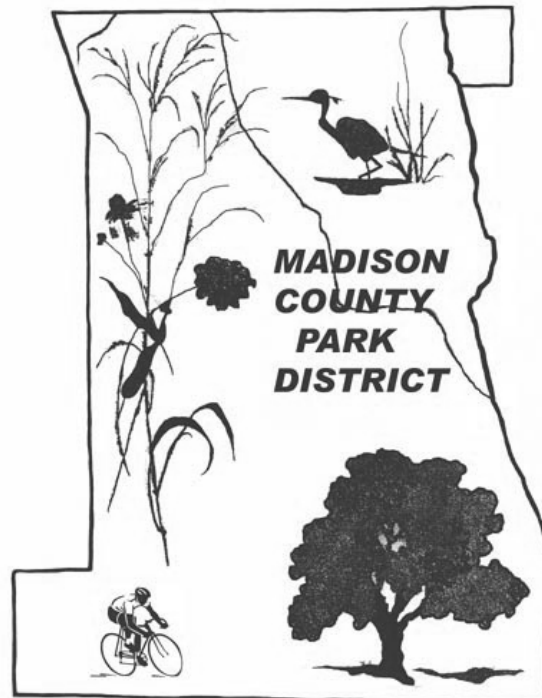


# **Ohio to Erie Trail – Prairie Grass Trail Seal Coat Project**



**Madison County, Ohio**

**REQUEST FOR BID**

**March, 2009  
Formal Information**

**Bids Due  
March\_\_, 2009**

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**Part I**  
**Bid Package**

**PROJECT DESCRIPTION:**

Seal entire asphalt surface with quality asphalt sealcoat material manufactured by Seal Master or equivalent of approximately 6.5 miles of the Prairie Grass Trail (a.k.a. The Ohio to Erie Trail) and parking lot starting in London to the Madison/Clark County line. Material will be applied in two coats and have a minimum of three pounds of sand per gallon. Contractor shall protect existing thermoplastic pavement markings.

**PROJECT NOTE:**

Insurance coverage as required for this project shall include as insured: Madison County Park District and Board of Madison County Commissioners.

For the purpose of these documents, **Madison County Park District**, as Project Administrator, shall be deemed the "Owner."

No bidder may withdraw his bid within sixty (60) days after the actual date of the bid opening. The Madison County Park District reserves the right to accept or reject any bid or reject all bids and advertise for other bids. The lowest bid or the overall best bid to best serve the Park District will be accepted.

**STATE ASSISTANCE:**

This project is State funded, administered through the Ohio Department of Natural Resources. State of Ohio Prevailing Wage Rates do not apply in this project.

**PUBLIC NOTICE**

**ADVERTISEMENT FOR BIDS**

**BOARD OF PARK COMMISSIONERS,  
MADISON COUNTY, OHIO**

**PROJECT:** Seal entire asphalt surface of approximately 6.5 miles of the Prairie Grass Trail and parking lot with quality asphalt sealcoat material manufactured by Seal Master or equivalent starting in London to the Madison/Clark County line. Material will be applied in two coats and have a minimum of three pounds of sand per gallon. Contractor shall protect existing thermoplastic pavement markings.

**SUBMITTAL OF BIDS:** **March 17, 2009 by Noon**  
**Madison County Park District**  
**PO Box 618**  
**Courthouse, 1 N. Main St.**  
**London, Ohio 43140**

**PRE-BID MEETING:** March 3, 2009 at 2:00 pm  
Madison County Engineer  
825 US HWY 42 NE  
London, Ohio 43140

**DOCUMENTS:** Contract documents may be picked up at:  
Madison County Engineer  
825 US HWY 42 NE  
London, Ohio 43140

**PROJECT MANAGER:** Contact: Julia Cumming, 740-852-4004

**PROPOSAL WITHDRAWAL AND OWNERS RIGHTS:** Owner shall have 60 DAYS

**STATE REQUIREMENTS:** Contractors are advised that the January 27, 1997 Equal Employment Opportunity Executive Order of the Governor of Ohio is applicable to this bid invitation.

**PREVAILING WAGE:** N/A

**ARCHITECT'S ESTIMATE:** \$30,832

By: \_\_\_\_\_  
Regina Bogenrife, Clerk of the Board

Publication Dates: ?

This notice is also posted on the Madison County web site @ <http://www.co.madison.oh.us/>

**INFORMATION TO BIDDERS**

**WAGES**

State prevailing wages do not apply.

**SCHEDULE**

See Exhibit A attached.

**INSURANCE**

The contractor must provide comprehensive general liability insurance and automobile liability insurance covering the working period in amounts as follows:

Comprehensive General Liability Coverage per occurrence limit	\$1,000,000.00
Aggregate Limit	\$2,000,000.00
Auto Liability Coverage	\$1,000,000.00
Worker’s Compensation	Full Coverage

In addition, the contractor must provide insurance or a guarantee satisfactory to the Madison County Park District and the Board of Madison County Commissioners to a maximum of \$1,000,000.00 to cover any liability or claim by or through employees, or other persons, whose claim might not be covered by the usual form of Contractor’s liability insurance policies.

Contractor shall hold the Madison County Park District and the Board of Madison County Commissioners harmless from any and all loss, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of the work under this Contract occasioned in whole or in part by the actions or omissions of Contractor, its employees, agents or subcontractors.

**POLLUTION CONTROL**

All bidders are required to comply with Ohio Environmental Protection Agency regulations pertinent to this project, especially sediment and runoff protection.

**EQUAL OPPORTUNITY EMPLOYMENT CAUSE**

The contractor is advised that the January 27, 1997 Equal Employment Opportunity Executive Order of the Governor of Ohio is applicable to this bid invitation.

**INSTRUCTION TO BIDDERS**

**1. BID**

Bids shall be made on the form(s) hereinafter provided. Such bid shall be endorsed.

### **Ohio to Erie Trail – Prairie Grass Trail Seal Coat Project**

The blank spaces in the Bid shall be filled in properly. In the Bid, the price bid for each item shall include labor and materials and total shall be stated in words and figures. In case of a difference between the price in figures and price in words on any bid item or items, the price in words shall govern. These unit items required during the construction of the project shall serve as the method of determining progress pay amounts. The summation of all quantities, times, and unit prices must equal the Total Bid.

The Bid shall contain the full name of every person if a partnership, the individual if a sole proprietorship, or the C.E.O. of the corporation bidding. Each bidder shall include in the space provided in the Bid a detailed account of his experience, skill and financial standing, and equipment available to perform the work.

No bidder may withdraw his bid within sixty (60) days after the actual date of bid opening.

### **2. BID BOND**

The Bid must be accompanied by a bond with an approved surety company or a certified check on a solvent bank drawn and made payable to the:

#### **MADISON COUNTY PARK DISTRICT**

The Bid bond shall be in the form hereto attached. If the bid bond is given by a surety company, proof of authority of the officer or agent signing the bond, together with a recent financial statement of the surety company shall be attached. The amount of the surety bond shall be one hundred percent (100%) of the combined total amount of the bid submitted, or ten percent (10%) in cash or certified check.

The bond or check shall be forfeited if the said bidder fails to enter into a contract with the Owner, and to furnish the required performance bond within twenty (20) days after notice of the acceptance of his Bid, if the award is made to said bidder. The bonds or checks will be held until the execution of the contract.

### **3. EXAMINATION OF SITE**

Bidders are required to satisfy themselves by personal examination at the site of the bikeway work and by examination and study of the Contract Documents as to the conditions existing and the difficulties likely to be encountered in the design/construction of the work.

The Contractor will accept full responsibility for all conditions or difficulties that may be encountered in the execution of the work; no plea of ignorance of conditions may be entered at any time. The Contractor will be required to fulfill in every way all the requirements of the contract. No claim for extra compensation or for an extension of time will be accepted based on the failure of the

Contractor to make field examinations and investigations prior to bidding, or for omissions made because of lack of familiarization with the Contract Documents.

#### **4. AWARD OF CONTRACT**

Award of the Contract shall be made as a whole to one bidder. The basis of award shall be on the lowest and best bid. The Owner may consider or reject any or all alternates as determination of lowest and best bid. The Owner may consider or reject any or all alternates as presented in the bid documents, including those voluntarily submitted by the bidder in making the determination of lowest and best bidder. Timelines for project completion will be a factor in determining lowest and best bid for this project.

The Contract shall be considered to have been awarded and binding upon the contracting parties on or after the date of the Notice of Award from the Owner. The Contractor shall within twenty (20) days from the date of the Notice of Award, furnish to the Owner, three (3) copies of the required Contract Bond and Proof of Insurance Coverage; and shall sign the Form of Contract. The Contract shall be considered as awarded after all of the following have occurred: The Certificate of Fiscal Officer has been signed by the legally authorized representative of the Owner, the Owner is satisfied as to the Surety or Sureties offered by the Contractor, guaranteeing his performance of the Contract; the Proof of Insurance Coverage is satisfactory, and the authorized representative(s) of the Contractor have affixed their signature(s) thereto.

#### **5. RIGHT TO REJECT BIDS**

The Owner reserves the right to reject any or all bids, to increase, decrease or omit any item or items, to waive any irregularities in bidding, and/or to award the lowest and best bidder at any time within sixty (60) day following the date established for the receipt of bids.

#### **6. COMPETENCY OF BIDDERS**

The Owner requires the bidder to furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form, "Experience Statements".

Contact shall be awarded only to responsible prospective Contractor who, as determined by the Owner:

- A. Have adequate financial resources or the ability to obtain such resources as required during performance of the Contract;
- B. Have a satisfactory record of performance as can be verified from information contained in the experience statement.
- C. Have a satisfactory Auditor of State finding for recovery search;
- D. Sign a Form HLS 0038 regarding Terrorist Assistance;

- E. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

## **8. MINIMUM WAGE RATES**

The minimum wages to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this Contract shall be in accordance with the “Wage Rate Determination” ascertained and determined by the State of Ohio Prevailing Wages and Related Acts applicable to public improvements as contained in these Bid Documents.

## **9. EEO REGULATIONS**

Contracts are subject to the January 27, 1972, Equal Employment Opportunity Executive Order of the Governor of Ohio.

**REQUEST FOR BID**

**Construction of the Ohio to Erie Trail – Roberts Pass Section**

To the Madison County Park District, Madison County, Ohio

We, the undersigned, have become familiar with the local conditions affecting the cost of work, including Instructions to Bidders, the Form of Bid, Form of Bond, Plans, Drawings and Specifications on file in:

Madison County Engineer’s Building  
825 US HWY 42 NE  
London, Ohio 43140

We do hereby provide the bid of \_\_\_\_\_ to perform all work required for the proper execution of these documents and of all work outlined by them, and to furnish all bonds, insurance, labor, necessary equipment and tools to complete the project.

We understand the prices given for the following list of Bid Items are meant to include all miscellaneous items not specifically mentioned, but required for the proper design and installation of the complete contract work:

Description	Quantity	Unit	Unit Price	Total
Prepare Trail and SealCoat with Latex Additive				

**Total Bid** \_\_\_\_\_

**Number of days to complete work after receipt of Notice to Proceed**

\_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_

**SIGNATURE SHEET**

The foregoing total contract price, not including any deductible percentages, shall be the basis for the amount of Bidder's Bond and is as follows:

\_\_\_\_\_ **Dollars**

and \_\_\_\_\_ **Cents**

(in writing)

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

(in figures)

In submitting this Bid, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all Bids or any Bid Items, for any reason, and that this Bid may not be withdrawn for a period of sixty (60) days from the opening thereof. In case of discrepancy between Unit Price and Total Bid based on estimated quantities, the Unit Price will govern.

**CONTRACT EXECUTION:** Upon acceptance of this bid by the Owner, failure of the undersigned to execute a contract as specified in the Instructions to Bidders shall void this bid and forfeit the attached bond or certified check on

\_\_\_\_\_ **BANK**

of \_\_\_\_\_ for the sum of \_\_\_\_\_

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

**STARTNG AND COMPLETION:** If awarded a contract under this Bid, the undersigned proposes to start work within ten (10) days of the contract signing and agrees to fully complete all work covered by this Bid to the point of final acceptance by the Owner in accordance with the number of days stated in the Bid. For failure to complete the work on or before the appropriate date, the Bidder agrees to pay liquidated damages of \$100.00 per day.

**DATE:** \_\_\_\_\_, 20\_\_\_\_

**FIRM NAME** \_\_\_\_\_

**OFFICIAL ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_

**TITLE:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**NON COLLUSION AFFIDAVIT**

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

SS.

\_\_\_\_\_, being first and duly

sworn, deposes and says that he is \_\_\_\_\_  
(sole owner, partner, president, secretary, etc.)

of \_\_\_\_\_

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; and 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 an advantages 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 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, \_\_\_\_\_

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



**PART II**  
**GENERAL CONDITIONS**

**GENERAL CONDITIONS**  
**THE OHIO TO ERIE TRAIL – PRAIRIE GRASS TRAIL**

**GENERAL STATEMENT**

**Scope of Work:**

This project is located in London and in Madison County. See Site map for project location.

Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

In addition to the 100% Bid Bond or Certified Check in the amount of 10% of total bid amount, a one(1) year Maintenance Bond is required for this project.

Each bidder is required to furnish with its bid, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Bid must contain the full name of the party or parties submitting the bid and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. Each bid must contain a drawing of the concept design upon which bid is based.

This is not a prevailing wage contract in accordance with the Ohio Prevailing Wage Laws under State of Ohio, Department of Industrial Relations. Bidders shall comply with all applicable provisions of the Ohio Revised Code and Administrative Code.

The Standard Specifications of the State of Ohio, Department of Transportation in force at the time of bidding, together with other Madison County Requirements noted herein will govern this improvement.

Items listed shall conform to the State of Ohio, Department of Transportation Construction and Materials Specification Manual, including supplemental Specifications, and any other items and/or specific requirements noted.

The authorized agent for Madison County shall decide all questions which arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation for related items.

## **GENERAL CONDITIONS**

### **1. GENERAL**

These General Conditions, as applicable, and shall govern this project.

### **2. OWNER**

Whenever the term "Owner" is used in the Contract Documents, it shall refer to the Madison County Park District, or its authorized agent.

### **3. PLANS AND SPECIFICATIONS**

A complete set of Plans and Specifications shall be retained on the job, by the Contractor at all times, when he is on the job for use of those legitimately interested.

### **4. WORK ON SUNDAYS AND HOLIDAYS**

No work will be permitted on Sundays or Federal legal holidays except to save property or life in case of emergency, unless authorized or directed by the Engineer.

### **5. NIGHTWORK**

Unless otherwise permitted by the Owner, work shall be limited to the daylight hours. Work carried on after dark shall be adequately illuminated and suitable and sufficient lighting facilities shall be provided for this purpose, and then only as authorized or directed by the Engineer.

### **6. WORK IN COLD WEATHER AND RAIN**

Unless written permission is granted by the Owner, work liable to be adversely affected by cold weather and rain shall not begin during weather below 50°F or if rain seems imminent.

### **7. ACCESS TO PLACES OF MANUFACTURE**

The Owner and their inspectors and agents shall, at all times, have immediate access to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that all such materials are being made in accordance with the specifications and drawings. The Contractor shall, whenever so requested, give the Engineer access to the proper invoices, bills of lading, etc., and shall provide scales and assistance for weighing or other assistance for measuring and testing of the materials.

### **8. NOTIFICATION OF MANUFACTURER**

The Contractor, at least two weeks prior to the manufacture of any materials, shall notify the Owner where such materials are to be manufactured from drawings submitted by the Contractor. Such manufacturer shall not proceed until such drawings are approved by the Owner.

**9. MEASUREMENTS AND QUANTITIES**

Where work is to be paid for by units of length, area, volume or weight, only the net amount of work actually done as it shall appear in the finished work and as measured only inside of the pavement lines described in the Drawings, shall be paid for, local customs to the contrary notwithstanding

**10. ESTIMATED QUANTITIES**

The Contractor agrees that the estimated quantities are only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim for anticipated profits or loss of profits because of a difference between the quantities of the various classes of work actually furnished, and the aid of estimated quantities; and he agrees that the Owner shall not be held responsible if, in the construction of the work, any of the said estimated quantities should be found to vary from the quantities shown, and that the Engineering may without alteration of the Contract, increase, decrease or omit the amount of any class or portion of the work as any be deemed necessary.

**11. ASSIGNMENTS**

Assignments of this Contract or any part thereof or of any funds to be received thereunder by the Contractor will be subject to the approval of the Owner. Such assignments shall contain a clause to the effect that it is agreed that such funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

**12. MAINTENANCE OF TRAFFIC AND FIRE PROTECTION**

The Contractor shall at all times maintain free access to utilities such as fire hydrants, water and gas valves, sewers, and similar structures involving the public health and safety along or adjacent to the line or area of work. Clear way traffic shall be provided at intersections, along the streets and wherever required by the Engineer to provide reasonable public safety measures.

**13. INSPECTION**

The Owner reserves the right to perform inspection; upon all levels of work performed by the Contractor. The Owner and/or their agent may inspect all work on a continuing daily basis, and shall not be restricted from any area of work.

Should differences of opinion occur between the Owner and/or their agent and the Contractor, the Owner reserves the right to stop progress until a satisfactory solution has been reached.

The Contractor shall upon request of the Owner and/or their agent, make available any and all information pertinent to the job.

#### 14. SAFETY COMPLIANCE

It shall be the sole responsibility of the Contractor to keep and maintain the construction site in a safe and orderly manner. The Contractor shall at his expense provide for such safety equipment as is needed for compliance with the existing Occupational Safety and Health Act (OSHA). Penalties for violations of OSHA Regulations shall be the full responsibility of the Contractor.

#### 15. LAWS

Contract provisions required in public contracts by applicable Federal, State and Local Laws, ordinances, orders or regulations, are adopted herein by reference and shall be as fully effective as if rewritten herein.

#### 16. FIELD ORDERS AND CHANGE ORDERS

Any and all deviations from the original construction drawings and specifications will require written field orders or change orders. These documents, if approved, will be signed by the Owner. Any changes made without these forms of written consent will be the sole risk of the Contractor and no payment for said changes will be made.

#### 17. CONTRACTORS AND SUBCONTRACTORS INSURANCE

The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph, nor shall the Contractor permit any Subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained.

- A. **Property Insurance** - The Contractor shall be responsible for completion of the project. Therefore, contractor shall carry appropriate property insurance to ensure completion of the project as deemed sufficient by the contractor and contractor's insurer(s).
- B. **Worker's Compensation Insurance** - The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees engaged in work under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor to provide insurance for all of the latter employees engaged in such work unless such employees are covered by the protection afforded by the Contractor's insurance.
- C. **Contractor's Liability Insurance** - The Contractor shall maintain Comprehensive General Liability with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate as well as Comprehensive Automobile Liability Insurance with limits equal to or greater than \$1,000,000.00

combined single units during the life of this Contract. The Comprehensive General Liability Coverage shall include Completed Operations-Products Coverage, Personal Injury Coverage and Contractual Liability Coverage to satisfy the Indemnification Clause included in these Specifications. The Comprehensive Automobile Liability Coverage shall include non-ownership and Hired Cars coverage.

**D. Owners' and Contractors' Protective Liability Insurance** - The Contractor shall maintain during the life of this Contract, Owners' and Contractors' Protective Liability coverage in the name of:

1. The Owner, Madison County Park District and the Board of Madison County Commissioners.

This coverage shall include the entire work. The Contractor shall furnish a Certificate of Insurance certifying that his Owners' and Contractors' Protective Liability Insurance includes all subcontractors engaged in the work. BOTH the Comprehensive General Liability Coverage (C) and the Owners' and Contractors' Protective Liability Coverage (D) shall contain the following endorsement:

"It is hereby understood and agreed that such insurance as is afforded shall include specific coverage for the so-called Explosion, Collapse and Underground hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation tunneling and damage sustained by wires, conduits, manholes, sewers, and the like, occasioned by the Contractor's subsurface operations".

**E. Subcontractor's Insurance** - The Contractor shall require each of his subcontractors to maintain all coverage and limits indicated in Workmen's Compensation Insurance and Contractor's Liability.

**F. Policies of Insurance** - The Contractor and all Subcontractors shall file Certificates of Insurance for all coverage required above with the Owner or his designated representative. Exclusions in the policies shall be removed by endorsement to comply with the requirements of Contractor's Liability Insurance and Owner's and Contractor's Protective Liability Insurance. Subcontractors shall file Policies of Insurance with the Contractor who will forward them as required to the Owner.

## 18. NOTICE REQUIREMENT

All insurance policies must include an endorsement providing 30 days prior written notice to the Owner and Engineer of cancellations, material change or reduction of coverage. The Contractor shall cease operations of the occurrence of any such cancellations, material change or reductions, and shall not resume operations until new insurance is in force.

## 19. FIELD OFFICE

No field office will be required unless otherwise directed.

## 20. PAYMENT AND RETENTION

- A. Contractor will be paid at the contract unit price for the material supplied, complete in place. Contractor shall supply daily delivery tickets for all material installed.
- B. Retention - In lieu of a four (4) percent retainage for one (1) year after completion and final approval by the Owner, a maintenance bond for ten (10) percent will be required.

## **21. PRE-CONSTRUCTION CONFERENCE**

Present at the conference will be the Contractor and the Owner's agent.

## **22. PLANS AND SPECIFICATIONS**

A complete set of Plans and Specifications shall be retained on the job, by the Contractor at all times, when he is on the job for use of those legitimately interested.

## **23. TAXES**

The Contractor shall withhold taxes from all employees and make payment to the appropriate Governmental Jurisdictions, where applicable.

## **24. RAILROAD MEMORABILIA**

All permanent railroad markers shall be protected and preserved. Contractor shall notify the Madison County Park District by calling 740-852-2972. Any other historical railroad items found during the completion of this project shall be considered the property of the Madison County Park District. The Park District shall be contacted for information regarding the disposal of any such item.

## **25. UTILITIES**

It is the Contractor's responsibility to contact and coordinate the work efforts with the utility owners. The accuracy and locations are questionable and should be physically located in the field. The contractor must notify all utilities at least 48 hours, but not more than 10 days, prior to the planned commencement of excavation. Member utilities shall be notified by calling OUPS at 1-800-362-2764 or 811. Each limited basis participants and members of the Ohio Oil and Gas Association shall be contacted by the contractor. The Ohio Oil and Gas Association phone number is 1-800-925-0988.

The contractor will not be allowed claims for additional costs for relocating the Contract work to provide clearance from existing underground public utilities, underground structures, and other objects of similar nature, if such relocation does not unreasonably affect the general condition of the construction. Private utilities or public bodies may install underground pipes, conduits or structures in the project area after the completion of the construction drawings. The Contractor will not be allowed claims for additional costs or crossing of such underground pipes, conduits or structures encountered.

## **26. SURVEY WORK TO BE FURNISHED**

The following survey information will be furnished to the Contractor by the Owner:

A. None

**27. SANITARY FACILITIES**

The Contractor shall maintain sanitary facilities for the use of all persons employed on the project in a proper manner and at authorized locations as directed by the Owner. Sanitary facilities shall comply at all times with the Local Government, County and State Health Departments. The Contractor shall immediately comply with all orders or regulations in regard to these matters.

**28. COMPLETION DATE**

The time of completion for this contract shall be between May 1, 2009 and June 30, 2009. The contractor shall notify the Park District at least 72 hours prior to the commencing of any work. All work shall be completed within ten (10) days of the starting date. All work must be completed by June 30, 2009.

**29. LIQUIDATED DAMAGES**

Provisions for liquidated damages are set forth in the Contract, and shall be in accordance with section 108.07 of the 2005, State of Ohio Department of Transportation, Construction and Material Specifications.

**PART III**

**TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

### Scope of Work

This section describes the mandatory and general requirements for the project from design through construction. All mandatory items shall be provided by the Contractor. *No exceptions are permitted for mandatory specifications.*

### Work Limits

Due to the environmental sensitive issues associated with the bikeway corridor, the contractor shall contain all work and all movement and storage of vehicles and material within the construction limits unless otherwise permitted by the engineer. Construction limits shall be 15' either side of centerline, except at culvert locations, unless otherwise directed by the engineer.

### Control of Spills

Spills of fuels, oils, chemicals or other materials which could pose a threat to ground water shall be cleaned up immediately by the contractor. If the spill is a reportable amount, the contractor should contact the local authority for clean-up of the spill. Use of chemicals, refueling activities, and maintenance activities shall be carefully controlled to minimize the potential for spills.

### SEAL COAT WORK:

- Blacktop shall be cleaned free of dirt and debris.
- Seal coat using 2 coats of Sealmaster emulsion pavement sealer or equivalent mixed with 2-4# sand/gal.
- 1<sup>st</sup> coat to be applied with squeegee to fill voids.
- 2<sup>nd</sup> coat to be sprayed for improved wear ability.
- Protect existing thermoplastic striping. If contractor fails to protect striping, the contractor is responsible for restriping.
- Seal Coat shall only be applied when the entire surface is in condition to allow satisfactory material penetration and adhesion and when the air, surface and aggregate temperatures are above 50 degrees F and if, in the Park District's opinion, no rain is imminent.
- The Park District will assist the successful bidder with any necessary bike trail closures during the time when the seal coat is curing. Typical work area signage, cones, barrels, etc. will be the responsibility of the successful bidder.

### LATEX ADDITIVE:

- V-M or Top Tuff latex additive or equivalent shall be added to material @ 2% for tougher wearing surface, quicker drying ability and blacker appearance.

### CRACK WORK:

- Clean and seal using hot pour rubberized crack filler (CrackMaster PL Hot Pour Crack Sealant or equivalent) in 1/8" and wider cracks.
- No alligator cracks included.