

## **INSTRUCTION TO BIDDERS**

Bids will be received by Craig Chessler, Fiscal Officer of the Board of Trustees of Perry Township, Stark County, Ohio, 3111 Hilton St., N.W., Massillon, Ohio 44646 until **6:00 PM** on the **16<sup>TH</sup>** day of **JULY 2024**, for the **2024 RESURFACING OF VARIOUS PERRY TOWNSHIP ROADS**.

The Plans and Specifications for the **2024 RESURFACING OF VARIOUS PERRY TOWNSHIP ROADS** may be obtained from Craig Chessler, Fiscal Officer of the Perry Township Board of Trustees, 3111 Hilton St., N.W., Massillon, Ohio 44646. All bids will be publicly opened and read by the Fiscal Officer at the Perry Township Administration Office Located at 3111 Hilton St., N.W., Massillon, Ohio 44646 on the **16<sup>TH</sup>** day of **JULY, 2024** at **6:00 p.m.**, unless extended by written or oral notice of the change given to all persons who received or requested Specifications, no later than 72 hours prior to the date and time fixed for such openings.

No bid shall be considered unless accompanied by a bond or certified check on a solvent bank in the amount of ten percent (10%) of the bid, provided that, if the bid is accepted, a contract will be entered into and the performance of it properly secured. All bonds or certified checks of rejected bidders will be returned. Each bid will be made on the Bid Proposal Form and any exceptions shall be separately listed on the form provided therefore, and will indicate the manner in which they differ from specifications.

The bid shall be enclosed in a sealed envelope marked **PERRY TOWNSHIP-2024 RESURFACING PROJECT**.

**No bidder may withdraw their proposal for a period of thirty (30) calendar days after the time and date from receipt of the proposal.**

**Each bid shall contain the full name and address of the person or company making the bid. Bids will be submitted with a copy of the specifications and exemptions, if any. The contract will be awarded to the lowest responsible bidder. The Board of Trustees reserves the right to accept or reject any or all, bids.**

**The successful bidder shall execute the statement required under Ohio Revised Code Section 5719.042 as to personal property taxes before a contract is entered into between such bidder and the Board. The statement form that must be executed is attached to the specifications as Attachments #1 and 2#. A copy of the statement of the successful bidder shall be incorporated into the contract prior to payment being made.**

**Page 2 – Instruction to Bidders**

**The Bidder will state in his proposal the calendar days required for the completion of the specified project. Work shall not begin prior to authorization in writing by the Perry Township Board of Trustees and must be completed no later than NOVEMBER 15, 2024.**

**BY ORDER OF THE BOARD OF TRUSTEES**

**PERRY TOWNSHIP, STARK COUNTY, OHIO**

**CRAIG CHESSLER, FISCAL OFFICER**

ATTACHMENT 1

STATE OF OHIO ) STATEMENT OF NON-LIABILITY FOR  
PROPERTY ) SS: DELINQUENT PERSONAL  
STARK COUNTY ) TAXES

\_\_\_\_\_, being first duly sworn, says that he has been

(See note below)

awarded a contract by the Perry Township Board of Trustees after competitive bidding; and  
(name of taxing district)

\_\_\_\_\_  
(see note below)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2024

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

NOTE: Where an individual had submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation had submitted a bid, the name of the officer, his position and the name of the corporation should appear.

**BID GUARANTY FORM 1**

**BID GUARANTY BOND**

(and Performance Bond)

Page 1

KNOW ALL MEN BY THESE PRESENTS:

That we, the \_\_\_\_\_

(Name, Address of Contractor)

as Principal, hereinafter called Principal, and \_\_\_\_\_

---

(Name and Full Mailing Address of Surety)

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as surety, hereinafter call Surety, are hereby and firmly bound unto the Perry Township Board of Trustees, Stark County, Ohio as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on the \_\_\_\_ day of \_\_\_\_\_, 2024 to \_\_\_\_\_. The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. 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 CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that whereas the Principal has submitted a bid for the Project.

## **BID GUARANTY BOND**

(And Performance Bond)

Page 2

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 (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which 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 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 (10) days after receipt of notification of award of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein: NOW ALSO, if said Principal shall well and faithfully so and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in carrying forward, performing, or completing of said contract; we agree and assent that this undertaking shall be for the Obligee herein; then one (1) year thereafter 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.

Upon the execution of the proper contract specified herein, the said Bid Guaranty Bond shall constitute and be a Performance Bond as provided herein and in accordance with the statutes of the State of Ohio.

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

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_

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

WITNESS OF PRINCIPAL

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

Surety: \_\_\_\_\_

\_\_\_\_\_

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

WITNESS OF ATTORNEY-IN-FACT

Attorney-in-fact

\_\_\_\_\_

\_\_\_\_\_

(Full Mailing Address)

- (1) Signed by the same one or two Officials who will be signing the contract.  
Facsimile signatures are not acceptable.

(This Bond may be photocopied, but not retyped.)

The required bid guarantee is attached to this proposal.

Upon acceptance of this proposal for said work, the Perry Township Board of Trustees does hereby Bind this day of \_\_\_\_\_, 2024 to enter into a written contract and the bond with the Perry Board of Trustees, Stark County, Ohio within ten (10) days from the date of the award.

**PERRY TOWNSHIP ROAD DEPARTMENT SPECIFICATIONS  
FOR  
VARIOUS ROAD SURFACE RESURFACING  
SECTION: VARIOUS ROADS  
PROJECT: PERRY TWP-2024  
OPENING: JULY 16, 2024  
OPENING TIME: 6:00 PM**

| <b>REF #</b> | <b>ITEM #</b>  | <b>DESCRIPTION</b>                                      | <b>ESTIMATED QUANTITIES</b> | <b>UNIT BID</b> | <b>TOTAL</b> |
|--------------|----------------|---|-----------------------------|-----------------|--------------|
| 1            | 407            | Tack Coat/Gal.  | <b>5,097</b>                |                 |              |
| 2            | 407            | Cover Aggregate/T                                       | -----                       |                 |              |
| 3            | 702.13         | Rub: Tack Coat/Gal.                                     | -----                       |                 |              |
| 4            | <del>301</del> | <del>Asphalt Concrete/T</del>                           | <del>-----</del>            |                 |              |
| 5            | 448            | Asphalt Concrete Surface Course Type 1, PG64-22/T       | <b>5,636</b>                |                 |              |
| 6            | 448            | Asphalt Concrete ¾ Spot Leveling Course Type 1, PG64-22 | <b>1,000 tons</b>           |                 |              |
| 7            | Special        | Profile/Lin. Ft.  | <b>51,890</b>               |                 |              |
| 8            | 254            | Pavement Planning sq yards                              |                             |                 |              |
| 9            | 614            | Maintaining Traffic                                     | <b>Lump</b>                 |                 |              |
| 10           | 251            | Partial Depth Pavement Repair(4")                       | <b>500 tons</b>             |                 |              |



|    |                               |   |             |  |  |
|----|-------------------------------|---|-------------|--|--|
| 11 | 204                           | Sub-grade<br>compaction                   | _____       |  |  |
| 12 |                               | Pavement Striping<br>& Markings           | -----       |  |  |
| 13 | 00201596                      | Manhole Risers-<br>1 1/2"                 | <b>82</b>   |  |  |
| 14 | 604                           | C.B. Reconstructed<br>to grade            | _____       |  |  |
| 15 | 609                           | Rolled curb<br>replacement as per<br>plan | _____       |  |  |
| 16 | Mobilization                  | Mobilization                              | <b>lump</b> |  |  |
| 17 | Bond                          | Bond                                      | <b>lump</b> |  |  |
| 18 | 608                           | Curb Ramp Type<br>B2                      | _____       |  |  |
| 19 | 614                           | Temporary<br>Centerline Class II          |             |  |  |
| 20 | 8360<br>East Jordan           | Monument Box<br>Risers                    | <b>0</b>    |  |  |
|    | <b>Total Project<br/>Cost</b> |   |             |  |  |

**THIS PAGE MUST BE SUBMITTED WITH BID**

**PERRY TOWNSHIP ROAD IMPROVEMENT BID SPECIFICATIONS**

**BID FORM**

**(Page 1)**

**NOTE 1:** The signing of the bid represents the bidder's acceptance of the terms and conditions of the instructions to bidders and specifications and provisions and that the bidder will enter into the contract if he is awarded the bid. Bid is to be firm for thirty (30) days.

**Note 2:** The bidder agrees that the Perry Township Board of Trustees had the right to reject any or all bids and waive informality in any bid and that the bidder shall not dispute the correctness of the methods used in computing the lowest and best bidder.

**TO:** Perry Township Board of Trustees

3111 Hilton St., NW

Massillon, Ohio 44646

**FROM:** \_\_\_\_\_

(Firm Name)

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

\_\_\_\_\_

(Phone Number) \_\_\_\_\_

**ARE YOU AN EQUAL OPPORTUNITY EMPLOYER?**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF OHIO            )

) SS:

COUNTY OF STARK        )

\_\_\_\_\_, being first duly sworn,  
deposes and says that he is \_\_\_\_\_ (Sole  
Owner, a partner, a president, a secretary, etc). of \_\_\_\_\_  
the party making the foregoing proposal bid; that such bid is genuine and not  
Collusive or sham; that said bidder or person, 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 the affiant or any other bidder, or to fix any  
Overhead, profit, or cost element of said bid price, or that of any other bidder, or  
to secure any advantage against Perry Township, Stark County, Ohio, or any  
person interested in the proposed contract; and all statements contained in said  
proposal or bid are true; and, further that such bidder has not, directly or  
indirectly, submitted this bid, or the contents thereof, or divulged information or  
data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_

Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

**CORPORATE RESOLUTION**

\_\_\_\_\_, Secretary

Of \_\_\_\_\_

An \_\_\_\_\_ Corporation hereby certifies that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of \_\_\_\_\_, on \_\_\_\_\_, 2024, to wit:

“Resolved, that \_\_\_\_\_ of This Company, namely,

\_\_\_\_\_  
Be and he hereby is authorized and directed to enter into any and all contracts, bid guaranties, and performance bonds with the Perry Township Board of Trustees, Stark County, Ohio, for the purposing of furnishing labor and materials as to

\_\_\_\_\_  
at such price and upon such terms and conditions, including any amendments or modifications thereto, as said

\_\_\_\_\_  
In his sole discretion shall deem best, and that said action shall be binding upon the corporation.

Resolved, further, that said \_\_\_\_\_ be, and he further is hereby authorized and directed to execute and deliver unto said Perry Township Board of Trustees other instruments which in his discretion he shall deem necessary to carry out the foregoing resolution.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of said

Corporation at \_\_\_\_\_, \_\_\_\_\_,  
this \_\_\_\_\_

Day of \_\_\_\_\_, 2024, and I further certify that said resolution is still in full force and effect.

SEAL

\_\_\_\_\_  
SECRETARY

**PERRY TOWNSHIP ROAD DEPARTMENT SPECIFICATIONS FOR SEPARATE ROAD  
SURFACE SPOT RESURFACING**

**DEFINITIONS**

**OWNER/TOWNSHIP** - Board for Trustees of Perry Township, Stark County, Ohio, or their authorized representative.

**TOWNSHIP REPRESENTATIVE** - shall be understood to mean the project representative employed or retained by the Owner and designated and authorized to act as its agent.

**INSPECTOR** - shall be understood to mean the on-site project inspection representative employed or retained by the Owner and designed and authorized to act as its agent.

**BIDDER**-is any person, firm or corporation submitting a proposal for work contemplated.

**CONTRACTOR**-is any person, firm, or corporation undertaking work on an executed Contract.

**SUBCONTRACTOR**-is any person, firm, or corporation undertaking work under the obligation of the Contractor, who prior to such undertaking, received the written consent of the Owner.

**SURETY**-is the corporate body individual (or individuals), bound with and for the Contractor for the acceptable performance of the Contract and for completion of the Work.

**PROPOSAL FORM**-is the approved form, bound with the specifications, upon which the Owner required formal bids to be prepared and submitted for the Work.

**PROPOSAL**-is the offer of the Bidder for the Work, made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

**SPECIFICATIONS**-are the directions, provisions, and requirements as contained herein or amended, pertaining to the method and manner of performing the work and the quantities and quality of materials to be furnished, and the method of evaluating payments under the Contract.

**SUPPLEMENTAL AGREEMENTS**-are written agreements executed by the Contractor and the Owner covering alterations necessary to the project as hereinafter provided.

**CONTRACT**-is the written agreement covering the performance of the Work and furnishing labor, tools, and equipment, and materials in the construction of the Work. The Contract shall include Notice to Bidders, Proposal, Specifications, and Bonds and also all Supplemental Agreements, required to complete the Work in a substantial and acceptable manner.

(Continued)

**CONTRACT BOND**-is the approved form of security furnished by the Contractor and his Surety or Sureties as a guarantee that he will complete the Work in accordance with the terms of the Contract, and all Supplemental Agreements pertaining thereto.

**WORK**-is all work specified or indicated on the Proposal and Contract Specifications, Plans, and Documents.

**SPECIFICATIONS FOR THE WORK**-all work under this contract shall be performed in strict compliance with the latest Edition of the State of Ohio Department of Transportation “Construction and Material Specifications”.

1. **CONSTRUCTION SPECIFICATIONS**

These Specifications and the latest Construction and Material Specifications of the State of Ohio Department of Transportation shall govern this Project. However, section 401.20 Asphalt Binder Price Adjustment, as set forth therein is specifically deleted from these Specifications whenever there may be any discrepancy between these Specifications and the Construction and Material Specifications of the State of Ohio Department of Transportation those Specifications shall control and supersede those of O.D.O.T.

2. **DESCRIPTION OF WORK**

The work shall consist of placing a 3/4” leveling course with normal crown of 448 Type 1 INTERMEDIATE COURSE (SPOT LEVELING) over an existing pavement that has been treated with an application of 407 Tack Coat. Upon completion of the 403 leveling course, a surface course of 448 Asphalt Concrete at a 1 ½” thickness will be applied. If there is no leveling course specified, then the Contractor shall apply the 407 Tack Coat ahead of the 448 asphalt paving work.

3. **ALIGNMENT AND PROFILE**

The work proposed by this project is for the resurfacing of the existing pavement. The alignment of the existing pavement will not be changed, and the profile of the proposed surface will be similar to that of the existing pavement except that it will be raised and amount equal to the thickness of the resurfacing. It is not intended that this work will restore a proper crown to the pavement.

4. **TACK COAT**

The tack coat operation shall be as determined as per ODOT SPEC. 407.05 and application rates shall not exceed 0.10 gallons per square yard. A street-by-street total is provided as a guide to tack coat gallon requirements.

(Continued)

**5. COVER AGGREGATE**

It is intended that the paving operation will closely follow the TACK COAT operation and there could be no need for cover aggregate. However, where traffic will drive over the tacked area, prior to resurfacing, those areas shall receive a coating of cover aggregate at the rate of 7 lbs. per sq. yd. Final payment shall be based on the total number of tons used as approved by the engineer.

**6. 448 ASPHALT CONCRETE**

**DESCRIPTION**

This item shall consist of surface (448), base (301) or (402) and/or leveling (403) course composed of mineral aggregate and bituminous material mixed in a central mixing plant.

**AGGREGATE**

Aggregates shall consist of crushed gravel, or crushed stone and sand or other inert finely divided mineral aggregate.

A. **Coarse Aggregate.** Shall conform to the Ohio Department of Transportation Construction and Material Specifications book (latest version), section 703.05, except as follows. All asphalt mixes, designated by ODOT as 301, 402, and 448 shall conform to the following revised specifications. The percentage of wear, Los Angeles test maximum shall be 35% (stone or gravel). For #8 material the percentage by weight of the mechanically crushed pieces, minimum 65%. The loss, sodium sulfate soundness test.

- a. 13.0 percent for all surface courses and any asphalt concrete course directly below an open-graded friction course.
- b. 13.0 percent for No. 8 aggregate fractions used in intermediate courses that will be exposed to traffic over the winter months.
- c. 15.0 percent for all other coarse aggregate used in intermediate courses that will be exposed to traffic over the winter months.

A. **Fine Aggregate.** Shall conform to the Ohio Department of Transportation Construction and Material Specifications book (latest version), section 703.5, except as follows: All asphalt mixes, designed by ODOT as 301, 402, and 448 shall conform to the following revised specification. The maximum loss for the sodium sulfate soundness test shall not exceed 13%.

B. **Sampling.** ASTM D75 shall be used when sampling coarse and fine aggregate.

**Bituminous Material**

Bituminous material shall be PG 64022. The requirements of ODOT 702.01 shall be replaced with ASSHTO provisional standard. MPI-93 or any superseding AASHTO specification for PG binders.

(Continued)

Bituminous material shall be PG 64022. The requirements of ODOT 702.01 shall be replaced with ASSHTO provisional standard. MPI-93 or any superseding AASHTO specification for PG binders.

**Material**

Bituminous material shall be PG 64022. The requirements of ODOT 702.01 shall be replaced with ASSHTO provisional standard. MPI-93 or any superseding AASHTO specification for PG binders.

**Preliminary Material Acceptance**

Prior to commencing construction, the contactor shall submit certified test reports to Perry Township for the following materials:

- A. Course Aggregate
  - 1. Gradation
  - 2. Percent of wear
  - 3. Soundness
  - 4. Fracture count
  - 5. Dry bulk gravity and absorption
- B. Fine Aggregate
  - 1. Gradation
  - 2. Soundness
  - 3. Dry bulk gravity and absorption

The Township also may require samples of each aggregate be submitted along the above test report data. One 50# bag for each material, to verify aggregate compliance.

**Composition of Mixture**

The bituminous plant mix shall be produced until a job mix formula had been approved by the Township. The bituminous mixture shall be designed using procedures contained in Chapter V, MARSHALL METHOD OF MIX DESIGN, of the Asphalt Institutes Manual Series No. 2 (MS\_2 Sixth Edition), Mix Design Methods for Asphalt Concrete, and shall meet the requirements of Table 1 and 2.



(Continued)

The job mix formula shall be submitted in writing by the contractor to the Township at least 15 days prior to the start of paving operations and shall include as a minimum:

- A. Percent passing each sieve size.
- B. Percent of asphalt cement.
- C. Number of blows of hammer compaction per side of molded specimen.
- D. Compaction temperature.
- E. Plot of the combined gradation on the FHWA 45 power gradation curve.
- F. Graphical plots of stability, flow, air voids, voids in mineral aggregate, and unit weight versus asphalt cement.

#### **Concrete Curb and Gutter Removal**

- a) Before any concrete curb and gutter is removed, the contractor shall inform the property owners where driveways are involved of the removal and replacement of concrete curb and gutter at their residents. The contractor shall maintain driveway entrance during all phases of the construction process unless a satisfactory agreement can be made with the property owner.
- b) All concrete curb and gutter to be removed shall be saw-cut at the joint or as marked by the Road Superintendent or his Representative and removed in a manner as not to damage curb and gutter that remains in place.
- c) Should the curb and gutter that remains in place be damaged in the removal process as determined by the Road Superintendent or his Representative, the damaged curb and gutter will be replaced by the contractor at the contractor's expense.
- d) At the time of the curb and gutter removal, all areas in front of driveways shall be immediately filled with #57 gravel and maintained until replacement curb and gutter is in place.
- e) All areas, other than at driveways, shall be marked on all sides with security tape to protect the traveling public.
- f) The contractor shall dispose of all concrete gutter removed and all other excavated materials such as but not limited to asphalt, sod, stones, and dirt.
- g) Method of measurement of payment shall be included in measurement and payment under Concrete Replacement.
- h) On all Streets that have curb and gutter replacement, one side of the street must be completely finished so that residents have a place to park on the street while the other side is completed.
- i) Township Road Superintendent has the authority to increase or decrease all amounts.

**Table 1**

| <b>TEST PROPERTY</b>                      | <b>VALUE</b> |
|---|--------------|
| <b>NUMBER OF BLOWS</b>                    |              |
| <b>STABILTY, POUNDS<br/>MINIMUM</b>       |              |
| <b>FLOW, 0.01 IN.</b>                     |              |
| <b>MAIN AIR VOID TARGET<br/>(percent)</b> |              |

**Table 1- \*this value indicates Medium Traffic values.**

**Table 2**

| <b>MIX TYPE</b> | <b>MINIMUM VOIDS MINERAL AGGEGATE</b> |
|-----------------|---------------------------------------|
| <b>301</b>      |                                       |
| <b>402</b>      |                                       |
| <b>448</b>      |                                       |

(Continued)

The gradation of the mixture will be designed in the Ohio Department of Transportation Construction and Material Specifications book (latest version), under 301, 402, and 448. Minimum Asphalt percent, (percent of total mix) for 301 shall be 4.7%, for 402 shall be 5.0%, for 448 shall be 6.0%.

The contractor shall submit samples to the Township, for job mix formula verification testing. The Township may require three compacted specimens, and an un-compacted specimen at the proposed optimum AC content as determined by the JMF. At least 2000 grams of un-compacted mix is required. The job mix formula for each mixture shall be in effect until modified in writing by the Township. Should a change in sources of materials be made, a new job mix formula must be approved by the Township, before the new material is used.

#### **FIELD TESTING**

Job mix control testing shall be performed by the contractor each day of production. The testing laboratory shall conform to Ohio Department of Transportation Supplemental Specification 1041. A level II lab is required. At the minimum, two random samples will be taken from trucks at the plant per day. All the required tests shall be performed with material from each sample. A set of laboratory compacted specimens will be prepared using the number of blows as required by Table 1. Each set of lab specimens will consist of three specimens compacted at between 270 and 280 degrees F. The sample specimens shall be tested for the bulk specific gravity of each test specimen and for stability and flow. A theoretical maximum specific attest will be performed. The Gradation and ODOT's Ignition Oven Calibration and Testing method.

#### **ASPHALT PLANT REQUIRMENTS**

The plant shall be an Ohio Department of Transportation-approved plant. Thus for each ticket delivered from a batch plant, the requirements of 750.03 shall be printed. For a drum mix plant, the requirements in 750.03 shall be printed and turned into the Township with the above Field testing report.

The mix arriving at the job site shall be at a minimum 290 degrees F, and a maximum of 325 degrees F. Any loads deviating from this temperature range will not be accepted and will be sent back to the contractor for disposal.

(Continued)

**BASIC OF PAYMENT**

The Township will instruct the contractor to take random samples at the plant, and the job site, and have an independent laboratory analyze the mixture for gradation and asphalt content using the Ignition method per ODOT. The contractor shall be responsible for the sample type, and delivering the samples to the Township. The Township will require at least two samples from the job site and one from the plant each day. The samples from the job site shall be at least 3000 grams. The results will be averaged per day, and the basis of payment will be determined by:

**ITEM 301 AND 402**

| <b>Sieve</b>    | <b>Deviation from the JMF</b> |
|-----------------|-------------------------------|
| <b>1 inch</b>   | <b>+ -10%</b>                 |
| <b>#4 Sieve</b> | <b>+ -8%</b>                  |
| <b>#8 Sieve</b> | <b>+ -6%</b>                  |
| <b>A/C</b>      | <b>NO LESS THAN OPTIMUM</b>   |

**ITEM 403 AND 448**

| <b>Sieve</b>    | <b>Deviation from the JMF</b> |
|-----------------|-------------------------------|
| <b>1 inch</b>   | <b>0%</b>                     |
| <b>#4 Sieve</b> | <b>+ -8%</b>                  |
| <b>#8 Sieve</b> | <b>+ -6%</b>                  |
| <b>A/C</b>      | <b>NO LESS THAN OPTIMUM</b>   |

Payment for the daily production not meeting the mix design specification requirement listed above may be penalized ten percent (10%), of that day's production, based on the unit price bid for material in place. The results of the independent laboratory are final.

The Township may halt production at any time if from testing the mixture or the aggregate, the test results do not conform to the mix design or the aggregate requirements. The Contractor will have to redesign the mix or address the aggregate deficiencies.

(Continued)

### **PAVEMENT WIDTH**

The width is not nominal. Estimated quantities are calculated including irregular areas (See Detail Sheet). A street total is provided as a guide to the use of 448 ASPHALT CONCRETE TONNAGE. The final payment shall be in the total number of tons of asphalt placed, as approved by the engineer. In no case shall the total amount exceed 5% of the bid quantities. All extra quantities shall be approved, in writing, prior to the work begin performed.

### **INTERSECTIONS AND DRIVE APPROACHES**

- A. All locations where the new surface meets existing pavement shall have a butt joint per ODOT standard drawing BP-5. All locations shall have a 4" AC band on top of the existing pavement and new edges, along with silica sand or lime on top to prevent tracking of AC. All driveway aprons shall be feathered according to the inspector's instructions. It is not intended that material be raked from the pavement surface.
- B. Loop Detectors; Contractors shall notify ODOT (330-297-0801 ext. 305) two to three days before milling operations begin at the intersection, so ODOT can make appropriate timing changes to the signal.

### **CROWNING AND LEVELING**

403 ASPHALT MATERIAL shall be placed in a separate operation at least ½" thick where and as directed by the engineer, primarily to level and restore crown pavement and to improve ride-ability of the highway surface. PAYMENT IS INCLUDED IN THE TOTAL AMOUNT OF THE ASPHALT USED.

### **MAINTAINING TRAFFIC**

Two-way traffic control shall be maintained at all times by the Contractor. The length of restricted zones shall be kept to a minimum, consistent with the specification requirements for the protection of the completed asphalt courses. All traffic control devices and procedures shall be as specified and in accordance with the latest revised edition of the Ohio Manual of Uniform Traffic Control Devices.

(Continued)

**“ROAD CONSTRUCTION, TRAFFIC MAINTAINED” signs and “END OF WORK” signs are to be furnished by the Contractor. The Contractor is to be responsible for the installation and maintenance of these signs for each part of the work.**

**Payment for all temporary pavement marking and signing work shall be included in the lump sum under Item 614-Maint.Traffic. The provisions of this item shall not in any way relieve the Contractor of any legal responsibilities or liabilities for the safety of the public.**

### **VERIFICATION OF YIELD**

**The Township reserves the right to randomly select and remove haul units from the Contractor’s paving force, to weigh and verify the producer’s plant ticket information. Any load that does not correspond to the Township’s recorded weight will be rejected and returned to the Contractor’s supply. The haul rejected will not be permitted to return to the project until the unit weight discrepancies are corrected and verified by the Township. If consistent significant discrepancies occur, the Township reserves the right to suspend all work, and production on the project until problems are resolved at the supplier’s plant. If two or more loads are rejected on the same day, the Township reserves the right to suspend all work and production and impose a 10% penalty on the total day’s productions up to and including the load or loads rejected. Significant discrepancies shall mean a deviation of greater than or equal to 500 lbs. /load. If, in the opinion of the Township, the discrepancies were not accidental in nature, the Township reserves the right to remove the Contractor from the project and award the remaining contract to another bidder. Any and all costs associated with said change in contracts will be borne by the original Contractor. The preceding costs shall include, but not be limited to, the following: contracting cost (difference in unit prices bid between the first and second bidder, and others as determined by bid documents), time delay costs, legal costs, etc. All costs associated with the above shall be included in the contractor’s unit price bid for asphalt concrete.**

### **SANITARY/STORM SEWER STRUCTURES**

**All sanitary/storm sewer tops that are located on the streets to be paved in the 2024 Resurfacing Project must be raised level with the top course of asphalt. The Asphalt Contractor must furnish all risers. The risers may be 1” to 2 ½ “depending on the thickness of the asphalt. The raisers will be installed by the Asphalt Contractor as streets are being paved. Water valves (risers) and gas valves (risers) shall be used by the contractor as streets are being paved.**

(Continuing)

**ITEM SPECIAL-PROFILING**

See notes. Profiling per detail sheet and as specified will be along streets and street curbing.

250 tons of grindings will be delivered to the Road Department facility and stockpiled, the remainder of the grindings will become the property of the contractor.

**ITEM SPECIAL-GRINDING**

See Paving Sheet-depth. All grindings will be delivered to the Road Department facility and stockpiled.

**ASPHALT CONCRETE CURB**

See Notes. (NONE)

**EQUIPMENT REQUIREMENTS**

10' Track Type paver must be used in Perry Township.

**COMPLETION DATE**

The work shall be completed prior to **NOVEMBER 15, 2024** .

**TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Time is of the essence. The date of beginning and the time for completion of work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract times for the consideration of the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to reach substantial completion within the contract time or is granted an extension of time by the Owner, then the Contractor will pay as liquidated damages to the Owner the amount of three hundred dollars (\$300.00) per calendar day.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Inspector: To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not

**restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal or unforeseeable weather**

## **PERRY TOWNSHIP ROAD DEPARTMENT PROFILING SPECIFICATIONS**

### **PROFILING**

**The existing pavement shall be profiled in a triangular section 1.5 inch deep along the edge of the combination curb and gutter section in order to rematch the movement profile at the gutter edge.**



## **PN 534- 01/21/2022 - Asphalt Binder Price Adjustment**

### **A. Eligibility**

If the Department's asphalt binder index has increased or decreased in excess of 10 percent, asphalt concrete may be eligible for a price adjustment. The total price adjustment must be more than \$400.

### **B. Price Adjustment Criteria and Conditions:**

The Department will establish and publish the asphalt binder Bidding Index (BI) and Placing Index (PI) for each month of each calendar year. The asphalt binder indexes will be posted on the Department's website.

The Department will establish the asphalt binder indexes based on the data provided in the Poten & Partners, Inc., Asphalt Weekly Monitor<sup>®</sup> (AWM) (<http://www.poten.com/copyright.asp>).

The Department will use the selling price for PG64-22 paving grade asphalt from the Midwest/Mid-continent Markets of Illinois/Michigan/Ohio/Indiana/Kentucky for the Ohio cities/areas listed. The Department will average the Ohio cities/areas low and high selling prices as published in the last weekly publishing period of each month that includes the last Friday of the month to calculate the BI and PI. The calculated asphalt binder BI will be posted by the Department as the index for the following month. The calculated asphalt binder PI will be posted by the Department as the index for the current month.

The Director will determine the asphalt binder indexes in the event data from the AWM is unavailable for any reason.

### **C. Price Adjustment Calculations**

If the ratio of the PI to the BI is greater than 1.10 or less than 0.90, the Department will adjust the compensation the contractor receives for eligible quantities of asphalt concrete. The adjustment is based on the bid month and the month of asphalt concrete placement. The adjustment will apply to the price for asphalt binder used in eligible asphalt concrete quantities according to the following formula:

**For a price increase:**

$$PA = \left( \frac{PI}{BI} - 1.10 \right) \times C \times Q$$

**For a price decrease:**

$$PA = \left( \frac{PI}{BI} - 0.90 \right) \times C \times Q$$

Where:

PA = Price Adjustment

BI = Bidding Index, the asphalt binder index for the month the project is bid

PI = Placing Index, the asphalt binder index for the month the asphalt concrete is placed

C = BI x percent virgin asphalt binder / 100

Q = Eligible quantity of asphalt concrete in tons (metric tons)

The percent of virgin asphalt binder used to calculate C is determined from the approved Job Mix Formula (JMF).

The eligible quantity of asphalt concrete, Q, is the complete, in-place, and accepted quantity in tons (metric tons) placed in the month being considered for price adjustment. If the quantity is paid in cubic yards (cubic meters), the Department will convert the volume into tons (metric tons) using the conversion factor established by OMM or, if an OMM conversion factor is not established, according to the Department's Construction and Material Specifications Item 440.07.

If eligible asphalt concrete is placed beyond an approved Contract Completion Date, the Department will base price adjustments on either the PI for the last month of the approved Contract Completion Date, or the PI for the actual month of placing, using whichever PI is less.

At a minimum, the Department will calculate and apply price adjustments at the end of each construction season and as soon as practical after the completion of the project.

**D. Extra Work/Force Account:**

When new asphalt concrete pay items are added to the contract as Extra Work, in accordance with the provisions of C&MS Section 109.05, no price adjustments will be made.

**Designer Note PN 534 – 01/21/2022 - Asphalt Binder Price Adjustment**

**For use with SS 800 dated 1/21/22 or later.**

This note will be used on all projects that specify asphalt concrete with a minimum of 1000 CY (765 m<sup>3</sup>) for any contract item listed in the Schedule of Contract Items; or on design-build projects where a minimum of 1000 CY (765 m<sup>3</sup>) is expected to be used on any contract item listed in the Schedule of Contract Items.

**DESIGNERS WHO HAVE QUESTIONS ON APPLICATION OF THIS NOTE SHOULD CONTACT:**

Pavement Staff Specialist, Office of Construction Administration