



Athenstwp.com

## *Athens Township*

Athens County, Ohio  
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### **ATWP-CHIP/FOG SEAL 2023**

- The Athens Township Board of Trustees will be accepting bids for Chip/Fog seal.
- Sealed bids for the TOWNSHIP CHIP/FOG SEAL will be accepted up into **June 13<sup>th</sup> 2023** 5:30 PM. At this meeting the Board of Trustees will open bids and announce bidders and bid prices.
- The Trustees will then review the bids and award. If the Trustees chose to do so they may review the bids until the following meeting, July 27<sup>th</sup> 2023 at 5:30 pm when they shall award the contract.
- The estimated time frame for this project to begin is July/August 2023.
- The purposed project will consist of and estimated **10 lane miles** of township roadway that have been leveled by Township force.
- Bidders **must comply with** the **Prevailing Wage** rates on Public Improvements in Athens County as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration 614.644.2239.
- **A copy of certified payroll shall accompany all pay requests.**
- The Board of Trustees of Athens Township, Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens Township.
- Contractor compliance with the equal employment opportunity requirements of OAC Chapter 123 is required.
- Each bid shall have filed with it a bid guaranty in the form of a certified check, cashier's check, or letter of credit revocable only at the option of Athens Township for the amount of \$1000

## Surface preparation and weather

1. Broom or suction sweep the pavement prior to, in compliance with ODOT 422
  - a. For areas un-accessible to equipment, and if necessary, clean areas with a hand broom.
2. Place the chip seal only when the **pavement temperature** is **60 °F** or above
3. Place the chip seal only when the **outside temperature is 70 °F** or above.
4. Do not place chip seal if any of the following conditions exist:
  - a. Impending weather conditions do not allow for proper curing i.e. if temperatures are forecasted below 50 °F within 24 hours from the time of work.
  - b. The existing pavement temperature is 140 °F or above.

## Asphalt emulsion application

1. The road may be closed to traffic during work hours but must allow access for emergency vehicles and local residents as needed with the use of flaggers.
  - a. The contractor is responsible all signage and flaggers.
  - b. The contractor is responsible for establishing a reliable schedule (within reason, weather permitting) and communicating with Township Staff so they can notify the media and 911 as to road closures.
  - c. There **WILL BE NO SUPRIZE CLOSURES**
2. Use distributors designed, equipped, maintained, and operated to apply asphalt material at the specified rate per square yard (square meter) with uniform pressure over the required width of application.
  - a. Ensure that the distributor includes a tachometer, pressure gauges, accurate volume measuring devices, or a calibrated tank.
  - b. Mount an accurate thermometer with a range covering the specified application temperature for asphalt material at approximately center height of the tank with the stem extending into the asphalt material.
  - c. Ensure that the distributor has a full-circulating system with a spray bar that is adjustable laterally and vertically.
  - d. Ensure that the spray bar will maintain a constant height above the pavement under variable load conditions.
3. The material shall be applied “Full Width” on the Driving Surface at the widths specified up to 20’ Wide or as circumstances dictate i.e. driveway entrances.
4. Use only **CRS-2P** or approved equal.

- a. A uniform and complete application in the transverse and in the longitudinal direction only shall only be acceptable.
  - i. Continued application should not be permitted when visible defects occur such as streaking.
  - ii. Where it is demonstrated that distributor results are erratic and performing unacceptably, discontinue use of equipment until the problem is corrected.
5. The binder must be maintained at 150 to 185 °F during application and at the beginning of the day.
6. Binder is not to be heated above 185 °F, reheated at a rate faster than 25 °F per hour when it has been allowed to cool to below 150 °F and never applied under 150 °F
7. The application rate of asphalt material shall be a consistent and uniform, .43 Gal/SY.
8. For irregular areas such as driveways and intersections, apply the asphalt material using a method in a manner consistent with accepted ODOT approved procedures.

### **Cover aggregate**

1. The cover aggregate will be **furnished by the township** and **loaded on Contractor's dump trucks** by Athens Township employees from the Athens Township Garage located at 213 West Union St Athens OH 45701. Cover aggregate shall be; # 8 clean, dry washed stone
2. The application rate of cover aggregate shall be a **consistent and uniform, 24# per YD<sup>2</sup>**
  - a. Immediately following the application of the asphalt material in areas that will be exposed to traffic, uniformly apply **sufficiently dry** cover aggregate to form a bonded layer that, after curing, will not be picked up by traffic.
  - b. An excessive application resulting in an un-bonded layer of cover aggregate is not permitted.
3. A minimum of two (2) pneumatic tired rollers shall be used for compaction.
4. The cover aggregate shall be embedded for approximately 2/3 of its height after thorough seating by rolling.
  - a. This can be checked by pulling out chips by hand and visually inspecting how much of the chip is coated.

### **Trackless Fog Seal**

1. Use **1032 certified 702.12 non-tracking tack** to all new surfaces included on this project.
  - a. Diluted **a maximum of 2 parts non-tracking tack to 1 part water**, at mixing plant not on jobsite.

- i. Only dilute material at the asphalt terminal.
2. Use only clean properly working distributor nozzles.
  - a. Contact the manufacturer's representative for required spray nozzle size, and distributor and nozzle settings.

NOTE: If an anionic fog seal is supplied thoroughly clean all equipment if cationic emulsion was previously used.

3. Wait **two weeks after** chip seal installation before applying fog seal.
4. Fog seal shall be placed on the surface of the roadway with Computer Controlled application equipment.
5. The road may be closed to traffic during work hours but must allow access for emergency vehicles and local residents as needed with the use of flaggers.
  - a. The contractor is responsible all signage and flaggers.
  - b. The contractor is responsible for establishing a reliable schedule (within reason, weather permitting) and communicating with Township Staff so they can notify the media and 911 as to road closures.
  - c. There **WILL BE NO SUPRIZE CLOSURES**
6. Preparation of surface:
  - a. Ensure that the surface has been swept just before application and is thoroughly clean, dry and free of loose chips.
  - b. Remove dirt, dust and loose chips cleaned from the surface and dispose of it off of the project.
7. Preparation of surface:
  - a. Prior to application, agitate or gently circulate the material.
  - b. Ensure all nozzles and spray patterns are identical to one another along the distributor spay bar.
  - c. Place the angle of the nozzle at a 15 to 30 degree angle to the spray bar axis to maximize overlap or as recommended by the nozzle manufacturer.
  - d. Overlap the fog seal by 2 in. To 6 in. At all adjacent spray passes.  
NOTE: Overlapped areas may take longer to dry.
  - e. Apply the **fog seal at a rate of 0.14 gal/sy.**
  - f. Recommended application temperature is 160°f to 180°f. Do not exceed 180f.

- g. The application is considered satisfactory when the material is applied uniformly with no visible evidence of streaking or ridging, fog seal is seen to stay in place with adequate buildup and little to no runoff, and the application rate is +/-10% of the specified rate.
8. Traffic and markings:
- a. Unless emergency do not release traffic on the fog seal material for a minimum of 20 minutes or until the seal is tack free and set.

**Single Chip Seal to be priced by the Yard**

**Fog Seal (non-tracking tack) to be priced by the Gallon**

**BID PROPOSAL**

Proposal of \_\_\_\_\_  
 (hereinafter called "Bidder"), organized and existing under the laws of the State of Ohio, doing business as \_\_\_\_\_

\_\_\_\_\_  
 (Individual, Partnership or Corporation)

To the Board of Trustees of Athens Township, Ohio, (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of the **ATWP-CHIP/FOG SEAL 2023**, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated on the following pages.

By submission of this Bid, each Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to **fully complete the Project by September 28<sup>th</sup>, 2023**. Bidder further agrees **to pay as liquidated damages** in accordance with Section 108.07 of the State of Ohio Department of Transportation's Construction and Materials Specifications, January 1, 2016 version.

Bidder acknowledges receipt of the following Addendum:

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

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**UNIT PRICES**

The blank spaces in the proposal must be filled in correctly, where indicated, and typed or written in ink. Erasures, strikeovers and/or whiteout shall void bid.

The bidder is required to enter a unit price bid in the "Unit Price Bid" column.

Failure by a bidder to enter a unit price or lump sum price for each item set forth in the bid proposal will render the bid informal.

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

**UNIT PRICE BID FORM  
ATWP-CHIP SEAL 2023**

<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
Single Chip Seal Applied	Y <sup>2</sup>	\$
Misc.: Fog Seal	GAL	\$
Premium For Performance Bond And For Payment Bond	LS	\$
Maintaining Traffic	LS	\$
Construction Layout Stakes and Surveying	LS	\$
Mobilization	LS	\$

Grand Total Project written in words

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UNIT PRICE shall govern over TOTAL in case of discrepancy. If the plans or other quantity estimates shown herein differ from this unit price bid form, bid as shown on this sheet. Final payment will be based on actual quantities at the bid unit price.

The above unit prices for the Bid shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for within the drawings and specifications.

Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the Trustees. The bid security attached is to become the property of the owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

Respectfully Submitted by:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_

as Principal and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ 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:

\_\_\_\_\_ 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 alternatives 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 hereto between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower 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 the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

**IF THE SAID** Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of materials 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 therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

\_\_\_\_\_  
Here insert full name or legal title of Contractor and address

\_\_\_\_\_  
Here insert full name or legal title of Surety

\_\_\_\_\_  
Here insert full name or legal title of Owner

**SIGNED AND SEALED** This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

\_\_\_\_\_  
Surety Company Address

\_\_\_\_\_  
Surety Agent's Name and Address



Instructions for Completion of the Bid Guaranty & Contract Bond

The Bid Guaranty and Contract Bond, meeting the requirements of Section 153.54 (B) of the Ohio Revised Code, as furnished by Athens County, shall be used and submitted by the bidder without change of wording.

The amount of the Bid Guaranty and Contract Bond must be for the full amount of the bid.

The Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company, and by the Bidder. The Bid Guaranty and Contract Bond must be countersigned by a Resident Agent of the Bonding Company as required by Section 3905.41 of the Ohio Revised Code. The Corporate Seal is to be affixed to all copies. The name and address of both the Surety and the Surety's Agent must appear on the Guaranty form.

A power of attorney of the Agent shall be attached to and submitted with the Bid Guaranty and Contract Bond.

**BID AFFIDAVIT**

STATE OF \_\_\_\_\_ )

)ss

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that he is Secretary of \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and having its principal Office at \_\_\_\_\_

Number and Street

\_\_\_\_\_ County, \_\_\_\_\_, State \_\_\_\_\_  
City Name of County State

Affiant further says that he is familiar with the records, minute books and by-laws of

\_\_\_\_\_ Name of Corporation

Affiant further says that \_\_\_\_\_ of the  
Name of Officer Title

corporation is duly authorized to sign the contract for \_\_\_\_\_ for

said corporation by virtue of \_\_\_\_\_

State whether a provision of by-laws or a resolution of the Board of Directors. If by a resolution, give date of adoption.

\_\_\_\_\_  
Signature of Officer

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

County, Ohio

My Commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

)SS.

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn,

deposes and says that he is \_\_\_\_\_

\_\_\_\_\_

sole owner, partner, president, etc.

of \_\_\_\_\_ the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against \_\_\_\_\_

\_\_\_\_\_ or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true, and further, that such bidder has not, directly or indirectly submitted this bid or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Ohio

My commission expires \_\_\_\_\_

**NO FINDINGS FOR RECOVERY AFFIDAVIT**

*(O.R.C. Section 9.24)*

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Athens County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ HAS / HAS NO unresolved finding for recovery from  
(NAME OF COMPANY) (CIRCLE ONE)

the State Auditor per Ohio Revised Code 9.24.

**(If there is a unresolved finding for recovery from the State Auditor, please complete the following section )**

The amount of unresolved finding for recovery due the State Auditor is \_\_\_\_\_ and unpaid penalties  
and interest are \_\_\_\_\_. (AMOUNT)  
(AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_. (SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_  
(DATE)

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER  
OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES  
ORC 5719.042**

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ individually or as agent or representative  
for \_\_\_\_\_, having been awarded a contract let by competitive bid for the purpose of \_\_\_\_\_  
\_\_\_\_\_ hereby state that neither I, nor the above-listed contractor or  
supplier were charged with any delinquent personal property taxes on the general tax list of personal  
property in Athens County at the time the bid for this project was submitted, under the above-listed  
names or under any other names.

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

In consideration of the award of the contract designated above, the above statement is incorporated into  
the contract as a covenant of the undersigned.

\_\_\_\_\_ For the contractor or supplier

**NOTICE TO CONTRACTORS:**

DO NOT COMPLETE THIS FORM IF YOU HAVE BEEN CHARGED WITH DELINQUENT PERSONAL  
PROPERTY TAXES ON THE GENERAL TAX LIST OF PERSONAL PROPERTY IN ATHENS COUNTY,  
REQUEST THAT THIS FORM BE REPLACED WITH AFFIDAVIT OF DELINQUENCY OF PERSONAL  
PROPERTY TAXES.

**SUBCONTRACTORS LIST**

The attention of bidders is directed, particularly to the General Provision relative, respectively, to the requirements of sub-letting or assigning all or any portion of the work under this Contract. The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by sub-contractors in this Contract.

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