



Athenstwp.com

## *Athens Township*

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### **ATWP-CHIP/FOG SEAL 2026**

- 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 30<sup>th</sup> 2026** 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 15<sup>th</sup> 2026 at 5:30 pm when they shall award the contract.
- The estimated time frame for this project to begin is ASAP 2026 and no later than September 30 2026.
- The purposed project will consist of an estimated **6-10 miles** of township roadway that have been leveled and swept by Township force.
- 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.
- **These Specifications can be seen on [WWW.AthensTwp.com](http://WWW.AthensTwp.com)**

## Surface preparation and weather

1. The **township forces will broom** or suction sweep the pavement prior to, in compliance with ODOT 422.
  - a. The Contractor will inspect and approve the quality of the sweep job by township, as ultimately the contractor is responsible for emulsion adherence issues.
2. Place the chip seal only when the **pavement temperature** is **70 °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 contractor shall work with township forces should any road 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. a. 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.
  - b. b. 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.

**\*\*\*\*\*The Athens Township road foreman shall be the inspector and shall have full authority to make all quality control assessments and authorize work stoppages and changes.**

- b. **Continued application should not be permitted when visible defects occur such as streaking.**
  - c. **Where it is demonstrated that distributor results are erratic and performing unacceptably, discontinue use of equipment until the problem is corrected.**
5. The emulsion must be maintained at 150 to 185 °F at the beginning of the day and during application.
6. Emulsion 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,**
  - a. **at a rate of .43 Gal/yd<sup>2</sup>**
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** for distribution by Athens Township employees
  - a. Starting from the Athens Township Garage located at 313 West Union St Athens OH 45701 or other designated staging areas.
2. Cover aggregate shall be; # 8 clean, dry washed stone provided by the township
3. The aggregate shall be trucked and placed by the contractor.
  - a. 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.
4. The township shall provide and operate pneumatic tired roller to be used for compaction.

### **Trackless Fog Seal**

1. Use **QF-40** or Twp approved; comparable product to new surfaces where instructed.
  - a. Only dilute material at the asphalt terminal.
2. Applied at a rate of .12/yd<sup>2</sup>

3. Use only clean properly working distributor nozzles.
  - a. Contact the manufacturer's representative for required spray nozzle size, and distributor and nozzle settings.

**\*\*\*\*\*The Athens Township road foreman shall be the inspector and shall have full authority to make all quality control assessments and authorize work stoppages and changes.**

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

4. Wait two weeks after chip seal installation before applying fog seal.
5. Fog seal shall be placed on the surface of the roadway with Computer Controlled application equipment.
6. 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. a. 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.
  - b. There WILL BE NO SUPRIZE CLOSURES There WILL BE NO SUPRIZE CLOSURES
7. Preparation of surface:
  - a. The township shall pre sweep all surfaces to be fog sealed but the contractor shall ensure that the surface has been swept to meet quality standards.
8. 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 0.12 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.
9. 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.

**Bid must include:**

- 1. Single Chip Seal to be priced by the Square Yard**
- 2. Fog Seal QF-40 non-tracking (or acceptable alternative product) to be priced by the Gallon Applied**
- 3. Contractor shall provide proof of \$1,000,000 contractors liability insurance**
- 4. Contractor shall provide: Bid Guarantee and Contract Bond for the amount of TOTAL BID PRICE**
- 5. Contractor shall provide: Signed No Findings For Recovery Affidavit**
- 6. Contractor shall provide proof of current Workers Compensation policy.**

# 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 2026**, 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 26<sup>th</sup>, 2026**. 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.

## 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 2026

ITEM DESCRIPTION	UNIT	UNIT PRICE
Single Chip Seal applied	Y <sup>2</sup>	\$
QF-40 Fog Seal applied	GAL	\$
Sub-total 10 miles @ 16ft roadway average	LS	\$
Maintaining Traffic	LS	\$
Premium for Bond	LS	\$

<b>TOTAL BID PRICE</b>		\$
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**Mileage and roadwidth are TWP estimates for bidding purposes only**  
**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, overhead, profit, insurance, etc.

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 / / 2026 to undertake the project known as:

### **ATWP-CHIP/FOG SEAL 2026**

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 \_\_\_\_\_ (\$ \$ \_\_\_\_\_ ).

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

**NO FINDINGS FOR RECOVERY AFFIDAVIT**

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

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

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.

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

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

to the Board of Athens Township Trustees on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ HAS / HAS NO unresolved finding for recovery from  
the State Auditor per Ohio Revised Code 9.24.