

CONTRACT DOCUMENT
FOR
2017 SENECA COUNTY CHIP SEAL PROJECT B

TO
SENECA COUNTY ENGINEER
SENECA COUNTY, OHIO

Prepared by the office of
SENECA COUNTY ENGINEER

Mark R. Zimmerman, P.E./P.S.
3300 South TR 151
Tiffin, Ohio 44883

Letting Date: Tuesday, May 30, 2017

Submitted By: _____

Address: _____

City: _____

State: _____

Telephone: _____

Fax: _____

E-mail: _____

Book No. _____

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LEGAL NOTICE

Sealed proposals for **2017 SENECA COUNTY CHIP SEAL PROJECT B; C-1703** will be received at the Office of the Seneca County Commissioners, 111 Madison St, Tiffin, Ohio 44883 until **10:15am** local time, **May 30, 2017** at which time and place said proposals will be publicly opened and read.

The project consists of the placement of a single chip seal (using RS-2 binder) along several county roads within Seneca County, Ohio.

Copies of the plans, specifications and other contract documents are on file and may be obtained on the Seneca County website www.sencoeng.com or the office of the Seneca County Engineer.

All proposals must be submitted on the forms furnished in the contract documents. All proposals shall be accompanied by a Bid Guaranty and Contract Bond in the amount of 100% of the bid or a certified check or cashier's check equal to ten percent (10%) of the bid, payable to the Seneca County Commissioners.

The Seneca County Commissioners reserve the right to reject any or all proposals, to waive any irregularities and to award the contract to the lowest responsive and responsible bid.

By Order of:

Board of Seneca County Commissioners
Seneca County Ohio

Notice to Newspaper: Please publish, **May 11, 2017** and **May 18, 2017**

One notarized copy of proof of publication required.

**SENECA COUNTY ENGINEER'S OFFICE
INFORMATION TO BIDDERS
FOR CONSTRUCTION CONTRACTS**

1. DEFINITIONS

The following terms used herein refer to and designate:

County or Owner - Seneca County Ohio, acting through its properly authorized agents.

Engineer or Director or Inspector - The County Engineer of Seneca County Ohio or his designated representative.

Approved Equal - Approved by the Engineer.

Work - Labor, Materials or both.

Wherever the words "directed", "required", "permitted", "designated", "approved", "satisfactory", "acceptable", or similar words are used, they shall be understood to refer to the exercise of the authority or judgment vested in the Engineer.

2. BIDDER'S QUALIFICATIONS

All bidders shall possess the necessary equipment, personnel, technical skills, knowledge, financial stability, etc. to professionally complete the contract within the stated time frames. In no case will an award be made until all necessary investigations are made as to the qualifications of the bidder to whom the County proposes to award the contract. The County reserves the right to reject the lowest bidder if a determination is made that the lowest bidder is not qualified for the work, and to award the contract to the next lowest bidder, or reject all bids.

3. SPECIFICATIONS

All work shall be performed in accordance with, and all materials shall comply with the requirements of applicable sections of the current Edition of the Construction and Material Specifications of the Department of Transportation of the State of Ohio, and the current Edition of the Standard Construction Drawing of the Department of Transportation of the State of Ohio, and with the contract drawings and documents. Interpretation of Specifications shall be made by the Engineer, and his decision shall be final and binding. In the event of a conflict between the Specifications and the Drawings, the Drawings shall

take precedence.

4. PREPARATION OF PROPOSAL

Each proposal shall be submitted on the form provided by the County Engineer. All blank spaces in the Proposal shall be properly filled in with ink opposite each item. In the event of an error in extension the unit prices shown shall prevail. The total amount of the bid shall be written in long hand or typed out in spelled words.

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Proposals shall be fully executed without change, alteration, or additions, except as may be provided herein or as required by the plans or specifications. Changes may cause a Proposal to be rejected.

The Proposals shall be placed in a sealed envelope. This envelope and the Bid Guaranty Bonds (or copy if original form is attached to contract) or the check shall be placed in a larger sealed envelope marked "**BIDDING DOCUMENTS FOR SEN- 2017 Chip Seal Project B**", which shall be addressed to the Owner and submitted in the manner at the time and place designated in the Legal Notice. Should the Seneca County Commissioners Office be closed on the date due for the submission of bids (due to inclement weather, war, acts of God, or any other reason) then the date and time for submission of said bid shall be tolled by the number of business days resulting in said closure.

If upon opening the outer envelope, the Owner concludes that the Bid Guaranty is unsatisfactory, the inner envelope containing the Proposal will not be opened, and the bid shall be rejected and all papers and envelopes returned to the Bidder.

5. WITHDRAWAL OF PROPOSAL

Contractors who bid on projects under \$500,000.00 may withdraw their bids without liability if, (a) a bid on another public project of less than \$500,000 has been accepted; and (b) the surety company certifies in good faith that the bidder would be unable to perform the subsequent contract because to do so would exceed the bidder's bonding capacity.

6. BID GUARANTY (PERFORMANCE & PAYMENT BOND)

Each Proposal (or bid) shall be accompanied by a Bid Guaranty and Contract Bond as provided in Section 153.54 of the Ohio Revised Code. The bidder has the option to submit a Bid Guaranty Bond for one hundred percent (100%) of the total amount bid, or in lieu thereof may submit a certified check or cashier's check for ten percent (10%) of the total amount bid, including alternate items bid, made payable to the Seneca County Commissioners.

Bid Guaranties are given upon the condition that if any Bidder fails to enter into a satisfactory contract, he shall be liable for the difference between his bid and that of the next lowest bidder, or ten percent (10%) of his bid, whichever is less. If the Owner does not award a contract to the next lowest bidder, but resubmits the project for bidding, the bidder

shall be liable for the costs of printing new contract documents, advertising, and printing and mailing of notices to prospective bidders, or ten percent (10%) of his own bid, whichever is less. In case of multiple refusals, all bidders who refuse to enter a contract will share equally in the costs of resubmission of bids.

Bid Guaranty Bonds shall be submitted on the form provided, and shall be in an amount of one hundred percent (100%) of the total amount bid, including alternate items proposed. They shall comply with all other requirements for Performance Bonds as to signatures and sureties and shall also serve as a guarantee of satisfactory completion of the work covered under the contract.

Bid Guaranties consisting of a certified check, or cashier's check, shall be in an amount of ten percent (10%) of the total amount bid, including alternate items proposed. They shall be revocable only by the Board receiving the bids, and shall be given upon the conditions stated above. A low Bidder who has submitted a certified check or cashier's check as his bid guaranty will be required to post a performance bond before acceptance of his contract. The performance bond shall be in the amount of one hundred (100%) of the total amount bid, including alternate items proposed.

All sureties shall be authorized by law to do business in the State of Ohio. Upon execution of a written contract with satisfactory bond, all checks will be returned.

7. DOCUMENTS REQUIRED PRIOR TO SIGNING CONTRACT

Within ten (10) days after notification of award of contract, and prior to signing of contract, the successful bidder shall furnish the following to the Engineer:

Name and addresses of Insurance Company and Agent insuring work.

A Workman's Compensation Certificate.

If the Bond is by a Surety Bonding Company, credentials showing Power of Attorney; Certificate of Compliance from State Division of Insurance showing right of Bonding Company to do business in Ohio; and Financial Statement of Bonding Company.

If the Contractor is a corporation from outside the State, a Certificate from the Secretary of State showing right to do business in Ohio.

If the Contractor is a corporation, legal evidence of authority of the agent or officer to sign contracts.

8. FORFEITURE

The Bidder to whom the Contract may be awarded shall appear at the office of the Commissioners with the sureties offered by him within ten (10) working days, after the date of notification of the acceptance of his proposal and there execute the Contract for the work in the required number of copies. In case of failure to do so, the Bidder will be considered as having abandoned same, and the amount of his deposit shall be forfeited to

and become the property of the County, in accordance with Section 153.571 of the Ohio Revised Code.

9. EXAMINATION OF WORK

Bidders must carefully examine the Plans and the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing and operating the necessary equipment and for delivering and handling material for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the Contract, Plans, and Specifications for the work. The County will not be responsible in any manner for answers to any inquiries regarding the meaning of the drawings or specifications given prior to the awarding of the contract unless such answers are in writing and signed by the County Engineer.

10. LAWS AFFECTING PUBLIC WORK

The attention of the bidder is called to the laws of the State of Ohio and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other State.

The Contractor shall conform with all applicable provisions of Chapter 4115 of the Ohio revised Code with respect to wages and working hours. A copy of the Minimum Wage Rate Schedule as determined by the Department of Labor & Industrial Relations is appended in the Special Provisions and made a part hereof. There shall be posted in a prominent and accessible place on the site of the work a legible statement of the schedule of wages specified in the contract to the various classifications of laborers, workmen, and mechanics employed. Said statement to remain posted during the life of each contract. A notarized copy of all payrolls covering any of the work performed under the contract shall be filed with the prevailing wage coordinator in the County Commissioners Office within two (2) weeks after initial payment and weekly thereafter.

The Contractor shall conform with all applicable provisions of 153.59 and 153.60 of the Ohio Revised Code with respect to discrimination and intimidation on account of race, creed, sex, handicap, or color. Ohio Revised Code Sections 153.59 and 153.60 are reproduced below:

§ 153.59 DISCRIMINATION AND INTIMIDATION ON ACCOUNT OF RACE, RELIGION, SEX, DISABILITY, NATIONAL ORIGIN OR ANCESTRY

Every Contractor for or on behalf of the State, or any Township, County, or Municipal Corporation of the state, for the construction, alteration, or repair of any public building or public work in the state shall contain provisions by which the contractor agrees to both of the following :

- (A) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall

discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

- (B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color;

§153.60 FORFEITURE

The Contract referred to in Section 153.59 of the revised code shall provide as a forfeiture for any breach of the provisions against discrimination:

- (A) That there shall be deducted from the amount payable to the contractor by the state or by any Township, County, or Municipal Corporation thereof, under this contract, a forfeiture of Twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;
- (B) That the contract shall be canceled or terminated by the state or by any Township, County, or Municipal Corporation thereof, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

The Contractor shall conform with all Federal Laws regarding Civil Rights and the American with Disabilities Act of 1990.

The Contractor shall conform with all applicable provisions of Section 153.011 and 5525.21 of the Ohio Revised Code and Federal Regulation 23 CFR 635.410 with respect to domestic steel use.

§ 153.011 DOMESTIC STEEL PRODUCTS ONLY TO BE USED IN STATE SUPPORTED PROJECTS; EXCEPTION:

- (A) Except as provided in division (D) of this section, whenever any building or structure, including highway improvements, in whole or in part supported by state capital funds, including moneys from the education facilities trust fund, is to be erected or constructed, or whenever additions, alterations, or structural or other improvements are to be made, if any steel products are to be purchased for or provided in the construction, repair, or improvement project, only steel products as defined in division (F) of this section shall be purchased for or provided in the project.

The Contractor shall conform with all applicable provisions of Section 153.03 of the Ohio Revised Code with respect to Drug Free Workplace Program participation.

§ 153.03 DRUG FREE SAFETY PROGRAM (DFSP):

During the Contract time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03 ("OBWC- approved DFSP"). If the Contractor provides Subcontractors that provide labor on the Project site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFSP or an OBWC- approved DFSP.

Federal Occupational Safety & Health Act Rules (OSHA) shall be observed at all times.

Materials purchased for use of consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code.

11. CONTRACTOR'S RESPONSIBILITY

All work shall conform to Federal, State and Local laws, codes, and ordinances and other regulations.

Each Contractor shall be responsible for properly laying out his own work, and for any damages which may accrue by reason of his inaccuracy.

Each Contractor shall protect his work from damage by erecting barriers, providing lights, etc. as may be required to maintain good and safe working conditions at all times and as necessary to protect all materials on the site. He shall be responsible for any damage which may result to the property of other contractors as a consequence of his acts or neglect.

Each Contractor shall obtain all permits or licenses required in the performance of his work, and shall pay all fees in conjunction therewith.

Each Contractor shall protect, defend and save harmless the Owner against any demand for payment for the use of any patented material, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and he further agrees to indemnify and save harmless the Owner from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any acts of the contractor, his servants or agents.

Each Contractor shall cooperate with all other contractors in the execution of their work or storage of tools and materials on the site.

To insure the proper execution of his work, each Contractor shall inspect and measure all

previously completed work adjacent to his own and report any discrepancies to the Engineer before proceeding with any of his work which might be adversely affected.

Each Contractor shall render all necessary assistance to the Engineer on the site, by providing tools, labor, or other facilities to provide for inspection, measuring or laying out of work in connection with the project.

12. INSURANCE

a. WORKMEN'S COMPENSATION INSURANCE - The Contractor and any subcontractors shall take out and maintain such insurance as will protect them from claims under Workmen's Compensation laws, disability benefit laws or other similar employee benefit laws and from claims for damages because of bodily injury, occupational sickness or disease, or death of their employees. Proof of compliance with Workmen's Compensation laws shall be filed with the Owner prior to beginning work and until the date of final payment for the Project and the Contractor shall indemnify and save harmless the Owner from any contributions or liability thereof.

b. BODILY INJURY AND PROPERTY DAMAGE INSURANCE - The Contractor shall provide insurance for (1) Comprehensive Public Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations - Products, and (2) Automobile Bodily Injury and Property Damage Liability, including owned, non-owned and hired vehicles. Any combination of the Contractor's coverage limits, including umbrella - excess liability limits shall provide no less than \$1,000,000 single limit bodily injury and property damage liability coverage.

The following coverage, if excluded from the Contractor's standard coverage, shall have the exclusions deleted for policies provided under this Contract: (1) Underground damage caused by mechanical equipment coverage, (2) collapse of or structural injury to buildings coverage, if the nearness of buildings warrants this type of coverage, and (3) blasting shall be provided, if explosives are used in the performance of this Contract.

Insurance shall be provided by an insurance company authorized to do business in the State of Ohio, shall be approved by the Owner, and shall remain in force until the date of final payment for the Project. Before starting work, the Contractor shall furnish a certificate (accord form) certifying the required coverage. Policies (and certificates) shall contain the following endorsements: "The company agrees that 30 days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Seneca County Engineer".

c. BUILDER'S RISK INSURANCE - The Contractor shall take out and maintain Builder's Risk Insurance on Bridges and Buildings against loss by fire, extended coverage, vandalism and malicious mischief on the insurable portion of the Project. Such insurance shall be in an amount which may vary with the extent of the work completed, but shall at all times be at least equal to the amount previous paid by the Owner on account of work and materials, plus the value of work and materials furnished or delivered by the Contractor but not paid for by the Owner. Insurance shall be issued in the names of the Owner and the Contractor as joint insured as their interests may appear, and shall remain in full force and effect until the date of final payment for the Project.

The Owner shall be furnished the original Builder's Risk Policy. It will be returned to the Contractor upon final acceptance of the contract.

13. INSPECTION AND TESTING OF MATERIALS

The successful bidder must pay for inspection and testing of materials in accordance with the requirements of the Specification, whenever such inspection or testing is called for under the Specifications or by the Engineer.

14. CONTRACT DOCUMENTS

Contract documents consist of the following: Instruction to Bidder: Legal Notice, Information to Bidders; Proposal: Bid Proposal, Bid Signature Sheet, Bid Guaranty & Contract Bond (Performance and Payment Bond), Power of Attorney, Contract Agreement, Non-Collusion Affidavit, Special Provisions: Supplemental Specifications & Prevailing Wage Rates.

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent is to include all work required for completion of the project in a finished workable condition. Work described in words having a well known technical or trade meaning shall be held to refer to recognized standards.

Questions arising from interpretation of the contract documents shall be submitted to the Engineer in writing for his decision, which shall be final and binding upon all parties to the contract.

The Contract prices bid in the proposal shall be deemed to include all costs of whatever nature involved in the proper and complete execution of work.

15. MATERIALS AND WORKMANSHIP

Unless otherwise stipulated in the specification, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials. The Contractor shall furnish to the Engineer for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplated installing, together with their performance capacities and other pertinent information.

Shop drawings, schedules and similar documents shall be submitted in duplicate for approval before manufactured or fabricated items are produced.

Approval by the Engineer shall in no way relieve the Contractor from responsibility for proper measurements, fitting, and construction of the work, nor for the necessity of furnishing materials or workmanship not indicated on shop drawings as approved which are required by the plans or specifications.

If not specified in detail, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

When required by the specifications or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

Whenever, in these plans and specifications, there is called for a product of specific manufacturer it is understood that such is merely descriptive of the minimum qualifications and not restrictive as to manufacture. Substitutions of equivalent items may be made **if approved** by the Engineer, whose decision shall be final.

16. INSPECTION

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, (except such shop work as may be so permitted), shall be done except in the presence of the Engineer or his assistants. No materials of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection.

The inspection and supervision of the work by the Engineer is intended to aid the Contractor in supplying labor and materials in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of his contract obligations.

17. ESTIMATED QUANTITIES

The Contractor agrees; that the quantities of work as indicated on the plans are only approximate; that during the progress of the work the County may find it advisable, and shall have the right, to omit portions of the work and to increase or decrease the quantities; and, that the County reserves the right to add or to take from any item as may be deemed necessary or desirable. The Contractor shall and will at no time make claims for anticipated profit or loss of profits, or damages of any kind, because of any difference between the quantities of the various classes of work actually done, or of the material actually furnished, and said estimated quantities.

18. EXTRA WORK

The Contractor shall do any work and/or furnish any materials not herein provided for, which in the opinion of the Engineer, may be found necessary or desirable for the completion of the work. No extra work will be paid for or allowed unless the same was done upon written contract with the Board of Commissioners of Seneca County, Ohio, and after all legal requirements have been complied with. The Contractor agrees that he will accept as full compensation for extra work, so ordered an amount determined by one of the

following methods:

1. Unit prices stated in the proposal, if applicable; or
2. A price mutually agreed upon, in writing, by the Engineer and the Contractor; or
3. A sum equal to the actual net cost of materials and labor (including premium for Workmen's Compensation Insurance) plus agreed rental, for equipment necessary for the extra

work, to the sum of which may be added fifteen (15%) percent as compensation for all other items of expense, including overhead, superintendence, use of small tools and other insurance.

The decision of the Engineer as to whether extra work in fact has been performed shall be conclusive and binding upon both parties to this contract.

19. COMMENCEMENT, COMPLETION, TIME EXTENSION, LIQUIDATED DAMAGES

The Contractor shall commence work within ten (10) days after the notice to proceed and the rate of progress shall be such that the whole work shall be completed and the site cleaned up in accordance with the contract before the completion date established by the Contractor in his proposal, unless an extension of the completion date shall have been granted by the Engineer.

If the Contractor is delayed due to causes beyond his control, he shall present a claim in writing to the Engineer within five (5) days of the occurrence of such alleged delay, who shall investigate the claim and may obtain the Owner's consent to extend the time for completion of the contract. Such extension shall be final and binding on all parties to the contract.

It is mutually agreed that time is of the essence of this Contract and delay in completion of the project herein will result in damages to the public; now therefore, it is hereby stipulated that upon failure of the Contractor to complete said project within the time limits specified in his bid, Contractor will pay to Owner liquidated damages as indicated in the following schedule for each and every day that may elapse after the completion date. The Contractor hereby authorizes the Owner to withhold said amount(s) from any payments due Contractor under this Contract.

Original Contract Amount
(Total Amount of Bid)

Amount of Liquidated Damages
to be Deducted for Each
Calendar Day of Overrun in

From More Than

To and Including

Time

\$ 0

\$ 25,000

\$ 30.00

\$ 25,000

\$ 50,000

\$ 50.00

\$ 50,000

\$ 100,000

\$ 75.00

\$ 100,000	\$ 500,000	\$100.00
\$ 500,000	\$ 1,000,000	\$150.00
\$1,000,000	\$ 2,000,000	\$200.00
\$2,000,000	\$ 5,000,000	\$400.00
\$5,000,000	\$10,000,000	\$500.00
Over \$10,000,000		\$600.00

**20. SENECA COUNTY ENGINEER'S DEPARTMENT
DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS**

The Department's Dispute Resolution and Administrative Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract

time from the Department in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in question, and differences of opinion between the Department's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the Department. Disputes and claims by subcontractors and suppliers against the Department but not supported by the Contractor will not be reviewed by the Department.

Disputes and claims subject to review by the Department include:

1. Interpretation of specifications, standard drawings, plans, proposal, working drawings, change orders, and orders by Department personnel having authority over the project.
2. Differing site conditions as defined in 104.02.B, 2008 CMS.
3. Cost and time incurred by:
 - a. Suspension of work pursuant to 104.02.C.
 - b. Significant changes in character of work pursuant to 104.02.D.
 - c. Utility interference with the work pursuant to 105.07 and 4A notes.
 - d. Extra work ordered pursuant to 104.02.F and the policy on Change Orders.
 - e. Acts or inaction of the Department or other government agencies.
4. Adequacy and constructability of the plan design.
5. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in

108.06 and the current Policy 27-012(P) -Time Extensions and Waiver of Liquidated Damages.

6. Other subjects mutually agreed upon by the Department and Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust the Department's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in the Court of Claims. The following procedures do not compromise the Contractor's right to seek relief in the Court of Claims.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Department personnel involved in second step review will not consider a dispute until the previous step has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact Department personnel involved in a second step review until a decision has been issued by the first step.

Failure to meet any of the timeframes outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work

The Contractor shall continue with all Work, including that which is in dispute. The Department will continue to pay for Work.

Step 1 (On-Site Determination)

The Inspector and Construction Engineer shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in 104.02.G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Construction Engineer will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

Step 2 (County Dispute Resolution)

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the County Engineer (CE). The CE will assign the dispute a dispute number. The dispute number will consist of the County number, followed by a hyphen, the project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the CE.

2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comport with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documents.

The County Engineer shall meet with personnel from the Contractor's headquarters and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The County Engineer will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute.

The County Engineer shall be responsible for hearing and deciding disputes at the Step 2 level. The decision of the County Engineer is the final step of the Department's Dispute Resolution Process and may not be appealed within the Department. The County Engineer is not bound by any offers of settlement or findings of entitlement made during Steps 1 and 2 of the Dispute Resolution Process.

The dispute becomes a claim when the County Prosecutor receives the *Notice of Intent to File a Claim*. It is to be understood that in no event will the County incur a cost, or pay for work disputed, that is not otherwise encumbered by a Certification of Funds by the Seneca

County Auditor.

Interest on Claims

The County shall not pay interest on any amount found due on a claim

Step 3- Alternative Dispute Resolution (ADR)

In lieu of Filing a Claim or at any time after the County Engineer's hearing, the Contractor may request that the claim proceed through the Alternative Dispute Resolution Process. The Department may agree to binding arbitration as defined by ORC 5525.23 or mediation in the manner in which those methods are practiced by the Department and allowed by law.

The Construction Engineer will coordinate the agreement of the parties to the ADR method, the selection of a neutral third party or technical expert, and the sharing of fees of the neutral third party or technical expert equally. The Construction Engineer will obtain a written agreement, signed by both parties, that establishes the ADR process. The neutral third party or technical expert will have complete control of the claim upon execution of the ADR agreement.

21. SEQUENCE AND PROGRESS OF WORK

Immediately upon approval of the contract, the Contractor shall submit the following for the approval of the Engineer:

1. A time-progress schedule for the completion of the work.
2. A list of proposed sub-contractors.
3. A list of proposed materials and suppliers.
4. A list of equipment to be used.
5. A list of haul roads.
6. Certificates of Insurance for liability and builders risk insurance.

No departure from approved lists of sub-contractors or materials shall be permitted subsequently without written consent of the Engineer. Prior to approval of the progress schedule, the Contractor shall make any changes deemed necessary by the Engineer.

If, at any time before the commencement or during the progress of the work, the materials and appliances used or to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the contractor to increase efficiency or to improve their character and the Contractor shall conform to such order, but the failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

22. OWNER'S RIGHT TO DO WORK OR SUSPEND WORK

The Owner reserves the right to furnish, at any time, such materials and labor, and to execute such work, in addition to the work of the contractor, as the owner may desire.

If the contractor shall fail to perform any provision of this contract, neglect to prosecute his work properly, or refuse to rectify deficiencies or defects the Owner (after ten days written

notice to the Contractor) may do such work necessary and deduct the cost thereof from payments due the Contractor, provided, however, that the engineer shall approve both such action and the amount to be deducted for the cost thereof.

The Engineer may suspend the work of the contractor in whole or in part for a length of time specified.

The Contractor may be compensated for such time of suspension at actual cost not including profits. Costs for machinery or equipment which is idle shall only include those pieces of equipment actually located on the project site. If owned by the Contractor, the rate of compensation shall be at fifty percent (50%) of the reasonable rental rate.

The date for completion shall be extended the number of days of delay the suspension is in force.

The Contractor shall start or resume his work when so notified by the Owner or the Engineer.

23. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor shall disregard written instructions of the Engineer, or otherwise violate the provisions of the contract, and his bondsman, after fifteen (15) days written notice to the Contractor may terminate the employment of the Contractor and take full possession of the premises and all tools, materials, and equipment and complete the work in any manner deemed expedient. No further payments shall be made to the contractor until such work is fully completed and costs determined. Cost of such completion shall be paid for from monies due the contractor, or if insufficient he shall pay the difference to the Owner. Expenses and damages incurred through the contractor's default shall be certified by the engineer, and amounts so certified shall be binding upon all parties to the contract.

24. NO WAIVER OR RIGHTS

Neither the inspection of the Engineer or Commissioners or any of their employees, nor any order, measurement or certificate by the Engineer or Commissioners, nor any order by the Commissioners for the payment of money, nor any payment for, or acceptance of the whole or any part of the work by the Engineer or Commissioners, nor any extension of time, nor any possession taken by the Commissioners or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Commissioners, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Commissioners shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of the Contract.

25. MONTHLY ESTIMATES

Estimates for payment for materials delivered to the site and for work performed shall be submitted by the Contractor after acceptance by the Engineer who shall have the sole right to determine the accuracy of the quantities to be accepted.

Acceptance of any portion of the work.

Materials delivered at the site shall immediately become the property of the Owner.

The Contractor shall submit waivers of lien, affidavits, receipts, or such other evidence of payment to sub-contractor, suppliers, and employees.

26. FINAL ACCEPTANCE/FINAL ESTIMATE

When notified by the contractor that the work is completed, the Engineer and the Contractor shall make a joint inspection of the project and note any items not completed in accordance with the contract as determined by the Engineer.

After reasonable time, they shall again inspect the project, if any items were found incomplete or unsatisfactory, and when all items are completed to the satisfaction of the Engineer, he shall issue a "Certificate of Completion" stating the date when the work was completed and accepted, which shall be the date for the beginning of the guarantee period, and authorization for the Owner to make final payment to the contractor, including amounts retained on partial payments during the period of construction.

In the event there are exceptions at the time of completion, such exceptions shall be properly noted on the "Certificate of Completion" and such payments covering them withheld until corrected.

Before the final payment is made, the Contractor must furnish an affidavit to the County that all bills for labor and materials have been paid; and an affidavit to the County stating that he has fully complied with Chapter 4115 of the Ohio Revised Code; and an affidavit to the County stating that he has fully complied with Sections 153.59 and 153.60 of the Ohio Revised Code and all Federal requirements regarding Civil Rights, OSHA, and the 1990 Americans with Disability Act. Compliance with Section 27 Guarantee will be necessary prior to releasing the final payment.

27. GUARANTEE

The Contractor shall guarantee his workmanship and materials for a period of two years in the form of a separate Maintenance Bond from the date of acceptance by the Engineer, and shall leave the work in perfect order at completion. Should defects develop within the guarantee period, upon written notice, the Contractor shall remedy the defects and reimburse the Owner for all damage to other work caused by the defects or by work of correcting them. The Maintenance Bond shall be in the original contract amount.

28. FINAL PAYMENT TO RELEASE THE COUNTY

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or performed or relating to the work, and for every act and neglect of the County and others relating to or arising out of the work, excepting only his claims, if any, for amounts withheld by the County, upon final payment. No payment however, final or otherwise shall operate to release the Contractor nor his Sureties for any obligation upon or under this Contract or the Contractor's Bond.

29. PRICE ADJUSTMENTS

The County does not make any pay adjustments for fluctuation in the price of any materials used for this project including asphalt concrete. The unit price the contractor bids will be the amount paid for that item for the entire project.

BID PROPOSAL
For
2017 SENECA COUNTY CHIP SEAL PROJECT B

To the Board of Seneca County Commissioners:

The undersigned, having full knowledge of the specifications for the furnishing of the equipment/materials in this proposal, hereby agrees to furnish all services, materials, and equipment necessary to supply said equipment/material, according to the plans, specifications and contract documents, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

Date set for completion: Friday, August 11, 2017

The "TOTAL AMOUNT OF THE BID", based on the "Approximate Unit Quantities" given below times the unit prices specified by the bidder amounts to the sum of

_____ and _____/100 Dollars
 (\$_____).

Submitted by _____

Authorized Agent _____

Address _____

UNIT PRICE CONTRACT

For the placement of: Single chip seal along sections of CR14, CR30, CR38, CR41, CR43, CR44, CR46 and CR49

ENGINEER'S ESTIMATE: \$ 439,639

<i>Ref. No.</i>	<i>ODOT Item No.</i>	<i>Approx. Unit Quant.</i>	<i>Description</i>	<i>Itemized Proposal</i>	
				<i>Unit Price Bid</i>	<i>Total Amt. Bid</i>
1	422	133,256 GAL	Seal Coat, Asphalt (RS-2 Emulsified Binder)		
2	422	3,831 TONS	Cover Aggregate (#8 washed stone)		

*SUPPLEMENTAL ITEM					
*3	422	6,700 GAL	Seal Coat, Asphalt (RS-2 Emulsified Binder)		
*4	422	200 TONS	Cover Aggregate (#8 washed stone)		
TOTAL					

Have you double checked your bid??? Errors or omissions could result in your bid's being declared informal.

B1

BID SIGNATURE SHEET

PROJECT-C-1703; 2017 SENECA COUNTY CHIP SEAL PROJECT B

PREQUALIFICATION OF BIDDERS - The right to make such investigations as may be deemed necessary to determine the ability of the bidder to perform the work is reserved. The bidder shall furnish all such information and data for this purpose as requested. The right is reserved to reject any bid, if the evidence submitted by or investigation of, such bidder fails to establish that such bidder is properly qualified to carry out the obligations of the contract.

(This page must be executed, in the appropriate place, prior to submission of this bid)

WRITTEN CONTRACT -

On acceptance of the proposal for said work _____ do hereby bind _____
(I or We) (myself or ourselves)
this _____ day of _____, 20____, to enter into a written contract with the Seneca County Commissioners within ten days from date of notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

(Name) _____
(Post office address)

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

(Trade Name) _____
(Post office address)

_____ Sole Owner

By _____

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership) _____
(Post office address)

By _____

(Partner) _____

(Post
office
address)

IF A CORPORATION, SIGN BELOW:

(Name of corporation)

Incorporated under the laws of the State of _____

By _____
(Signature and Title of officer signing)

BID GUARANTY AND CONTRACT BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned (1) _____
(full name or legal title of Contractor and address)

_____ as principal and (2) _____
(full name or legal title of Surety)

_____ as
sureties, are hereby held and firmly bound unto the State of Ohio, for the use of Seneca
County hereinafter called the Obligee, in the penal sum of the dollar amount of the bid
submitted by the Principal to the Obligee on _____,
20_____ to undertake the project
known as: _____
(description of project)

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the
Obligee, incorporating any additive or deductive alternate proposals made by the Principal
on the date referred to above to the Obligee, which are accepted by the Obligee. In no case
shall the penal sum exceed the amount of _____ dollars
(\$_____).
(surety ceiling on the amount of the bond)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named
Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to
enter into a proper contract in accordance with the bid, plans, details, specifications, and bills
of material; and in the event the Principal pays to the Obligee the difference not to exceed
ten percent of the penalty hereof between the amount specified in the bid and such larger
amount for which the Obligee may in good faith contract with the next lowest bidder to
perform the work covered by the bid: or in the event the Obligee does not award the contract
to the next lowest bidder and resubmits the project for bidding, the Principal will pay the
Obligee the difference not to exceed ten percent of the penalty hereof between the amount
specified in the bid, or the costs, in connection with the resubmission, of printing new contract
documents, required advertising and printing and mailing notices to prospective bidders,
whichever is less, then this obligation shall be null and void, otherwise to remain in full force
and effect. If the Obligee accepts the bid of the Principal and 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 material therefore; and shall pay all lawful claims of subcontractors,

material men, 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 the benefit of any material man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any way effect 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.

SIGNED AND SEALED This _____ day of _____, 20_____.

In presence of

Principal

(Witness to Principal's Signature)

By: _____

Title: _____

(Witness to Surety's signature)

Surety

By: _____

Attorney-in-fact

Surety company address

Approved _____, 20_____

Surety Agent's Name and Address

Board of County Commissioners

I hereby approve the form of the foregoing Contract and Bond.

_____, 20____ Pros. Atty.

Attach corporate seal of principal if corporation.

Attach corporate seal of surety company if signing as surety.

- (1) If a corporation, insert "A corporation organized under the laws of the State of _____, with its principal place of business at _____ in Ohio."

- (2) If a surety company, insert "A corporation organized under the laws of the State of _____ and duly authorized to transact business within the State of Ohio."

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that the he is the

_____ or authorized representative of _____

or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said

bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other

bidder or person, to submit a sham bid, or refrain from bidding; 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; to fix any overhead, profit or cost element of

said bid price, or of that of any other bidder; to secure any advantage against the County of

Seneca or any person or persons interested in the proposed contract; that all statements contained

in said proposal of bid are true, and that, such bidder contents thereof, or divulged information or

data relative thereto any other potential bidder. Further, Affiant affirms that no county employee

has any financial interest in this company or the bid being submitted.

Affiant & Title

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(Seal)

POWER OF ATTORNEY

Attach to this page:

A properly executed Power of Attorney showing the authority of the person or persons executing the bond for the Surety or Sureties at the date of the Bond;

or

A Certified Check

or

A Cashiers Check

NOTE: The blank on the bond form where surety indicates the ceiling amount of the bond is not the penal sum of the bond, but the maximum surety will bond the bid. If there is an error in extension of unit prices and the total bid exceeds the ceiling amount indicated, the bid will be declared informal and may be rejected. In the event the contract were offered to the bidder, a new bond would be required. The words "Unlimited Dollars" are acceptable, if that is in fact the relationship between the bidder and his surety. The words "100% of the Contract" are also acceptable. The ceiling amount should not exceed the maximum dollar amount indicated on the Power of Attorney.

CONTRACT AGREEMENT

PROJECT: 2017 Seneca County Chip Seal Project B

For the construction of: 2017 Seneca County Chip Seal Project B in Seneca County, Ohio, as designated by the unit price contract included herewith, for the Seneca County Commissioners.

This AGREEMENT, made and entered into this _____ day of _____, 2017, between the Seneca County Commissioners, hereinafter designated as the OWNER and _____ of _____ herein after designated as the CONTRACTOR.

WITNESSETH:

That the CONTRACTOR has agreed and by these presents does agree with the OWNER, for the consideration hereinafter mentioned and contained, to furnish all necessary materials, labor and equipment, as called for in the plans, specifications and unit price contract above for the OWNER, for the total sum of _____ and __/100 Dollars \$_____.

The actual sum to be paid, however, will be the aggregate total as determined by the work actually performed by the CONTRACTOR, calculated upon the unit prices set out in his proposal hereto attached and made a part hereto.

A PERFORMANCE BOND in the amount of one hundred percent (100%) of the bid is attached to this contract.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this contract on the day and year above written at Tiffin, Ohio.

WITNESS:

**SENECA COUNTY
COMMISSIONERS: (OWNER)**

_____ by _____
by _____
by _____

WITNESS:

CONTRACTOR:

title _____

RECOMMENDED BY:

_____, 20____
date

Engineer Seneca County

CERTIFICATION OF FUNDS:

See attached sheet from Auditor.

APPROVAL OF FORM:

I, _____ Prosecutor of Seneca County, Ohio, do hereby certify the
form of this CONTRACT.

_____, 20____
date

Seneca County Prosecutor