

All Warren County roads except, Butler Warren Road (CR 2), Hamilton Road (CR 13), and Socialville Foster Road (CR 32), shall be paved with a Safety Edge.

In addition to the requirements of 401.12, attach a device to the screed of the paver that confines the material at the end gate and extrudes that asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees (not steeper than 35 degrees). Ensure the device maintains contact with the existing surface, and allow for automatic transition to cross roads, driveways and obstructions. Do not use conventional single plate strike off.

Use the TransTech Shoulder Wedge Maker, or the Advant-Edger, or a similar approved-equal device that produces the same wedge consolidation results. Contact information for these wedge shape compaction devices is the following:

TransTech Systems, Inc.  
900 Albany Shaker Road, Suite 2  
Latham, NY 12110  
1-800-724-6303  
[www.transtechsys.com](http://www.transtechsys.com)

Advant-Edge Paving Equipment LLC  
33 Old Niskayuna Road  
Loudonville, NY 12211  
814-422-3343  
[www.advantedgepaving.com](http://www.advantedgepaving.com)

If electing to use a similar device, provide proof that the device has been used on previous projects with acceptable results or construct a test section prior to the beginning of work and demonstrate wedge compaction to the satisfaction of the Engineer. Short sections of handwork will be allowed when necessary for transitions and turnouts or otherwise authorized by the Engineer.

In addition to the requirements of 401.16, make the first roller pass 8 to 12 inches away from tapered edge. Do not roll the taper.

Where roadway width is equal to or greater than 21.5 feet the Safety Edge shall be placed entirely on existing pavement. At the direction of the Engineer, where roadway width is less than 21.5 feet the Safety Edge may be placed on unimproved shoulder. In addition to 401.14, when the Safety Edge is placed on unimproved shoulder the Contractor shall remove vegetation and soil build-up along the edge of pavement prior to paving.

Payment for the work listed above, including any equipment, materials, and labor needed to perform the work, shall be included in the price bid for Item 441 Asphalt Concrete Surface Course, Type 1, (448), PG64-22.



## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

### **Warren County – Socialville Foster Road**

Attachment “A” outlines the paving on Socialville Foster Road from Bridge #32-5.14 to Old 3’C Highway. The Warren County Engineer’s Office is replacing Bridge #32-5.14 and constructing a drilled pier wall east of the bridge. Construction of the bridge replacement and wall project will begin in August and the drilled pier wall is expected to be completed by early-September. The road will be closed during the bridge replacement construction. The paving on Socialville Foster Road must take place after the drilled pier wall is complete, but may begin before the bridge construction is complete. The Contractor will not be responsible for maintenance of traffic only if paving operations are completed before the bridge construction is complete.

### **Clearcreek Township – Waynesboro Way**

An additional quantity of 20 tons of Item 301-M Asphalt Concrete Base has been included for repairs and leveling near 7984 Waynesboro Way (TR 1108). The Engineer will mark all locations in the field with paint. Payment for the work listed above, including any equipment, materials, and labor needed to perform the work, shall be included in the price bid for Item 301-M Asphalt Concrete Base.

### **Franklin Township – Dawn Avenue**

Along the north edge of Dawn Avenue (TR 996) pave full width of existing gravel at the Robinson Vail Road intersection transition. An additional quantity of 4 tons of Item 301-M Asphalt Concrete Base has been included for repairs and leveling required before paving. The Engineer will mark location in the field with paint. Payment for the work listed above, including any equipment, materials, and labor needed to perform the work, shall be included in the price bid for Item 301-M Asphalt Concrete Base.

### **Hamilton Township – Schlottman Road**

Attachment “A” outlines paving on Schlottman Road from SR48 to Shepherds Run Drive. Hamilton Township is replacing a culvert within this section of paving; the culvert replacement is expected to be completed by July 12, 2019. The Contractor shall not pave Schlottman Road until the culvert replacement is complete.

### **Harlan Township**

Layman Road (TR 178) shall be paved with a 1.75 inch course of Item 301-M Asphalt Concrete Base from the County Line to Jackson Runyon Road and a 2.25 inch course of Item 301-M Asphalt Concrete Base from Jackson Runyon Road to Entz Shawhan Road.

Ross Leever Road (TR 184) shall be paved with a 1.5 inch course of Item 301-M Asphalt Concrete Base.

Watkins Starkey Road (TR 188) shall be paved with a 1.75 inch course of Item 301-M Asphalt Concrete Base.

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

### Wayne Township – Chenoweth Road

An additional quantity of 50 tons of Item 441 Asphalt Concrete Surface Course, Type 1 has been included for rutting repair on Chenoweth Road (TR 138). The Engineer will mark all rutting repair locations in the field with paint. An additional 60 tons of Item 441 Asphalt Concrete Surface Course, Type 1 has been included for paving Haines Road for 150 feet each direction from the intersection with Chenoweth Road. The Engineer will mark paving locations in the field with paint. Payment for the work listed above, including any equipment, materials, and labor needed to perform the work, shall be included in the price bid for Item 441 Asphalt Concrete Surface Course, Type 1, (448), PG 64-22.

### PAVING ON SPECIFIC BRIDGES

The following bridges that do not have pavement planing shall be paved with only 1” of Item 441 Asphalt Concrete Surface Course, Type 1 in order to limit the amount of dead load on these bridges. The Contractor shall provide a smooth transition at these bridges.

Morrow Woodville Road	#24-8.52
Morrow Woodville Road	#24-9.66
Morrow Woodville Road	#24-9.93
Middleboro Road	#45-6.45
Middleboro Road	#45-6.81
Harrison Road	#148-1.37
Layman Road	#178-0.15
Layman Road	#178-0.21
Old State Route 73	#251-0.11

The Engineer will mark these bridge locations in the field.

### NO PAVING ON SPECIFIC BRIDGES

The following bridge shall not be paved and no construction traffic will be allowed to cross the bridge. The Contractor shall provide a smooth transition at this bridge.

Harlan-Carroll Road	#221-0.84	(Bridge Posted for 10 Ton Limit)
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The Engineer will mark this bridge location in the field.

### BRIDGE/CULVERT PAVING

#### Cozaddale-Murdoch Road Bridge #26-2.35

The Asphalt Concrete for the bridge approaches shall be placed in two layers. The first layer will be placed by a Warren County work crew and will consist of placing Item 301 Asphalt Concrete Base in areas where the bridge has been constructed and the existing pavement

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

structure has been removed. The County work crew will leave the top course of Item 301 meeting existing pavement elevations on both sides of the bridge and provide a crown at the center line of the road. The second layer will be placed by the Contractor and shall be Item 441 Asphalt Concrete Surface Course, 2" in thickness. The Contractor shall grind a butt joint at asphalt tie in locations, per the specifications in this document. The Contractor shall seal all edges, per the specifications in this document. Item 441 Surface Course shall overlay Item 301, on both bridge approaches and **shall extend 45 feet on both sides of the bridge or as directed by the Engineer**. The road will be closed to traffic during paving operations. The Contractor is not responsible for any maintenance of traffic. Estimated quantities for the bridge are shown on the Bid Sheet.

### **Corwin Road Bridge #47-2.25**

The Asphalt Concrete for the bridge approaches shall be placed in two layers. The first layer will be placed by a Warren County work crew and will consist of placing Item 301 Asphalt Concrete Base in areas where the bridge has been constructed and the existing pavement structure has been removed. The County work crew will leave the top course of Item 301 meeting existing pavement elevations on both sides of the bridge and provide a crown at the center line of the road. The County work crew will leave the top course of Item 301 - 2" lower at the bridge backwalls. The second layer will be placed by the Contractor and shall be Item 441 Asphalt Concrete Surface Course, 2" in thickness. The Contractor shall grind a butt joint at asphalt tie in locations, per the specifications in this document. The Contractor shall seal all edges, per the specifications in this document. Item 441 Surface Course shall overlay Item 301, on both bridge approaches and **shall extend 20 feet on both sides of the bridge or as directed by the Engineer**. The road will be closed to traffic during paving operations. The Contractor is not responsible for any maintenance of traffic. Estimated quantities for the bridge are shown on the Bid Sheet.

## PAVEMENT GRINDING/PLANING

A butt joint shall be constructed by grinding/planing existing pavement at each start/stop location, or where newly placed asphalt abuts existing pavement or curb at intersections or cross roads. The Engineer will mark all butt joints in the field with paint. **The butt joints shall be constructed by grinding/planing the existing pavement for a length of 10 feet, varying in depth from 2" to 0"**. The newly formed joint shall be properly installed so as to provide a smooth transition and shall also be **properly sealed**. The cost of necessary pavement grinding/planing shall be included and paid for in the pertinent Asphalt Concrete.

## ITEM 253 – PAVEMENT REPAIR

The Contractor shall excavate 8" of existing pavement material. The excavation shall be filled with two (2) – 4" lifts of Item 301 Asphalt Concrete Base. Pavement Repair on roads that have pavement planing shall be performed after the pavement planing has been completed, the planed pavement is not included in the 8" of excavation. The Engineer will mark all Pavement Repair locations in the field with paint. The following have areas of pavement repair:

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

### **Warren County**

Butler-Warren Road (150 SY), Wilmington Road (610 SY), Oregonia Road (185 SY), Hamilton Road (1200 SY), Lower Springboro Road (70 SY), Morrow Woodville Road (700 SY), Clarksville Road (425 SY), Morrow Blackhawk Road (825 SY), Dallasburg Road (430 SY), Manchester Road (320 SY), Robinson Vail Road (95 SY), Lytle Ferry Road (135 SY), Cozaddale Road (266 SY)

### **Hamilton Township**

Lebanon Road (182 SY), Schlottman Road (722 SY), Stephens Road (120 SY), Mounts Road (500 SY), Cabernet Court (210 SY), Chancellor Lane (60 SY), Vintage Court (50 SY), Stapleford Manor (150 SY), Lakewood Farm Drive (80 SY), Hampton Glen Lane (210 SY)

### **Turtlecreek Township**

Waynesville Road (220 SY), Nixon Camp Road (295 SY)

The excavation bottom shall be compacted as per ODOT Item 204 prior to the placement of any Item 301 Asphalt Concrete Base. The contractor shall be responsible for the removal from the site of all grindings from the excavation. The Contractor shall place Item 407 Tack Coat on all sides and the bottom of the full depth excavation before placing any Item 301 Asphalt Concrete Base. Payment for the work listed above, including any equipment, materials, and labor needed to perform the work, shall be included in the unit price bid for Item 253 Pavement Repair.

## **ITEM 253 – PAVEMENT REPAIR WITH SURFACE COURSE, AS PER PROPOSAL**

The following roads will not be resurfaced as part of this contract but do have approximately 140 SY of Item 253 Pavement Repair with Surface Course. The Contractor shall excavate 9 1/2" of existing pavement material. The excavation shall be filled with two (2) – 4" lifts of Item 301 Asphalt Concrete Base and one (1) – 1 1/2" lift of Item 448 Asphalt Concrete Surface Course. The Engineer will mark all Pavement Repair with Surface Course locations in the field with paint. The following have areas of pavement repair with surface course:

### **Turtlecreek Township**

Triple Creek Road (80 SY)

The excavation bottom shall be compacted as per ODOT Item 204 prior to the placement of any Item 301 Asphalt Concrete Base. The contractor shall be responsible for the removal from the site of all grindings from the excavation. The Contractor shall place Item 407 Tack Coat on all sides and the bottom of the full depth excavation before placing any Item 301 Asphalt Concrete Base. Payment for the work listed above, including any equipment, materials, and labor needed to perform the work, shall be included in the unit price bid for Item 253 Pavement Repair with Surface Course, As Per Proposal.

## **ITEM 254 – PAVEMENT PLANING**

This work shall conform to the 2016 Ohio Department of Transportation Construction and Material Specifications and shall be completed as directed by the Engineer. A butt joint shall be constructed at

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

each start/stop locations. Each butt joint shall provide a smooth transition and shall also be **properly sealed**. The following roads have areas of pavement planing:

### Warren County

Butler-Warren Road (Hamilton Road to Monroe Corporation Line, Depth 2", 5,475 SY)  
Hamilton Road (SR 741 to SR 63, Depth 2", 32,850 SY)  
Socialville Foster Road (Bridge #32-5.14 to Old 3'C Highway, Depth 2", 5,380 SY)

### Clearcreek Township

Chapel Drive (Highmount Drive to End of Pavement, Depth 1 1/2", 3,916 SY)  
Carly Court (Chapel Drive to End of Pavement, Depth 1 1/2", 2,147 SY)  
Barrington Way (Chapel Drive to End of Pavement, Depth 1 1/2", 3,567 SY)  
Highmount Drive (Patton Drive to End of Pavement, Depth 1 1/2", 4,889 SY)  
Factory Road (Lower Springboro Road to Springboro Corp. Limit, Depth 1 1/2", 6,350 SY)

### Hamilton Township

Lebanon Road (Dwire Road to South Lebanon Corp. Limit, Depth 1 1/2", 1,640 SY)  
Village Green Parkway (Stephens Road to Cypress Lane, Depth 1 1/2", 15,000 SY)  
Maple Grove (Round about to End of Pavement, Depth 1 1/2", 5,325 SY)  
Linden Creek (Maple Grove to Elm Tree Drive, Depth 1 1/2", 2,500 SY)

The following bridges are on roads that do not have pavement planing. In order to limit the amount of dead load on the bridge, the bridge and up to 75' of each approach will be planed. Planing of the approach will be variable depth to provide a smooth transition at these bridges.

### Warren County

Middleboro Road #45-7.79 (Depth 3", 430 SY)

### Hamilton Township

Stephens Road #158-0.92 (Depth 4", 550 SY)

The Engineer will mark all pavement planing locations in the field with paint. The pavement planning shall be scheduled so as to be covered by the surface course within seven (7) days after being performed. Liquidated damages for non-completion of the intermediate course beyond the seven (7) days shall be subjected to liquidated damages of \$500.00/day.

## SEALING EDGES

All butt joints or where newly placed asphalt abuts building walls, foundations, or curbs shall be sealed with asphalt cement meeting the same specifications as used in Item 441 Asphalt Concrete, the cost of same to be included in the unit price bid for Item 441 Asphalt Concrete. Sealing edges at building walls, foundations, curbs, or other visible surfaces shall be done neatly and without more than one-half (1/2) inch of the sealant being visible on the surface. The Contractor at no additional cost to the Owner shall carefully and thoroughly remove any extra sealant applied to visible surfaces.

## TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

### ITEM 407 – TRACKLESS TACK COAT (NTSS-1HM)

Item 407 Trackless Tack Coat (NTSS-1HM) shall be applied to all the county and township roads that are to be resurfaced in this contract. It shall be applied to the existing pavement at a rate of 0.10 gallon per square yard as directed by the Warren County Engineer. The application of Item 407 Trackless Tack Coat (NTSS-1HM) shall be applied to the entire width of the existing pavement immediately prior to paving the intermediate or surface course. **The cost of Item 407 Trackless Tack Coat (NTSS-1HM) shall be included in the cost per ton bid for in the pertinent Asphalt Concrete.**

### ITEM 621 – RAISED PAVEMENT MARKER REMOVED

The following roads have areas of raised pavement markers removed:

#### Warren County

Lower Springboro Road (4)

### PAVEMENT MARKINGS FOR RESURFACING WORK

Work zone pavement markings, Class I and “No Edgeline” signs shall be placed by the Contractor, on Warren County Roads, immediately after the planing operation is complete. On Warren County roads that are not planed, the Contractor shall post the roadway with “No Edgeline” signs immediately after the paving operation is complete. The Contractor shall post the roadway with “No Edgeline” signs (W8-H12a) and ensure that all signs conform to Item 614 Maintaining Traffic. Place these signs at begin location, end location, and at maximum of 0.5 mile intervals. Remove the signs after the permanent edgeline markings have been applied. The cost of providing work zone pavement markings and the temporary signs shall be included in the bid price per Mile for Item 614 Work Zone Center Line, Class I.

**GENERAL - The Contractor shall furnish temporary centerline markings at a minimum length of 12 inches placed at 40 foot intervals on Item 441 Asphalt Concrete Surface for the public to use until the final markings are placed.**

The cost of providing the temporary centerline line markings, as well as, permanent centerline & edgeline markings shall be included in the price per mile bid for Item 642 Center Line and Item 642 Edge Line, respectively.

**SPECIAL NOTE: Weather permitting, the Contractor shall furnish permanent centerline and edgeline markings within 48 hours of completion of the Item 441 Asphalt Concrete Surface Coarse on each road. If permanent centerline and edgeline markings are not placed within 48 hours, the contractor will be subjected to liquidated damages of \$250.00 per day.**

Attachment “A” outlines the centerline and edgeline markings and Attachment “B” outlines the auxiliary markings included in this project. The County will provide information necessary for “T” marking and for no passing zones, as well as, actual centerline striping. This information will assist the contractor in performing all necessary preparation work required to complete all pavement markings.

## **TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS**

All pavement marking material and work shall comply with Item 641 Pavement Marking-General, Item 614 Maintaining Traffic, and Item 642 Traffic Paint, Type 1 in the 2016 ODOT Construction and Materials Specifications.

### **PAVEMENT MARKINGS FOR BRIDGE WORK**

All pavement markings necessary for the bridge projects will be completed by the Warren County Highway Department after the bridge has been paved by the Contractor.

2019 RESURFACING LIST  
ATTACHMENT "A"

Road	Begin Point	(Mile)	End Point	(Mile)	Miles	Width (ft)	Tons	301M-Prescratch Tons	Pavement Markings	Auxiliary Markings
<b>Warren County Roads</b>										
Item 441 - Surface Course, Type 1, (448), PG 64-22 (1.1/2 inch)										
Wilmington Road (CR 7)	Address #5654	5.057	Middleboro Road (CR 45)	6.410	1.353	22	1,325	68	C/L & Edgeline	None
Hamilton Road (CR 13)	SR 741	3.200	SR 63	5.857	2.657	21	2,900	133	C/L & Edgeline	Yes
Dallasburg Road (CR 51)	Price Place (TR 1385)	4.213	Debold Koebel Road (TR 170)	4.759	0.546	22	631	27	C/L & Edgeline	None
Elm Tree Road (CR 136)	Lytile Ferry Road (CR 135)	0.000	Greene County Line	0.113	0.113	21	128	6	C/L & Edgeline	Yes
				<b>Total =</b>	<b>4.669</b>		<b>4,984</b>	<b>233</b>		
<b>Road</b>										
	<b>Begin Point</b>	<b>(Mile)</b>	<b>End Point</b>	<b>(Mile)</b>	<b>Miles</b>	<b>Width (ft)</b>	<b>Tons</b>			
Item 441 - Intermediate Course, Type 1, (448), PG 64-22 (1 inch)										
<b>Warren County Roads</b>										
Butler Warren Road (CR 2)	Hamilton Road (CR 13)	8.314	Monroe Corporation Limit	8.801	0.487	19	325			
Lower Springsboro Road (CR 22)	SR 48	8.158	Utica Road (TR 42)	9.176	1.018	22	785			
Morrow Woodville Road (CR 24)	Gheils Carroll Road (TR 168)	8.142	Morrow Corporation Limit	9.801	1.659	22	1,270			
Morrow Woodville Road (CR 24)	Morrow Corporation Limit	9.801	Bridge #24-9-93	9.930	0.129	22	134			
Morrow Woodville Road (CR 24)	Bridge #24-9-93	9.930	Morrow Rosburg Road (CR 27)	10.020	0.090	22	68			
Socialville Foster Road (CR 32)	Bridge #32-5-14	5.140	Old 3'C Highway (CR 10)	5.553	0.413	22	317			
Middleboro Road (CR 45)	Woodward Claypool Road (TR 204)	4.145	Bridge #45-4-64	4.640	0.495	22	380			
Middleboro Road (CR 45)	US 22/SR 3	5.274	SR 350	8.337	3.063	22	2,340			
Manchester Road (CR 104)	Shaker Road (CR 48)	1.690	Robinson Vail Road (CR 121)	3.545	1.855	21	1,356			
Robinson Vail Road (CR 121)	SR 122	0.000	SR 123	2.010	2.010	22	1,540			
Lytile Ferry Road (CR 135)	Lytile Road (CR 28)	0.299	Greene County Line	1.991	1.692	21.5	1,270			
Cozadale Road (CR 174)	Clermont County Line	0.000	Roachster Cozadale Road (CR 52)	0.636	0.636	20	450			
Hamilton Middletown Road (CR 179)	Butler County Line	0.000	Dixie Highway (CR 19)	0.923	0.923	22	785			
				<b>Total =</b>	<b>14.470</b>		<b>11,020</b>			
<b>Road</b>										
	<b>Begin Point</b>	<b>(Mile)</b>	<b>End Point</b>	<b>(Mile)</b>	<b>Miles</b>	<b>Width (ft)</b>	<b>Tons</b>	<b>301M-Prescratch Tons</b>	<b>Pavement Markings</b>	<b>Auxiliary Markings</b>
Item 441 - Surface Course, Type 1, (448), PG 64-22 (1 inch)										
<b>Warren County Roads</b>										
Butler Warren Road (CR 2)	Hamilton Road (CR 13)	8.314	Monroe Corporation Limit	8.801	0.487	19	325	24	C/L & Edgeline	Yes
Lower Springsboro Road (CR 22)	SR 48	8.158	Utica Road (TR 42)	9.176	1.018	22	785	51	C/L & Edgeline	Yes
Morrow Woodville Road (CR 24)	Gheils Carroll Road (TR 168)	8.142	Morrow Corporation Limit	9.801	1.659	22	1,270	83	C/L & Edgeline	None
Morrow Woodville Road (CR 24)	Morrow Corporation Limit	9.801	Bridge #24-9-93	9.930	0.129	22	134	6	C/L & Edgeline	None
Morrow Woodville Road (CR 24)	Bridge #24-9-93	9.930	Morrow Rosburg Road (CR 27)	10.020	0.090	22	68	4	C/L & Edgeline	None
Socialville Foster Road (CR 32)	Bridge #32-5-14	5.140	Old 3'C Highway (CR 10)	5.553	0.413	22	317	21	C/L & Edgeline	Yes
Middleboro Road (CR 45)	Woodward Claypool Road (TR 204)	4.145	Bridge #45-4-64	4.640	0.495	22	380	25	C/L & Edgeline	None
Middleboro Road (CR 45)	US 22/SR 3	5.274	SR 350	8.337	3.063	22	2,340	153	C/L & Edgeline	Yes
Manchester Road (CR 104)	Shaker Road (CR 48)	1.690	Robinson Vail Road (CR 121)	3.545	1.855	21	1,356	93	C/L & Edgeline	Yes
Robinson Vail Road (CR 121)	SR 122	0.000	SR 123	2.010	2.010	22	1,540	101	C/L & Edgeline	Yes
Lytile Ferry Road (CR 135)	Lytile Road (CR 28)	0.299	Greene County Line	1.991	1.692	21.5	1,270	85	C/L & Edgeline	Yes
Cozadale Road (CR 174)	Clermont County Line	0.000	Roachster Cozadale Road (CR 52)	0.636	0.636	20	450	32	C/L & Edgeline	Yes
Hamilton Middletown Road (CR 179)	Butler County Line	0.000	Dixie Highway (CR 19)	0.923	0.923	22	785	46	C/L & Edgeline	Yes
				<b>Total =</b>	<b>14.470</b>		<b>11,020</b>	<b>724</b>		





2019 RESURFACING LIST  
ATTACHMENT "A"

Road	Begin Point	(Mile)	End Point	(Mile)	Miles	Width (ft)	Tons	301M-Prescratch Tons	Pavement Markings	Auxiliary Markings
<b>Item 301 - Asphalt Concrete Base (301-M) (Thickness Varies See Proposal Note)</b>										
<b>Harlan Township Roads</b>										
Layman Road (TR 178)	Clermont County Line	0.000	Entz Shawhan Road (TR 189)	1.158	1.158	12.5	1,009	0	None	None
Ross Leever Road (TR 184)	Clermont County Line	0.000	SR 28	1.553	1.553	13.5	1,139	0	None	None
Watkins Starkley Road (TR 188)	Osceola Road (TR 201)	0.000	Starkley Cleverger Road (TR 193)	0.747	0.747	13	628	0	None	None
				<b>Total =</b>	<b>3.458</b>		<b>2,776</b>	<b>0</b>		
Road	Begin Point	(Mile)	End Point	(Mile)	Miles	Width (ft)	Tons	301M-Prescratch Tons	Pavement Markings	Auxiliary Markings
<b>Item 441 - Surface Course, Type 1, (448), PG 64-22 (1 1/2 inch)</b>										
<b>Massie Township Roads</b>										
Harlan-Carroll Road (TR 221)	Harveysburg Road (CR 25)	0.000	Oregonia Road (CR 12)	2.382	2.382	18.5	2,297	114	Edgeline	Yes
				<b>Total =</b>	<b>2.382</b>		<b>2,297</b>	<b>114</b>		
Road	Begin Point	(Mile)	End Point	(Mile)	Miles	Width (ft)	Tons	301M-Prescratch Tons	Pavement Markings	Auxiliary Markings
<b>Item 441 - Surface Course, Type 1, (448), PG 64-22 (1 1/2 inch)</b>										
<b>Turtlecreek Township Roads</b>										
Waynesville Road (TR 39)	SR 123	2.598	SR 350	3.100	0.502	21	585	25	C/L & Edgeline	Yes
Waynesville Road (TR 39)	Wilmington Road (CR 7)	4.559	Oregonia Road (CR 12)	5.661	1.102	21	1,210	60	C/L & Edgeline	Yes
Waynesville Road (TR 39)	Middle of hill	6.645	Twp. Corporation Limit	7.545	0.900	18.5	865	40	C/L & Edgeline	None
Nixon Camp Road (TR 83)	Wilmington Road (CR 7)	2.540	Emmons Road (TR 93)	3.947	1.407	20	1,465	70	C/L & Edgeline	Yes
Oakview Court (TR 644)	End of Pavement	0.000	Kirby Road (TR 102)	0.161	0.161	24	261	12	None	None
Twin Oaks Drive (TR 645)	End of Pavement	0.000	Kirby Road (TR 102)	0.515	0.515	24	685	34	None	None
Shady Oak Court (TR 689)	End of Pavement	0.000	Twin Oaks Drive (TR 645)	0.075	0.075	24	159	7	None	None
				<b>Total =</b>	<b>4.662</b>		<b>5,230</b>	<b>248</b>		
Road	Begin Point	(Mile)	End Point	(Mile)	Miles	Width (ft)	Tons	301M-Prescratch Tons	Pavement Markings	Auxiliary Markings
<b>Item 301 - Asphalt Concrete Base (301-M), (3'U)</b>										
<b>Union Township Roads</b>										
Dry Run Road (TR 81)	Bridge #81-1-22	1.220	Address #2840	1.517	0.297	13.5	400	0	None	None
				<b>Total =</b>	<b>0.297</b>		<b>400</b>	<b>0</b>		
Road	Begin Point	(Mile)	End Point	(Mile)	Miles	Width (ft)	Tons	301M-Prescratch Tons	Pavement Markings	Auxiliary Markings
<b>Item 441 - Surface Course, Type 1, (448), PG 64-22 (1 1/2 inch)</b>										
<b>Washington Township Roads</b>										
Strout Road (TR 207)	Bike path/Township Maintenance Limit	0.090	Senior Road (TR 212)	0.414	0.324	19.5	350	15	C/L & Edgeline	None
Strout Road (TR 207)	Middleboro Road (CR 45)	1.651	SR 22/3	3.261	1.610	16, 19	1,465	73	None	None
				<b>Total =</b>	<b>1.934</b>		<b>1,815</b>	<b>88</b>		
Road	Begin Point	(Mile)	End Point	(Mile)	Miles	Width (ft)	Tons	301M-Prescratch Tons	Pavement Markings	Auxiliary Markings
<b>Item 441 - Surface Course, Type 1, (448), PG 64-22 (1 1/2 inch)</b>										
<b>Wayne Township Roads</b>										
Chenoweth Road (TR 138)	Haines Road (TR 137)	0.000	Bellbrook Road (CR 29)	1.079	1.079	19	1,146	75	C/L & Edgeline	Yes
Old State Route 73 (TR 251)	SR 73	0.000	Waynesville Corporation Limit	0.340	0.340	23.5	428	22	C/L & Edgeline	Yes
				<b>Total =</b>	<b>1.419</b>		<b>1,574</b>	<b>97</b>		

2019 RESURFACING LIST  
ATTACHMENT "B"

Road	Mileage		Item 642, Type 1																				
			From		To		Channelizing Line		Stop Line		Transverse/Diagonal Line		Crosswalk Line		Word on Pavement		Railroad Crossing		96" School Symbol		Lane/Arrow		
			8" White	24" White	8" White	24" White	White	Yellow	12" White	White	White	White	White	White	White	White	White	White	White	White	Left	Right	Thru
(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(FT)	(Each)	(Each)	(Each)	(Each)	(Each)	(Each)	(Each)	(Each)	(Each)	
<b>Warren County Roads</b>																							
Butler Warren Road (CR 2)		Hamilton Road (CR 13)																					
Hamilton Road (CR 13)		SR 741																					
		McClure Road (TR 71)																					
		SR 63																					
		SR 48																					
Lower Springboro Road (CR 22)		Old 3C Highway (CR 10)																					
Socialville Foster Road (CR 32)		US 22/SR 3																					
Middleboro Road (CR 45)		SR 350																					
		Shaker Road (CR 48)																					
Manchester Road (CR 104)		Robinson Vail Road (CR 121)																					
		SR 122																					
		SR 123																					
		Lytle Road (CR 28)																					
		Elm Tree Road (CR 136)																					
Elm Tree Road (CR 136)		Lytle Ferry Road (CR 135)																					
Cozadale Road (CR 174)		Railroad Crossing																					
Hamilton Middletown Road (CR 179)		Dixie Highway (CR 19)																					
		Total=	0																				
<b>Clearcreek Township</b>																							
Bunnell Hill Road (TR 128)		Lower Springboro Road (CR 22)																					
		SR 73																					
Eyler Drive (TR 1235)		Lower Springboro Road (CR 22)																					
		Total=																					
<b>Franklin Township Roads</b>																							
Noble Way Lane (TR 944)		SR 122																					
		Total=																					





# BOARD OF COUNTY COMMISSIONERS

## WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

[www.co.warren.oh.us](http://www.co.warren.oh.us)

[commissioners@co.warren.oh.us](mailto:commissioners@co.warren.oh.us)

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN**

**SHANNON JONES**

**DAVID G. YOUNG**

### ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 9:20 a.m., May 14, 2019, and then at said time bids will be opened and read aloud for the 2019 Resurfacing Project.

Bid documents and specifications are available online at the Warren County's Website at <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Chad Harville, Project Technician, at the Warren County Engineer's Office, at (513) 695-7727. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

This notice is posted on the Warren County Government internet site. The Warren County Government Web Site can be accessed by logging onto the internet and typing in the following address <http://www.co.warren.oh.us/commissioners/Resources/Bids/Default.aspx>. To access bid project information, under the "Your Government" heading click on the "Board of Commissioners" tab, then click on the "Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Commissioners (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

**Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Kiana Hawk in the Commissioners Office at [kiana.hawk@co.warren.oh.us](mailto:kiana.hawk@co.warren.oh.us) with your contact information.**

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

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Tina Osborne, Clerk