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#### **ADVERTISEMENT FOR BIDS**

#### LEGAL NOTICE

Shalersville Township

<u>Shalersville Township is accepting bids for the construction of a driveway and parking lot for the Shalersville Township Park.</u>

<u>Submit</u> SEALED PROPOSALS to the Office of the Shalersville Township, 9090 State Route 44, Ravenna, OH 44266. <u>The sealed bids will be publicly opened and read aloud at the Shalersville Township</u> Meeting. This meeting is scheduled for 7:00 pm on July 18, 2023.

Pre-bid meeting, walk through Question-and-answer session. Wednesday, July 12<sup>th</sup> 12:00 pm. Meet at site 9090 State Route 44, Ravenna, Ohio 44266.

The principal items of work include construction of a driveway and parking lot for the Shalersville Township Park.

Copies of plans, specifications and contract documents <u>can be</u> obtained from the Shalersville township Website, www.shalersvilletwp.com. Contractors can register for free on the website and download the documents. Registering on the website will ensure that the contractors receive any addenda in a timely fashion.

The Shalersville Township Trustees reserve the right to accept or reject any or all bids.

By order of Maude Bias, Asst. Fiscal Officer and Shalersville Trustees.

#### BIDDING INFORMATION, INSTRUCTIONS, REQUIREMENTS AND CONDITIONS

#### 1. <u>RECEIPT AND OPENING OF BIDS</u>

1.1.1. Shalersville Township, Ohio (herein called "Owner"), invites Bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of Shalersville Township Town Hall, 9090 St. Rt. 44, Ravenna, OH 44266 until 7 o'clock PM, eastern daylight savings time, Tuesday, July 18, 2023. Bids must be in the hands of the Shalersville Township Trustees by the time set for opening proposals. Bids must be sealed, addressed to the Shalersville Trustee, 9090 St. Rt. 44 Ravenna, OH 44266 Bid for THE SHALERSVILLE TOWNSHIP PARK AND DRIVEWAY AND PARKING LOT.

#### 2. IRREGULAR PROPOSALS

- 2.1. 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 received after the time and date specified will not be considered. Proposals may also be considered irregular and may be rejected at the discretion of the Owner for the following reasons:
- 2.1.1. If the proposal is on a form other than that furnished or approved by the Owner; or if the form is altered or any part thereof is detached.
- 2.1.2. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 2.1.3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid letting, provided that any selection of awards will be made by the Owner.
- 2.1.4. If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum items.

#### 3. <u>DISQUALIFICATION OF BIDDERS</u>

3.1. The Owner may make such investigations as the Owner 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. The Owner may also reject any Bid where the Bidder has failed to complete a previous Contract in a timely manner or in accordance with the Contract requirements or as directed by the Owner or Owner's representative. Any of the following reasons may be considered as being sufficient for the

disqualification of a Bidder and the rejection of or refusal to consider the proposal or proposals of said Bidder:

- 3.1.1. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- 3.1.2. Evidence of collusion among Bidders, whether on this or previous projects.
- 3.1.3. Bid prices which obviously are unbalanced.
- 3.1.4. Evidence of lack of competency and/or adequate machinery, plant and other equipment.
- 3.1.5. Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- 3.1.6. Failure to comply with any qualification or regulation of the Owner.
- 3.1.7. Default, or failure to complete work in a timely and/or workmanlike manner, under previous contracts.

#### 4. PREQUALIFICATION OF BIDDERS

4.1. Where prequalification is required, such requirement will be stated in the legal advertisement requesting proposals. Where prequalification is not required, each Bidder shall carefully examine the Contract Documents and the qualifications required therein and shall, by submitting a proposal, acknowledge that the Bidder is fully qualified to perform the work.

#### 5. PREPARATION OF BID

5.1.1. Each Bid must be submitted on the prescribed form. 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. Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid Form. All Bid proposal blanks shall be clearly filled out. Bid form blanks shall not be removed from the specifications. Unit price Bids shall be written in numbers and words and total cost shall be written in numbers. In the event of a discrepancy, the unit price written in words multiplied by the Bid proposal quantity shall govern. Lump sum prices shall be written in words and numbers. In the event of a discrepancy, the lump sum Bid price written in words shall govern. The Bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Bidder legally qualified and acceptable to the Owner. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the

officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the names and business address of its corporate officials must be shown. Anyone signing a proposal as agent must file with it legal evidence of his authority to do so.

#### 6. COMPLETE BID SHALL BE REQUIRED

6.1. A Bid shall be considered complete when all Bid blanks have been filled in, all Bid forms and bonds have been fully executed and all Bidder and Subcontractor information have been provided, including a listing of company officials, experience records, MBE/DBE status, etc. Should a Bidder fail to submit a complete Bid, the Owner may, at Owner's sole discretion, either reject the Bid or notify the Bidder of the Bid deficiencies or omissions. Upon receipt of such notification, the Bidder shall, within five (5) calendar days, submit such omitted or deficient information. Failure to submit such information shall be just cause for the forfeiture of the Bidder's proposal guarantee, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

#### 7. CONTENTS OF PROPOSAL FORMS

7.1. The plans, specifications and other Contract Documents provided to the Bidder will be considered a part of the proposal whether attached or not.

#### 8. FACSIMILE MODIFICATION

8.1. Any Bidder may modify his/her Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such facsimile communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed prior to the closing time. The facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modifications so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile modification.

#### 9. METHOD OF BIDDING

9.1. Bids are lump sum for furnishing all necessary materials, labor and/or equipment for the item(s) stated in the Contract Documents.

#### 10. <u>INTERPRETATION OF QUANTITIES IN PROPOSAL</u>

10.1. Payment to the Contractor will be made only for the actual quantities of work performed and accepted by the Township Engineer. The contractor shall submit a work schedule to the township prior to construction.

#### 11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

11.1. The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract and bonds required within 10 (ten) days after she/he 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.

#### 12. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- 12.1. Bidder must agree to commence Work on the project and the various elements thereof on or before the date(s) specified below or as modified in a written "Notice to Proceed" of the Owner and to fully complete the various elements and the total project within the time and/or consecutive calendar days thereafter so stated. Bidder also agrees to pay as liquidated damages the sum as stated for each consecutive calendar day thereafter as hereinafter provided. Where a start date is not stated, Bidder agrees to start work at such time that the Contract is completed no later than the date(s) or time(s) specified.
- 12.2. Anticipated Notice to Proceed date is July 25, 2023.
- 12.3. Substantial Completion shall be achieved by October 30, 2023.
- 12.4. Liquidated damages shall be assessed at \$250.00 per calendar day for each day past the completion date.

#### 13. EROSION CONTROL AND STORM WATER MANAGEMENT

13.1. Bidder must agree to commence Erosion Control and Storm Water Management Work on the project and the various elements thereof on or before the beginning of any sequence of work per the Contractor's approved Storm Water Management Plan.

#### 14. ADDENDA AND INTERPRETATIONS

emailed 14.1 **Every** request for such interpretations should be Fiscalofficer9124@yahoo.com addressed to the Shalersville Township Trustees, 9090 St. Rt. 44, Ravenna, OH 44266. and to be given consideration must be received at least (3) three days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be electronically transmitted by email to all prospective Bidders, not later than (2) two days prior to the date fixed for the opening of Bids. Each Bidder is required to provide an email address and phone number for such purposes. Failure of any Bidder to provide an email and phone number or to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the Contract Documents. The Bidder shall initial all addenda to this proposal and insert them as a part of this proposal in the space provided for same herein. Failure to insert all addenda may render the Bid proposal invalid. Bid Documents picked up or mailed after issuance of an Addenda or Interpretation shall include same.

#### 15. SECURITY FOR FAITHFUL PERFORMANCE (BONDS)

- 15.1. Simultaneously with their delivery of the executed Contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and/or furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The surety on such Bond or Bonds shall be a duly authorized surety company satisfactory to the Owner. No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated. Each person or entity bidding for a Contract with the Owner for the supply of labor, materials and/or for the construction, alteration, repair or reconstruction of any public improvement is required to file with its Bid a Bid Bond in the amount of one hundred percent of the amount of the Bid. Such Bid Bond shall be separate from any performance or payment bond tendered. The Bid Bond provided shall be subject to payment to the Owner as follows:
- 15.1.1. The return of the Bid Bond shall be conditioned upon the Bidder entering into a proper contract in accordance with the Bid, plans and specifications after the acceptance of the Bid and Notice of Award of the Contract.
- 15.1.2. If for any reason other than as authorized by section 9.31 of the Ohio Revised Code, the Bidder fails to enter into the Contract, the Owner may enter into a Contract with the next lowest responsible and responsive Bidder and the Bidder and its surety shall be liable to the Owner for the difference between the amount of Bidder's Bid and the amount of the Bid of the Bidder being awarded the Contract, or for a penal sum not to exceed ten percent (10%) of the amount of the Bid, whichever is less. Within ten (10) calendar days of the receipt of the Notice of Award of a Contract, the successful Bidder shall provide to the Owner a Performance Bond in the amount of the Contract to indemnify the Owner against all damage suffered by failure to perform the Contract according to its provisions and in accordance with the plans, details, specifications, including all attorneys' fees, liquidated damages and costs associated with the default or termination of the Contractor and/or for any corrective work not properly completed by the Contractor. Within ten (10) calendar days of the receipt of the Notice of Award of a contract, the successful Bidder shall provide to the Owner a Payment Bond in the amount of the Contract to pay all lawful claims of Subcontractors, materialmen, and laborers for labor performed and material furnished in carrying forward, performing, or completing the Contract and such undertaking shall be for the benefit of any Subcontractor, materialmen, or laborer having a just claim, as well as for the Owner. In lieu of separate Bid, Performance and Payment Bonds the Owner may accept one bond satisfying each of these separate requirements provided, however, that a separate penal sum must apply to the Performance and Payment Bond provisions of such bond. The Contractor shall submit with its Application for Final Payment a Maintenance Bond in the amount of ten percent (10%) of the Contract amount. Such Bond shall be conditioned to guarantee all materials and workmanship furnished pursuant to the Contract for a period of one year from the date referenced in the Certificate of Final Completion. The release of the Maintenance Bond upon the expiration of one year shall not constitute or be deemed to be a release or waiver of any other claim or right which the Owner may have with respect to Work performed by the Contractor which is defective or does not conform to the Contract Documents. 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.

#### 16. NOTICE OF SPECIAL CONDITIONS

- 16.1. Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:
- 16.1.1. Inspection and testing of materials.
- 16.1.2. Insurance requirements.

#### 17. LAWS AND REGULATIONS

17.1. The Bidder's attention is directed to the fact that all applicable Federal, State, and local laws, municipal ordinances, and 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.

#### 18. MATERIAL GUARANTY

18.1. Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the Work together with samples, which samples may be subjected to the test provided for in these specifications to determine their quality and fitness for the Work. Failure of the Owner to implement this requirement prior to award of the Contract shall not relieve the Bidder of the need to furnish such at a later time.

#### 19. METHOD OF AWARD

19.1. The Owner reserves the right to reject any and all Bids, to waive any and all informalities or technicalities, and to disregard all non-conforming, non-responsive or conditional Bids. The right is reserved to advertise for new proposals if in the judgment of the awarding authority the best interests of the Owner will be promoted thereby. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the proposal by the unit and lump sum Bid prices. In the event of a discrepancy between a unit Bid price and extension thereof, the unit Bid price shall govern. In evaluating Bids, the Owner may consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. If the proposal form contains provisions for alternate Bids, the Owner reserves the right to combine all or none or any number of alternates in any order with the base Bid. Alternates may be either additive or deductive when combined with the base Bid as will be clearly indicated on the proposal form and as described elsewhere in the Contract Documents. The intent of the Owner is to construct the project within the estimated amount of funds available to finance the construction. The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations are submitted. The Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Owner's satisfaction.

#### 20. AWARD OF CONTRACT

20.1. If the Contract is to be awarded, it will be awarded to the lowest and best Bidder whose evaluation by Owner indicated to Owner that the award will be in the best interests of the project and will be made within 30 calendar days after the opening of proposals to the lowest or best Bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the contract. The successful Bidder will be notified, by letter or "Notice of Award" form mailed to the address shown on his proposal, that his Bid has been accepted and that he has been awarded the Contract. No Contract will be awarded if the price of the Contract is in excess of the available funds allotted for the construction.

#### 21. <u>CANCELLATION</u> OF AWARD

21.1. The Owner reserves the right to rescind the award of any Contract at any time before the execution of said Contract by all parties without any liability against the Owner.

#### 22. RETURN OF PROPOSAL GUARANTY

22.1. Bid Bonds will not be returned because they automatically expire.

#### 23. EXECUTION OF CONTRACT

23.1. The Contract shall be signed by the successful Bidder and returned, together with the Certificate of Compliance from the Industrial Commission, Contract Performance and Payment Bonds and other required Contract Documents, within 10 days after the Bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the Owner until the execution of the Contract. If the Contract is not executed by the Owner within 20 days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw his Bid without prejudice.

#### 24. FAILURE TO EXECUTE CONTRACT

24.1. Failure to execute the Contract and file acceptable bonds shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under Contract or otherwise, as the Owner may decide.

#### 25. <u>INTENT OF CONTRACT</u>

25.1. The intent of the Contract is to provide for the construction and completion in every detail of the Work described. The Contractor shall perform all items of Work covered and stipulated in the proposal and perform altered and extra Work, furnish all labor, materials,

equipment, tools, transportation and supplies required to complete the work in accordance with the plans, specifications and terms of the Contract. Should any misunderstanding arise as to the intent or meaning of the plans, specifications, special provisions or proposal, or any discrepancy appear, the decision of the Owner shall be final and conclusive.

#### 26. ALTERATION OF PLANS OR CHARACTER OF WORK

26.1. The Owner reserves the right to make, at any time during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the size, grade and/or alignment of the road(s) or structure(s) or both, as may be found to be necessary or desirable. Such increases or decreases and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract. Unless such alterations and increases or decreases materially change the character of the Work to be performed or the unit costs thereof, the altered Work shall be paid for at the same unit prices as other parts of the Work. No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of Work as done. If, however, the character of the Work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the Work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Owner may determine to be fair and equitable.

#### 27. PAYMENT FOR WORK

27.1. The Bidder's attention is directed to the fact that measurement and payment for different aspects of the Work vary. Measurement and payment may vary substantially from methods used by the Ohio Dept. of Transportation or other commonly recognized agencies. Payment of some of the Work is included in other items. Also, where Work is identified in the Contract Documents and not called out to be paid for under a specific item, the costs for the Work shall be included in all of the pay items.

#### 28. INCIDENTAL ITEMS

28.1. The Bidder's attention is called to the fact that prices paid for specific items may include the cost of other items incidental to the Work such as top soiling and seeding, restoration of pavement around a structure adjusted to grade, finishes, testing and similar items necessary to provide a complete and functioning product.

#### 29. PRICES TO INCLUDE

29.1. The prices Bid must include the cost of furnishing all necessary materials, equipment, labor, testing, tools and incidentals for the complete performance of all Work items set forth in this proposal, described in the specifications and indicated on the plans.

#### 30. MEASUREMENT OF INSTALLED QUANTITIES

30.1. It is the responsibility of the Contractor to keep and maintain accurate measurements, and the Contractor shall submit copies of records of quantities placed and materials used to receive payment for the Work. The exact location, measured from an established baseline, the exact elevation, measured from an established benchmark, and the exact dimension of every item installed shall be made and recorded by the Contractor and copies of the record of such measurements shall be furnished to the Owner as the Work progresses.

#### 31. FURNISHING MATERIAL TO BE TESTED

31.1. Bidders offering proposals for the furnishing and placing of any material of standard or patented nature may be required, prior to the awarding of the Contract, to submit such material to test as herein set forth or as may be required by the Owner. All material to be furnished and tests made shall be at the expense of the Bidder. Failure of the Owner to implement this requirement prior to award of the Contract shall not relieve the Bidder of the need to furnish such at a later time.

#### 32. ALTERNATIVE PRODUCTS

32.1. These specifications may describe a few products by proprietary names and require the use of those particular products "or equal". In such cases, all Bidders shall submit Bids based upon the use of the products specified and, if they so desire, may submit an alternative Bid or Bids predicated upon the use of products alleged to be "equal" to those mentioned in these specifications. Such alternative Bids shall consist of exact deductions from or additions to the basic Bid stated in the regular proposal and shall be in the form of a letter accompanying the Owner's regular proposal which shall not be changed in any way by the Bidder. Bids based upon the use of alternative products must be accompanied by complete specifications covering those products together with such available test data and experience records as may be helpful to the Owner in evaluating the quality or suitability of the alternative products. The Owner will compare all Bids, first upon the basis of use of the proprietary products and second, upon the use of alternative products. No consideration will be given to proposals for alternative products unless submitted with the original Bid.

#### 33. OUT OF STATE CORPORATIONS

33.1. Particular attention is called to the requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.

#### 34. UNDERGROUND UTILITIES

34.1. The Contractor's attention is directed to Section 153.64 of the Revised Code of the State of Ohio regarding identification and location of underground utility facilities in relation to construction of public improvements and to his responsibilities thereunder. Information pertaining to existing underground facilities may be obtained from the contact list on the next page. The contact list is provided as a convenience and it should be noted that the individual companies change their contact personnel on a frequent basis. The contact number may also

change. The contractor will need to contact the Shalersville Township Road Supervisor, Dean Engelhart, 330-297-5537 at least 48 hours in advance of any utility markings.

#### Ohio Utilities Protection Service

PH: 1-800-362-2764

#### AT&T

Maurice Jones, Engineering Department 50 W. Bowery St. 6<sup>th</sup> Floor Akron, OH 44308

PH: 330-384-4349 FAX: 330-384-9866 Email: <u>mj5192@att.com</u>

#### The Dominion East Ohio Gas Company

Tracey Stevens – External Affairs Manager

Tracey Stevens@dom.com 4725 Southway Street, SW Canton, OH 44706

PH: 330-478-3104 CELL: 330-204-0922 FAX: 330-478-3727 Toll Free: 866-478-5778

#### MCI Telecommunications

PH: 972-729-6016

#### First Energy / OH Edison

David L. Miller Supervisor of Engineering Services Area Manager for Kent 1910 W. Market Street. Akron, OH 44313 PH: 330-384-4720

NO FAX

Email: millerdl@firstenergycorp.com

Prospective Bidders are advised that the Owner does not guarantee the location of any subsurface structure, nor the true character of any sub-surface material shown on the contract drawings. The indication of these items or materials on the drawings are based upon the best data available but are not to be regarded as conclusive.

#### 35. EXPERIENCE RECORD

35.1. The Bidder shall submit an Experience Record with their Bid.

PREVAILING WAGE SUBMISSION INSTRUCTIONS AND SAMPLE FORMS

NUMBER OF PAGES INSERTED: NONE

#### **PREVAILING WAGE INSERT**

NUMBER OF PAGES INSERTED: NONE

# Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Change #: LCN01-2022sksLoc18hevhwyl

Craft: Operating Engineer Effective Date: 05/25/2022 Last Posted: 05/25/2022

	BI	Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate		
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Operator Class A	\$43	1.68	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.93	\$78.77
Operator Class B	\$4:	1.58	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.83	\$78.62
Operator Class C	\$40	0.54	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.79	\$77.06
Operator Class D	\$39	9.32	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.57	\$75.23
Operator Class E	\$34	4.03	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$50.28	\$67.29
Master Mechanic	\$4.	1. 93	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.18	\$79.14
Apprentice	Per	cent										
1st Year	50.00	\$20.84	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.09	\$47.51
2nd Year	60.00	\$25.01	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.26	\$53.76
3rd Year	70.00	\$29.18	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.43	\$60.01
4th Year	80.00	\$33.34	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.59	\$66.27
Field Mech Trainee												
1st year	50.00	\$20.84	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.09	\$47.51
2nd year	60.00	\$25.01	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.26	\$53.76
3rd year	70.00	\$29.18	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.43	\$60.01
4th year	80.00	\$33.34	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.59	\$66.27

Special Calculation Note: Other: Education & Safety Fund is \$0.09 per hour. \*Misc is National Training

Ratio:

Jurisdiction ( \* denotes special jurisdictional note ) :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 69 will not be subject to the apprenticeship ratios in this collective bargaining agreement

## ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

#### Special Jurisdictional Note:

#### Details:

\*\*Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% if required to have a CDL.

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Cranes (all types); Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fuel and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil

Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic

# Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change #: LCRO1-2021fbBldgHevHwy

Craft: Truck Driver Effective Date: 05/21/2021 Last Posted: 05/21/2021

	BHR			Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor- Tandems	\$29	0.24	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06
Apprentice	Per	cent										
First 6 months	80.00	\$23.39	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.59	\$51.29
7-12 months	85.00	\$24.85	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.05	\$53.48
13-18 months	90.00	\$26.32	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.52	\$55.67
19-24 months	95.00	\$27.78	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.98	\$57.87
25-30 months	100.00	\$29.24	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06

Special Calculation Note: No special calculations for this skilled craft wage rate are required at this time.

Ratio:

3 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE,
BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK,



CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

#### Special Jurisdictional Note:

#### Details:

\*\* Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

## Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 2

Change #: LCN01-2022sksLaborHevHwy2

Craft: Laborer Group 1 Effective Date: 06/01/2022 Last Posted: 06/01/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Laborer Group 1	\$3	4.95	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.15	\$64.62
Group 2	\$3	5.12	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.32	\$64.88
Group 3	\$3	5.45	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.65	\$65.37
Group 4	\$3	5.90	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$48.10	\$66.05
Watch Person	\$2	7.25	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.45	\$53.08
Apprentice	Per	rcent				oj = E-SE						
0-1000 hrs	60.00	\$20.97	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.17	\$43.66
1001-2000 hrs	70.02	\$24.47	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.67	\$48.91
2001-3000 hrs	80.00	\$27.96	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.16	\$54.14
3001-4000 hrs	90.00	\$31.46	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.66	\$59.38
More Than 4000 hrs	100.00	\$34.95	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.15	\$64.62

Special Calculation Note: Watchman has no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

#### Ratio:

1 Journeymen to 1 Apprentice

3 Journeymen to 1 Apprentice thereafter

Jurisdiction ( \* denotes special jurisdictional note ) :

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

Special Jurisdictional Note: Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction



#### Details:

#### Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, \*Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

\*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

#### Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), \*\*\*Lead Abatement, Hazardous Waste (level C)

\*\*\*Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

#### Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

#### Group 4

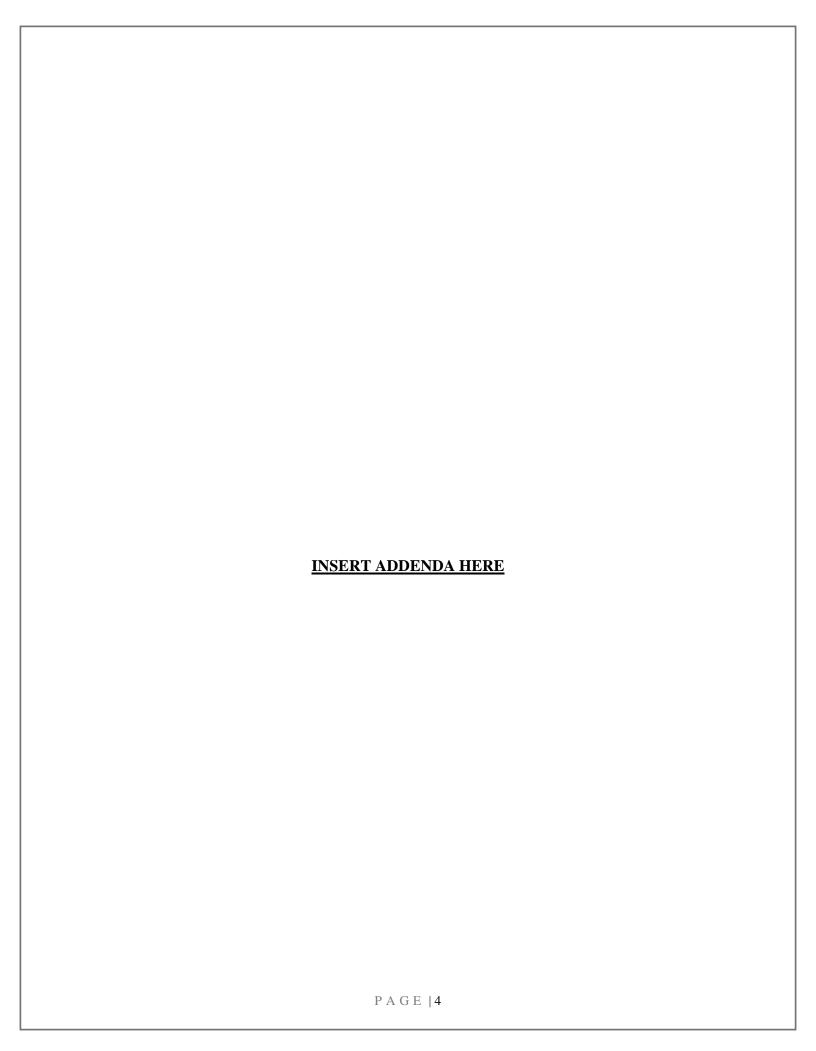
Miner, Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

#### **BIDDING FORMS INDEX**

BIDDING FORMS INDEX	1
INSERT ADDENDA HERE	2
EXPERIENCE RECORD	3
SUBCONTRACTORS	4
BID	6
BID GUARANTY BOND	8

NOTE: all bidding forms must be completed and submitted with the bid. Submit total book with bid, do not remove forms from contract book. Contractor may affix his own forms to those included herein provided they conform in all respects to those included herein.



#### **EXPERIENCE RECORD**

The Contractor is required to state below the character of previous WORK performed, alor with references, and other detailed information which will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Determination of satisfactor experience is at the sole discretion of the Trustees, Township of Shalersville, Ohio. (Addition sheets may be attached.)	ne ry
<u> </u>	
<u> </u>	

#### **SUBCONTRACTORS**

City's use in determining the best Bid: 1) A complete list of the Subcontractors proposed to utilized on the project; 2) The percent of Work to be performed by each Subcontractor; 3)	The
type of Work each will perform; and 4) The Subcontractor's record of experience, references, the names of their owners or corporate officers. See Non-collusion Affidavit Section 39	
Bidding Information. (Attach additional sheets if necessary).	7 111

# SHALERSVILLE TOWNSHIP <u>B I D</u>

(hereinafter

Proposal of \_\_\_\_\_

	_, or a/an corporation/partnership/
individual* doing business as:	
To Shalersville Township	
Gentlemen:	
The Bidder, in compliance with your invitated SHALERSVILLE TOWNSHIP PARK, DRIVEWA the Contract Documents including the plans and specified of the proposed work, and being familiar we construction of the proposed project including the proposes to furnish all labor, materials, and supplies with the Contract Documents, within the time set for These prices are to cover all expenses incurred in Contract Documents, of which this proposal is a part.	Y AND PARKING LOT having examined ecifications with related documents and the ith all of the conditions surrounding the availability of materials and labor, hereby, and to construct the project in accordance orth therein, and at the prices stated below a performing the work required under the
The Bidder hereby agrees to commence work und specified in the written "Notice To Proceed" provided to fully complete the project and its respective parts Documents. The Bidder further agrees to pay as lice each consecutive calendar day after the complet Documents.	d by the Shalersville Township Trustees and within the time as stipulated in the Contrac juidated damages the amounts indicated fo
The Bidder acknowledges receipt of the following ad	denda:

\*Delete corporation, partnership, or individual as applicable.

shown in words will govern.

#### **BID FOR LUMP SUM CONTRACT (Continued)**

Bidder agrees to perform all the work described in the specifications and shown on the plans for the price listed below and broken down on the following pages:

#### **GENERAL CONTRACT BID** (FOR ALL WORK)

Total for the sum of: \$_	 _	
(written amount)		

The Bidder understands that the Shalersville Township Trustees reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder shall not add any conditions or qualifying statements to this bid, otherwise the bid may be declared irregular and not responsive to the Advertisement for Bids.

The Bidder further agrees that their bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

* *	he acceptance of this bid, the Bidder will execute the formal days and deliver a Surety Bond or Bonds as required by the rity attached in the sum of
Contract Bocaments. The old secur	(\$) is to become the property of
<u>-</u>	vent the Contract and Bond are not executed within the time ges for the delay and additional expenses to the Township of
Submitted By:	
	(signature)
	(title)
	(company)
	(street address)
(Seal - if bid is by a corporation)	
	(city, state, zip code)

#### **BID GUARANTY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned	
	as principal
and	as sureties, are
and hereby held and firmly bound unto the Shalersville Township, Ohio as of the dollar amount of the bid submitted by the principal to the obligee of	
day of, <u>2023</u> to undertake the projection	ect known as:
The penal sum referred to herein shall be the dollar amount of the princincorporating any additive or deductive alternate proposals made by the referred to above to the obligee, which are accepted by the obligee. I exceed the amount of:	he principal on the date
dollars (\$	).
(If the foregoing blank is not filled in, the penal sum will be the amount including alternates. Alternatively, if the blank is filled in, the amount	
than the full amount of the bid including alternates, in dollars and cen acceptable). For the payment of the penal sum well and truly to be mad severally bind ourselves, our heirs, executors, administrators, successors	e, we hereby jointly and

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal has submitted a bid for Shalersville Township Trustees

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 and the other contract documents; 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 pays to 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.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or to the drawings or specifications therefore shall in any way affect the obligations of said surety on its bond.

	SS WHEREOF, we have her		
	day of	, <u>2023</u> .	
			Principa
Ву			
ïtle			
			Surety
<b>3</b> y			
ddress			
SEAL)			

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE ON THE TREASURY DEPARTMENT'S MOST CURRENT LIST (CIRCULAR 570 AS AMENDED) AND BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

#### **CONTRACT FORMS INDEX**

CONTRACT FORMS INDEX	10
CONTRACT	11
CERTIFICATE OF DIRECTOR OF LAW	ERROR! BOOKMARK NOT DEFINED.
APPROVAL OF BOARD OF CONTROL	ERROR! BOOKMARK NOT DEFINED.
CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE	ERROR! BOOKMARK NOT DEFINED.
NONCOLLUSION AFFIDAVIT	14
DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT	15
PERFORMANCE AND PAYMENT BOND	16
INSERT CERTIFICATE OF INSURANCE HERE	18
CERTIFICATE OF ENGINEER	ERROR! BOOKMARK NOT DEFINED.
AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR	20
NOTICE OF AWARD	21
NOTICE TO PROCEED	22
CHANGE ORDER	22

#### **CONTRACT**

(The Bidder is cautioned not to fill in any of the following blanks. After the Contract is awarded the blanks will be filled in by the Shalersville Township.)

#### ARTICLES OF AGREEMENT

Between the Shalersville Township, Party of the First Part, and
, Contractor,
2.) Duly advertised for in the <u>Record-courier</u> commencing <u>July 6, 2023.</u>
3.) Bids opened by the Shalersville Township Trustee, July 18, 2023.
4.) Determination by the Shalersville Township Trustee that
Is the lowest and best Bidder
5.) Approved by Board of Control
6.) Contract awarded
THIS AGREEMENT, made and entered into this day of, in the year 2023 by and between the Party of the First Part, and Chairman Shalersville Township Trustee
Contractor Party / Parties of the Second Part:

WITNESSETH: That the said <u>Party/Parties</u> of the Second Part <u>has/have</u> agreed, and by these presents <u>do/does</u> agree, with the said Party of the First Part, for consideration named in said proposal, to furnish at <u>his/their</u> own proper cost and expense all the necessary materials and labor of every description and to carry out and complete in a good, firm and substantial manner the improving of SHALERSVILLE TOWNSHIP PARK, DRIVEWAY AND PARKING LOT in accordance with plans and profiles on file in the office of the Shalersville Township Trustees and in accordance with the specifications and Contract Documents hereinafter mentioned, subject to such changes as may be made from time to time by said Shalersville Township Trustees.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice To Proceed" provided by the Shalersville Township Trustees and to fully complete the project and its respective parts within the time as stipulated in the specifications. The Bidder further agrees to pay as liquidated damages the amounts indicated for each consecutive calendar day after the completion date(s) as provided in the Contract Documents.

It is agreed by and between the parties hereto that the "Contract Documents" and all of the provisions therein contained, together with such additions or amendments to said specifications as are attached to this Proposal, together with the plans, profiles and estimates for this work on file at the Shalersville Township, are made a part hereof as though all of the items herein before enumerated had been fully rewritten herein.

IN WITNESS WHEREOF, the said Shalersville Township has caused its name and corporate seal to be affixed by the Chairman, Shalersville Township Trustee, and the said Party of the Second Part set his hand and seal on the day and year aforesaid.

Shalersville Township		
BY:		
Chairman, Shalersville Township Trustee		
INDIVIDUAL, FIRM OR CORPORATION		
BY:		
Officer of Corporation		
or Member of Firm		
(WHEN CONTRACTOR IS A		
CORPORATION, ADD:)		
(SEAL)	ATTEST:	
		Fiscal Officer

#### **NONCOLLUSION AFFIDAVIT**

Bid Identification: SHALERSVILLE TO CONTRACTOR		AND PARKING LOT
, being first duly sworn, deposes and says	s that he is	
	(sole owner, a par	rtner, president, secretary, etc.)
of	, the party mak	ing the foregoing BID;
that such BID is not made in the interest of association, organization, or corporation; bidder has not directly or indirectly induced and has not directly or indirectly collude else to put in a sham BID, or that any organized manner, directly or indirectly, sought by a BID price of said BIDDER or of any of such BID price, or of that of any other awarding the contract or any one interested BID are true; and, further, that said BID any breakdown thereof, or the contents that and will not pay any fee in connection the organization, BID depository, or to any material person or persons as have a partnership business.	; that such BID is genuine and noted or solicited any other BIDDE ed, conspired, connived, or agreed the shall refrain from bidding; that agreement, communication or conther BIDDER, or to fix any overher BIDDER, or to secure any action of the proposed contract; that a DDER has not, directly or indirect thereof, or divulged information of the herewith, to any corporation, partnerment or agent thereof, or to any	ot collusive or sham; that said ER to put in false or sham BID, if with any BIDDER or anyone at said BIDDER has not in any inference with any one to fix the nead, profit, or cost element of dvantage against the OWNER all statements contained in such the submitted his BID price or or data relative thereto, or paid enership, company, association, other individual except to such
Signed:		
Subscribed and sworn to before me this		
	day of	, <u>2023</u> .
	Seal of Notary	

## **DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

Bid Identification: SHALERSVILLE TOW	NSHIP PARK, DRIVEWAY AND PARKING LOT
CONTRACTOR	
, being first duly sworn, deposes and says th	(sole owner, a partner, president, secretary, etc.)
of	, the party making the foregoing BID;
	tion 5719.042 of the Ohio Revised Code, that at the time the as not) charged with delinquent personal property taxes on the
	County, Ohio.
If such charge for delinquent personal prope	erty tax exists on the General Tax List of Personal Property for
	County, Ohio, the amount of such due and unpaid penalties and interest shall be set forth below.
A copy of this statement shall be transmitted (30) days of the date it is submitted.	ed by the Fiscal Officer to the County Treasurer within thirty
Delinquent Personal Property Tax \$	
Penalties \$	
Interest \$	
Signed:	
Subscribed and sworn to before me this	day of, <u>2023</u> .
Seal of Notary	
	Notary

#### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, the	at we, the undersigned	
	as principal,	
and	as sureti	ies,
are hereby held and firmly bound unto the Shale	rsville Township, Ohio in the penal sum of	
	dollars (\$	),
for the payment of which well and truly to be a heirs, executors, administrators, successors and a	made, we hereby jointly and severally bind ourse assigns.	lves our
	TION IS SUCH, that whereas the above-named penter into a contract with said Shalersville Tow	_
which said contract is made a part of this bond the	ne same as though set forth herein;	

Now, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for materials furnished and labor performed in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen 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.

It is hereby further expressly understood and agreed that this bond is also given and made as a guaranty against defective material and workmanship in the said work covered by said contract for the one-year period as defined in the Contract Documents.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the drawings or specifications therefore shall in any way affect the obligations of said surety on its bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this		
day of	<u>, 2023</u> .	
	Principal	
By:		
	Surety	
Ву:		
(SEAL)		
NOTE: The date of bond mu partners shall execute the bond	be prior to the date of contract. If the Contractor is a Partnership, a	
	es executing bonds must appear on the Treasury Department's monded) and be authorized to transact business in the state where the projection	

	_
INSERT CERTIFICATE OF INSURANCE HERE	
(See General Conditions Article 14., Insurance for Requirements)	
P A G E  4	

### AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

#### PREVAILING WAGES

I,	,	
(Name of person signing affid	avit)	(Title)
of the $C*01$ , do hereby certify that the wages properties of the Contract to the Improvement		
during the following period from	, <u>2023</u> to	, 2023
is in accordance with the prevailing wage prese	cribed by the contract do	cument.
I further certify that no rebates or deductio indirectly made other than those provided by la		any person have been directly or
(Signature of Officer or Agent	i)	
Sworn to and subscribed in my presence this _	day of	, <u>2023</u> .
(Notary Public)		

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the Owner will release the surety and/or make a final payment due under the terms of the Contract.

## **NOTICE OF AWARD**

Bid identification: SHALERSVILLE IOWNSHIP	PARK, DRIVEWAY AND PARKIN	GLOI
Date:		
To: C*01 C*02 C*03		
The OWNER has considered the BID submitted by Advertisement for Bids dated <u>B*06</u> and <u>B*07</u> , and Conditions. You are hereby notified that your BID	Bidding Information, Instructions, R	equirements and
The following items shall be executed prior to the N Notarized Listing of Company Officials Non-collusion Affidavit Delinquent Personal Property Tax Affidavit		
You are required to execute and submit the followin The CONTRACT Ohio Workers' Compensation Certificate Performance and Payment BONDS Certificates of Insurance Listing of All Subcontractors W-9 Tax Information Form	g items within 10 days of Notice of A	
You are required to execute and submit the followin Schedule of Values Progress Schedule	g items within 5 days of Contract Exe	ecution:
If you fail to execute said CONTRACT and to furn NOTICE, the OWNER will be entitled to consider a of your BID as abandoned and as a forfeiture of youther rights as may be granted by law.	all your rights arising out of the OWN	ER'S acceptance
You are required to return an acknowledged copy five (5) calendar days of the date issued.	of this NOTICE OF AWARD to the	OWNER within
Owner: Shalersville Township Trustees Date: C*0	<u>6</u>	
By: Chairman, Shalersville Township Trustee		
ACCEPTANO Receipt of the above NOTICE OF AWARD is here!	CE OF NOTICE by acknowledged by:	
Contractor:	Date:	<u> </u>
By	Title	

## NOTICE TO PROCEED

		PARK, DRIVEWAY AND PARKING LOT
Date:	, <u>Y*1</u>	
_	<u>C*01</u> <u>C*02</u> <u>C*03</u>	
<u>Y*1</u> , on		ordance with the Agreement dated, the WORK within C*16 consecutive calendar day herefore C*15.
Owner:	Shalersville Township	
By	Chairman, Shalersville Township Trustee	
110101		
	ACCEPTANO	E OF NOTICE
Receipt	of the above NOTICE TO PROCEED is her	eby acknowledged by
Contract	tor:	, <u>Y*1</u>
Rv		Title

## **CHANGE ORDER**

Change Order No	Page No	of	
Date:, <u>Y*1</u> .			
Agreement Date:, <u>Y*1</u> .			
NAME OF PROJECT: SHALERSVILLE TOWNSHIP PARK, DRIVEWAY AND PARKING LOT CONTRACTOR: <u>C*01</u>			
The following changes are hereby made to the CONTRACT DOCUMENTS:			
Justification:			
Change to CONTRACT PRICE:			
Original CONTRACT PRICE	\$	0.00	
Current CONTRACT PRICE adjusted by previous CHANGE ORDER.	\$	0.00	
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (de	ecreased) by	0.00	
The new CONTRACT PRICE including this CHANGE ORDER will be	\$	0.00	
Change to CONTRACT TIME:			
The CONTRACT TIME will be (increased) (decreased) by caler	ndar days.		
The date for completion of all WORK will be, $\underline{Y^*1}$	<u>_</u> .		

By execution of this Change Order, the Contractor acknowledges that this Change Order adequately compensates the Contractor for any and all claims including, but not limited to, those relating to extra work, differing site conditions and/or delays, whether known or unknown, which the Contractor has or may have on the date hereof.

Change Order No	Page No of
	alter any other provisions of the Contract and will nonsation except for the amount set forth in this Chang
Requested by:	,
•	Title
Recommended by:	•
·	Title
Reviewed by:	
	Title
Ordered by:	
Ordered by.	Title
Approved by:(Owner / Contractor)	Title

#### **SPECIFICATION PAGE**

Minimum of 12 inches finished virgin aggregate of the driveway. 15 inches finished virgin aggregate on the parking lot. Placed in two lifts compacted on each lift. Minimum 8 inches, 1 and 2 choked out with 304.

Virgin Aggregate price
Alternate Bid #1
Can use recycled concrete as specified in bid.
Can use recycled concrete as specified in old.
Alternate #1 recycled concrete price price
Alternate Bid #2
Can use recycled double ground asphalt as specified in bid.
Alternate Bid #2 recycled asphalt price

ODOT Type D woven geotextile under the drive and parking area. Use this as a separator between the sub base and base.

Pre-Bid Meeting:

Walk through question-and-answer session Wednesday, July 12<sup>th</sup> at 12:00 pm. Meet at 9090 State Route 44, Rayenna, Ohio 44266

Topsoil spoils to be spread uniformly across marked areas to contour and grade. Spoils to the North of drive only as needed to smooth and level area. Including existing spoils and piles. No equipment within 4 feet of existing trees, and sloped to a mow-able grade (at least 12 to 1). All disturbed areas too be seeded.

#### SECTION 75.04 SEEDING

#### Article 4.1 General

The Work under this Section shall consist of providing all labor, equipment, and materials for the preparation of ground surfaces for the application and maintenance of seeded areas, fertilization, lime application (if necessary), watering, and mulching at locations shown on the Drawings or established by the Engineer.

All seeding shall be performed between May 1 and September 1. Seeding any other time will only be allowed upon written approval from the Engineer. Seeding shall not be done during windy conditions or when climatic or ground conditions would hinder placement or proper germination of seed mixes.

#### Article 4.2 Materials

#### A Seed

Seed shall conform to one of the following seed mix types and application rates:

Schedule A: Mowable Seed Mix Application Rate: 5 lbs/1,000 s.f.

Tall Fescue 70%
Perennial Rye 20%
Kentucky Blue 10%

B. Fertilizer shall be of standard commercial types supplied separately or in mixtures and furnished in moisture-proof containers. Each container shall be marked with the weight and the manufacturer's guaranteed analysis of the contents showing the percentage for each ingredient contained herein. The proportion of chemical ingredients furnished shall be a mixture such as to provide the total available nitrogen, phosphoric and potassium as required by the soil analysis or as specified in the Special Provisions.

Tolerances of the chemical ingredients shall be plus or minus two percent (+2%).

No Cyanamid compounds or hydrated lime will be permitted in mixed fertilizers.

#### C. Limestone

Limestone shall contain not less that eighty-five percent (85%) of calcium and magnesium carbonates. Agricultural ground limestone suitable for application by a fertilizer spreader shall conform to the following gradation:

	Minimum Percent
Sieve	<u>Passing</u> .
<u>Designation</u>	by Weight
# 10	100
#20	90
# 100	50

Fertilizer and limestone for use in a hydraulic sprayer shall be soluble or ground to a fineness that will permit complete suspension of insoluble particles in water.

#### D. Mulch

Shall be dried shredded peat moss; or cellulose wood or paper fiber such as "Astromulch," "Silvafibre," "Conwed," or approved equal.

#### E. Water

Water used in all operations shall be of potable quality.

#### Article 4.3 Application

#### A. Soil Preparation

After grading of areas has been completed in conformity with the lines and grades shown on the Drawings, and before beginning seeding operations, the areas to be seeded shall be cultivated to provide a reasonably firm but friable seedbed. Cultivation shall be carried to a depth of two inches (2"). On slopes steeper than 3:1, depth of cultivation may be reduced as directed by the Engineer. All cultivated areas shall be raked or cleared of stones (one inch [1") in diameter and larger), weeds, plant growth, sticks, stumps, and other debris or irregularities which might interfere with the seeding operation, germination of seed, or subsequent maintenance of the seed-covered areas. Contractor may be required to track-walk slopes 2:1 or over as directed in the Drawings or by the Engineer.

#### B. Fertilizer

Fertilizer shall be applied at a rate to provide two (2) pounds actual Nitrogen per thousand (1,000) square feet of area. In the absence of soil tests and direction from the Engineer, the Contractor shall apply 16-16-16 at the rate of twelve and

one-half (12.5) pounds per thousand (1,000) square feet. Fertilizer shall be in accordance with Section 75.04-Topsoil.

#### C. Limestone

Limestone, whether in liquid or dry form, shall be applied at a sufficient rate to attain a soil pH between 6.0 and 7.0.

#### D. Application Methods

Apply seed mixtures as specified under Article 5.2, Sub Article A - Seed at rates as specified and/or as directed by the Engineer. Seed, fertilizer, limestone, mulch, and water may be applied by the following methods:

#### 1. Hydraulic Method

Seeding by hydraulic methods shall consist of furnishing and placing a slurry made of seed, fertilizer, dried peat moss or cellulose wood fiber and water.

The dried peat moss or cellulose wood fiber shall be added to the water slurry in the hydraulic seeder after the proportionate amounts of seed and fertilizer have been added. The slurry mixture shall then be combined and applied in such a manner that the rate of application will result in an even distribution of all materials.

Hydraulic seeding equipment shall be capable of maintaining a continuous agitation so that a homogeneous mixture can be applied through a spray nozzle. The pump shall be capable of producing sufficient pressure to maintain a continuous, non-fluctuating spray capable of reaching the extremities of the seeding area with the pump unit located on the roadbed. Sufficient hose shall be provided to reach areas not practical to seed from the nozzle unit situated on the roadbed.

#### 2. Dry Method

Mechanical spreader, seed drills, landscape seeder, cultipacker seeder, fertilizer spreader, or other approved mechanical spreading equipment may be used when seed and fertilizer are to be applied in dry form.

Fertilizer shall be spread separately at the specified rates, and then incorporated in one operation to a minimum depth of two inches (2"). Seeded areas shall be compacted within twenty-four (24) hours from the time the seeding is completed, weather and soil conditions permitting, by cultipacker, roller or other equipment satisfactory to the Engineer. Compacting equipment shall be operated at right angles to the slope. Compaction shall not be performed when the soil is in such condition that it

will be picked up by the equipment, nor shall heavy soils be compacted unless directed by the Engineer.

#### 3. Hand Method

Hand broadcasting by means of portable, hand operated mechanical spreaders or "by hand" may be substituted for the preceding two (2) methods provided that the application rate is twice that of the dry method, and that the application is applied in a minimum of two (2) passes over the areas to be seeded (at ninety degrees [90°] to one another in order to assure uniform and even coverage to all seeded surfaces).

#### Article 4.4 Maintenance

All maintenance shall be in accordance with Section 75.02, Article 2.4 - Maintenance.

The Contractor shall protect seeded areas from damage from all traffic, whether people, animals, on or off road vehicles, or any other causes which may damage newly seeded and maintained surfaces. Surfaces damaged shall be repaired by regrading, reseeding (including all specified amendments), as directed by the Engineer, at no additional cost to the Owner. The Contractor shall otherwise maintain seeded areas in a satisfactory condition until Final Acceptance of the Work.

On the fortieth (40<sup>th</sup>) day of the maintenance period, the Contractor shall apply one application of fertilizer (16-16-16) at the rate of seven (7) pounds per thousand (1,000) square feet.

#### Article 4.5 Measurement

The quantity of seeding to be paid for shall be the number of thousand (1,000) square foot units, measured to the nearest 0.1 unit on the ground surface. The quantity of seeding specified shall include all cultivating, seed, limestone, if required, fertilizer and mulch material of the type specified, complete and accepted.

## STORM WATER POLLUTION PREVENTION (SWIPP) PLAN

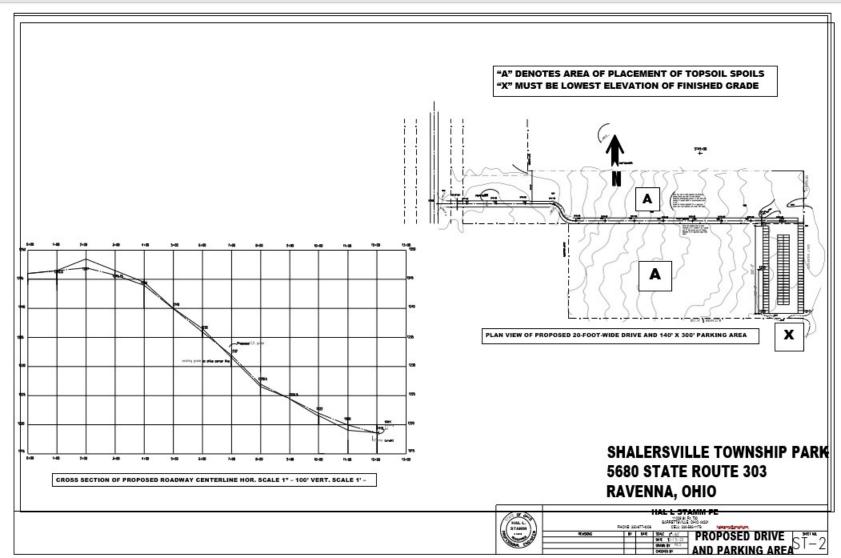
# CONTRACTOR IS RESPONSIBLE TO: FILE NOTICE OF INTENT AND NOTICE OF TERMINATION

#### **GENERAL NOTES**

- 1. ALL WORK SPECIFIED AS A DEPARTMENT OF TRANSPORTATION ITEM SHALL BE GOVERNED BY THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS AS WELL AS THE CURRENT EDITION OF THE LOCAL JURISDICTION STORM WATER MANAGEMENT MANUAL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO POSSESS AND TO BE FAMILIAR WITH THE APPLICABLE SECTIONS.
- 2. THESE CONTRACT DRAWINGS SHALL BE MADE AVAILABLE ON SITE AT ALL TIMES AND PRESENTED UPON REQUEST. IF UNFORESEEN STORM WATER POLLUTION IS ENCOUNTER, ADDITIONAL STORM WATER POLLUTION PREVENTION (SWPP) MEASURES SHALL BE IMPLEMENTED TO MANAGE THE CURRENT SITE CONDITIONS WHICH MAY BE REQUESTED BY THE OWNER, COUNTY ENGINEER, PROJECT MANAGER OR SOIL AND WATER CONSERVATION SERVICE REPRESENTATIVE AT ANY TIME. SUCH REQUESTS AND CHANGE IN SITE CONDITIONS SHALL BE IMPLEMENTED IMMEDIATELY AT CONTRACTOR'S EXPENSE.
- 3. ALL STORM WATER POLLUTION PREVENTION PRACTICES SHALL BE INSTALLED BEFORE ANY OTHER EARTH MOVING OCCURS.
- 4. SEDIMENT BARRIERS SHALL BE INSTALLED DOWNSLOPE OF DISTURBED AREAS. SEDIMENT BARRIERS SHALL BE INSTALLED ALONG LEVEL CONTOURS. MAXIMUM CONTRIBUTING DRAINAGE AREA TO SEDIMENT BARRIERS SHALL BE PER THE CURRENT STATE'S EPA OR THE LOCAL AUTHORITY REQUIREMENTS. COMPOSITE FILTER SOCKS USED IN LIEU OF SILT FENCE SHALL BE A MINIMUM OF 12 INCHES IN DIAMETER.
- 5. SILT BARRIERS SHALL BE INSTALLED AROUND ALL EXISTING AND NEW STORM INLETS, CATCH BASINS AND YARD DRAINS. INSTALL ROCK CHECK DAMS FOR HEADWALL INLETS FOR STORM WATER POLLUTION PREVENTION.
- 6. STORM WATER POLLUTION PREVENTION MEASURES SHALL BE INSTALLED AROUND ALL DIRT OR TOPSOIL STOCKPILES AND OTHER TEMPORARILY DISTURBED AREAS AS MAY BE SHOWN ON THESE PLANS AND/OR AS DIRECTED BY THE ENGINEER OR THE LOCAL AUTHORITY HAVING JURISDICTION.
- 7. SILT BARRIERS, CONSTRUCTION ENTRANCES, AND SILT PERIMETER CONTROLS SHALL REMAIN IN PLACE UNTIL A GOOD STAND OF GRASS HAS BEEN OBTAINED AND/OR PAVING OPERATIONS ARE COMPLETE. CONTRACTOR SHALL KEEP SILT FROM ENTERING ANY STORM DRAINAGE SYSTEM. ONCE SITE HAS BEEN COMPLETELY STABILIZED, ANY SILT IN PIPES AND DRAINAGE SWALES SHALL BE REMOVED WITHIN 10 DAYS.
- 8. ALL EXISTING WATER COURSES WITHIN THE PROJECT LIMITS SHALL BE TEMPORARILY PROTECTED DURING LAND CLEARING AND GRADING OPERATIONS. SOLS WITHIN 50 FEET OF SAID WATER COURSES SHALL BE STABILIZED WITHIN 2 DAYS OF THE INITIAL CLEARING / GRADING OPERATION.
- 9. CONSTRUCTION ENTRANCE SHALL BE UTILIZED. IF CONDITIONS ARE SUCH THAT MUD IS COLLECTING ON VEHICLE TIRES, THE TIRES MUST BE CLEANED BEFORE THE VEHICLES ENTER THE PUBLIC ROADWAY. THE SITE ENTRANCE SHALL BE MAINTAINED IN CONDITION THAT WILL PREVENT THE TRACKING OR FLOW OF MUD ONTO THE PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO THE ROADWAY MUST BE REMOVED PROMPTLY.

## STORM WATER POLLUTION PREVENTION (SWIPP) PLAN

- 10. IF FOR ANY REASON, THE PROJECT IS SUSPENDED, THE CONTRACTOR SHALL ENSURE THAT ALL INSTALLED EROSION MEASURES ARE FUNCTIONING AND PROPERLY MAINTAINED DURING THIS PERIOD, AND THAT ALL BARE SOILS ARE SEEDED AND MULCHED WITH TEMPORARY SEED MIXTURE.
- 11. CONCRETE WASHOUT FACILITY (IF APPLICABLE) SHALL BE CONSTRUCTED IN ACCORDANCE WITH PLAN DETAILS AND LOCAL GOVERNING AUTHORITY REGULATIONS AND INSTRUCTIONS.
- 12. IMPLEMENTATION OF EROSION AND SEDIMENT CONTROLS SHALL CONFORM TO STATE OF OHIO CONSTRUCTION GENERAL PERMIT #OHC000005 AND THE PORTAGE COUNTY ENGINEER. IF A CONFLICT EXISTS BETWEEN THE TWO REGARDING EROSION AND SEDIMENT CONTROL IMPLEMENTATION, THE MORE RESTRICTIVE SHALL APPLY.



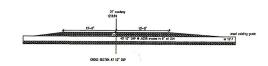


### **DRIVEWAY 12 inches**



### **PARKING 15 inches**

12" to 15" AS SPECIFIED OF COMPACTED AGGREGATE WITH ODOT TYPE "D" WOVEN GEOTEXTILE ON COMPACTED BASE



eds ellig pub wie (20 102)

CROSS SECTION THRU PAPPING LO

SEED ALL AREAS DISTURBED BY CONSTRUCTION OF ROAD AND PARKING LOT

## SHALERSVILLE TOWNSHIP PARK 5680 STATE ROUTE 303 RAVENNA, OHIO



HAL L STAMM PE				
11029 St. Rt, 700				
GARRETTSVILLE, OHIO 44231 PHONE 330-977-4006 CELL 330-592-1176 halstamm@gmail.com				
	RE4SIONS BY	DATE SCALE 3/16-1'	DRIVE & PARKI	NG SHEET NO.
-		DATE 12-15-22 DRAWN BY HLS	DITIVE & I MITTE	CT_Z
-		DRAWN BY HLS	ADEA RETAILS	

## FREQUENTLY ASKED QUESTIONS July 12, 2023

- 1. Why so much material being moved out?
  - a. Due to the requirements as stated in the bid packet of 12 inches and 15 inches minimum of topsoil soil being removed to reach the required base.
- 2. Is ODOT 304 gravel acceptable? And crushed base 1 and 2?
  - a. Refer to the bid packet as listed.
- 3. Is the fabric to be placed in between the gravel?
  - a. No, it is to be placed (1st) on the bottom, as stated in the (refer to) Bid Packet.
- 4. One page in the packet states to use one type of material and another page states a different type of material? Which is the correct?
  - a. There is an option available in the Bid Packet to submit 3 separate bids.
    - 1. Original (main) bid required Virgin material (refer to) Bid Packet sand/gravel/limestone
    - 2. Alternate Bids 2 and 3 Recycled (refer to) Bid Packet, crushed concrete, crushed asphalt with a courser base and fine top.
    - 3. The 3 bids can go on the spec page where they are listed with the line next to them.
- 5. Will there be any drains, need inlet protection, sediment control?
  - a. Refer to the SWIPP. Drain to flow to the Southeast corner of the parking area.
  - b. Top soil is to be spread on the property and filling in holes as required for the drainage per the Bid Packet. (Southeast Corner of Parking Area)
- 6. Has the land been surveyed?
  - a. Yes.
- 7. Is the Base following ODOT requirements on compactions?
  - a. Refer to Bid Packet
- 8. How many swells. What if the Driveway is lower than the Parking Lot?
  - a. There will be swell ditches on both sides of driveway as per the Bid Packet.
  - b. If you leave the divot along the drive, and need to move the driveway a little that is acceptable.
- 9. Can we shoot the elevation?
  - a. We encourage all who are interested in bidding to contact the Trustees, to come and shoot the elevation.
  - b. We encourage all who are interested in bidding to come and take test holes.
- 10. If the root system is 4' from the 1st tree, how far do you want us to move from it.
  - a. You can move north of the tree; 10 feet is best. THIS APPLIES TO THE FIRST TREE CLOSEST TO STATE ROUTE 44 ONLY.

- 11. What if, after planting and seeding 4-wheelers damage the area. Who is responsible?
  - a. Refer to Bid Packet.
- 12. Are the alternate prices to be addition / subtraction's of the base bid or total prices?
  - a. As explained in the bid packet the original bid and the 2 alternate bids would be 3 separate bids. (see bid packet)

#### ADDITIONAL COMMENTS:

Mixed bid is not allowed, you cannot add virgin material and recycled material on the same bid. You will need to make the original bid and then an alternate bid. (Refer to the Bid Packet)

You are to use the existing driveway and all trees will remain, the profile of the driveway.

Remove topsoil (spoils and old piles) leave and stay away from trees when spreading and following the natural flow of the current water drainage.

After the project is done, this will be a park and mow-able area. From the Maple tree stay on the park side, this won't go to the property line.

This project will not be stacked out.

The driveway (divot) will turn into the center of the Parking area with swells to direct the water.