BID PACKAGE PROPOSAL - REVISED

2023 BUTLER TOWNSHIP – MONTGOMERY COUNTY, OHIO

ASPHALT PAVEMENT PROGRAM

Sealed bids will be received until 11:00 am on Thursday April 20th, 2023, for the **2023 Butler Township – Montgomery County, Ohio Asphalt Pavement Program.** The bid proposal may be obtained at the Butler Township – Montgomery County, Ohio Government Center located at 3510 Sudachi Drive, Dayton, Ohio 45414. Bids will be opened and publicly read on **Thursday April 20th, 2023, at 12:00 pm EST** at the Butler Township – Montgomery County, Ohio Government Center located at 3510 Sudachi Drive, Dayton, Ohio 45414.

Any questions should be directed to Service Director – Jeff Barnett at (937) 898-6735, ext. 301.

Advertisement Dates
April 6th, 2023
April 13th, 2023

GENERAL CONDITIONS
FOR
2023 ASPHALT PAVEMENT PROGRAM
BUTLER TOWNSHIP – MONTGOMERY COUNTY, OHIO

GENERAL

The performance of all work under this contract shall include the furnishing of all labor, materials, equipment and tools for street maintenance and asphalt paving and any other associated work.

Bidders are required to use the bid form furnished by the TOWNSHIP without alterations in submitting their bids. The TOWNSHIP reserves the right to reject any and/or all bids.

DEFINITIONS AND TERMS

THE TOWNSHIP

The term "TOWNSHIP" as used herein shall be held to mean BUTLER TOWNSHIP – MONTGOMERY COUNTY, OHIO, as represented by its duly authorized officers or agents.

THE CONTRACTOR

The term "CONTRACTOR" as used herein shall be held to mean the firm, corporation, company, or individual contracting with the TOWNSHIP to do the work in the manner called for by these specifications.

THE OWNER

The term" OWNER" as used herein shall be held to mean the Agent of BUTLER TOWNSHIP – MONTGOMERY COUNTY, OHIO, or his duly authorized representative.

PROTECTION

The CONTRACTOR shall erect and maintain sufficient protective barriers, lights, barrels, etc. for the protection of the public and its employees during the time of construction.

INSURANCE

The CONTRACTOR shall obtain, at his own expense and cost, insurance as set forth below:

Before any work embodied in the Contract will be permitted or performed, the CONTRACTOR shall furnish two copies of certificate of insurance as evidence that he has procured Public Liability and Property Damage Insurance, which shall protect him and his sub-tractors from all claims for damages for personal injuries, including accidental death, and which shall protect them from claims for property damages which may arise from their operations under the Contract. The CONTRACTOR shall maintain such insurance coverage in not less than the following amounts:

Public Liability and Contingent Public Liability
For One Person……. $500,000.00
For One Accident……. $1,000,000.00

Property Damage and Contingent Property Damage
For One Person……. $500,000.00
For One Accident……. $1,000,000.00

All the insurance referred to above shall be subject to the approval of the TOWNSHIP and shall be kept in full force and effect until the work is accepted by the TOWNSHIP.

The CONTRACTOR shall hold the TOWNSHIP harmless against all actions, claims or demands for damages of any kind or character whatsoever, which are caused by or resulting from the default, carelessness or neglect of the CONTRACTOR, his agent, employees, or workers in the prosecution of the work.

LIENS

The CONTRACTOR shall deliver to the TOWNSHIP the work completely free from liens, claims, or encumbrances for materials or labor used in the work.

BOND

The CONTRACTOR shall furnish to the TOWNSHIP a satisfactory bond as surety, guaranteeing the faithful performance of all the terms and conditions of the Contract. The bid guarantee shall be one of the following:

1) A Bid Guaranty and Contract Bond, with an approved surety company, equal to 100% of Contract Value as per section 153.571 of the Ohio Revised Code.
(or)
2) A certified check or cashier's check, equal to 10% of the bid as surety for the execution of the contract.

GUARANTEE

The CONTRACTOR shall be required to keep all work done by him in good condition and repair for a term of one (1) year from date of inspection by the TOWNSHIP, and any of the asphalt related processes that are installed via this biddable contract, that becomes defective through settlement, breaking of the surface, or in any other manner, which in the opinion of the TOWNSHIP requires repair or replacement, shall be removed and replaced with new work, by the CONTRACTOR, at his own expense. Portions of sections shall not be patched or repaired, but when repairs are ordered, the entire section or sections shall be removed and replaced with new materials. All materials and workmanship in making repairs shall conform in every respect to the requirements of these specifications.

DISPOSITION OF MATERIALS

On a day-by-day basis, all removed asphaltic debris and excess materials must be removed at the expense and responsibility of the CONTRACTOR.

REPLACEMENT OR CORRECTION OF WORK

The CONTRACTOR shall, upon receipt of notice from the TOWNSHIP, promptly replace or correct any work, or part thereof (whichever the TOWNSHIP shall require), which fails to conform to the Contract.

The CONTRACTOR shall do so at his own expense and shall also bear expenses incident to such replacement or corrective work, including costs of transportation, removal of work, and replacement of repairs to and alterations in the work of other Contractors necessitated by the first mentioned replacement or corrective work, to conform to the Contract.

If the CONTRACTOR is unable to fulfill the conditions of the Contract by replacing or correcting the work, he shall promptly and at his own expense, on request by the TOWNSHIP, remove the affected work in its entirety, as a partial discharge of his liability for such inability.

PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the TOWNSHIP'S property from injury arising in connection with this Contract. He shall make good and hold the TOWNSHIP harmless from any such damage or injury. He shall adequately protect adjacent property as provided by law and this Contract and shall be held liable for all damages because of neglect to provide safeguards around all areas of construction. The CONTRACTOR shall provide and maintain all passageways, barriers, barrels, etc. for protection required by public authority or local conditions.

The CONTRACTOR shall replace or restore any tree, public way, sewer or drain, water, gas, or other pipe, fence, or other structure interfered with by him, and not required to be permanently removed under the provisions of this Contract.

The CONTRACTOR shall use care and diligence to protect the work from damage resulting from carelessness, or otherwise, of other Contractors until his work is accepted. Should any damage occur despite such protection, the TOWNSHIP will endeavor to collect from the parties at fault and pay over to the CONTRACTOR the amount of such damage but will in no way assume responsibility for such collection of any part thereof, as the work is wholly at the CONTRACTOR'S risk until it is complete and accepted.

TOWNSHIP'S RIGHT TO DO WORK

If the CONTRACOR neglects to perform the contracted work properly or fails to comply with any provision of this Contract, the TOWNSHIP, after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies, and deduct the cost thereof from any payment then or thereafter due the CONTRACTOR.

TOWNSHIP'S RIGHT TO TERMINATE CONTRACT

If the CONTRACTOR should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in case for which extension of time if provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the TOWNSHIP, or otherwise be guilty of a substantial violation of any provision of the contract, then the TOWNSHIP, upon the certificate of the TOWNSHIP that sufficient cause exists to justify such action, may without prejudice to any other right of remedy and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expense of finishing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds unpaid balances, the CONTRACTOR shall pay the difference to the TOWNSHIP.

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the CONTRACTOR or anyone employed by him, or if the TOWNSHIP should fail to pay the CONTRACTOR, within thirty (30) days of its maturity and presentation any sum certified by the TOWNSHIP or awarded by arbitrators, then the CONTRACTOR may, upon three (3) days written notice to the TOWNSHIP, may stop work

or terminate this Contract and recover from the TOWNSHIP payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

AWARD OF CONTRACT

The award of Contract will be made after the opening of proposals to the lowest and/or best bidder whose proposal complied with all the requirements prescribed and which in the opinion of BUTLER TOWNSHIP – MONTGOMERY COUNTY, OHIO is in the best interests of the TOWNSHIP. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom in is proposed to award the Contract. The successful bidder will be notified by letter mailed to the address shown on the proposal that his bid has been accepted and awarded the contract.

SCOPE OF WORK

No product substitutions or comparable products, other than what is called out in this biddable document, will be accepted. Only the products / processes, as supported by the included specifications, listed hereafter will be accepted and considered for this project. In addition, all work under this unit price contract must be approved by BUTLER TOWNSHIP – MONTGOMERY COUNTY, OHIO prior to the beginning of work.

START OF ALL WORK

All work may NOT commence until **MAY 30, 2023.**

DATE OF COMPLETION OF ALL WORK

All work shall be completed and accepted by **AUGUST 1, 2023**.

PAYMENT

The TOWNSHIP, upon completion of the contracted project and after full acceptance, within thirty (30) days will submit full payment to the CONTRACTOR.

GENERAL NOTES AND SPECIAL PROVISIONS

SPECIFICATIONS

All work shall be performed, and materials furnished in accordance with these general notes and special provisions via the **OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIALS SPECIFICATIONS** online manual dated 1/20/2023.

WAGES

This is a prevailing wage project. The CONTRACTOR must pay applicable prevailing wages in accordance with the current State of Ohio prevailing wage rates.

ASPHALT MILL AND FILL - SURFACE COURSE

This work shall consist of milling transitional butt joints at both ends of each street, milling 1.50 inches of the entire street, and installing Asphalt Concrete in one (1) pass. Upon the Asphalt Concrete compaction, it will equate to 1.50 inches of ODOT 441 Surface Course (PG 64-22) Asphalt Concrete to various streets throughout the TOWNSHIP. Please reference the Asphalt Mill and Fill specifications via the **OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIALS SPECIFICATIONS** online manual dated 1/20/2023.

2023 ASPHALT PAVEMENT PROGRAM
BUTLER TOWNSHIP – MONTGOMERY COUNTY, OHIO

BID FORMS

BID #1 - ASPHALT MILLING AND FILLING

Improve the following TOWNSHIP roads by Milling Butts Joints, Milling Entire Pavement Surface, Installing Tack Coat, and Installing ODOT 441 Type One (1) Asphalt Concrete – Surface Course at 1.5 Inches Compacted.

ROADS INCLUDED:

- **NORTH COUNTY LINE ROAD** – FREDERICK PIKE TO WEST SIDE OF BRIDGE (12,593 SY)
- **MEEKER ROAD** – FREDERICK PIKE TO PETERS (9,068 SY)
- **SLEEPY HOLLOW LANE** – BRANTFORD TO TERMINUS (2,469 SY)
- **LAMBERT AVENUE** – LITTLE YORK TO TERMINUS (1,987 SY)
- **BRANTWOOD COURT** – BRANTFORD TO TERMINUS (805 SY)
- **GUILFORD DRIVE** – LITTLE YORK TO NORTH TERMINUS (3,512 SY)
- **MERRILL ROAD** – LITTLE YORK TO NORTH TERMINUS (2,642 SY)

ITEM	DESCRIPTION	QUANTIY	UNIT	UNIT PRICE	TOTAL PRICE
441	Asphalt Concrete Surface Course, Type 1, PG 64-22	2,750	Tons	_____	_____
407	Tack Coat	3,300	Gal	_____	_____
254	Pavement Milling	33,076	SY	_____	_____
614	Maintenance of Traffic	_____	Lump	_____	_____
624	Mobilization	_____	Lump	_____	_____
103.05	Contract Bond	_____	Lump	_____	_____

TOTAL AMOUNT OF ASPHALT MILLING AND FILLING BID **$_____**

TOTAL COST OF ALL STREETS BID **$**_____

TOTAL COST OF ALL STREETS BID WRITTEN IN WORDS:

_____

**The area of all streets is estimated quantities of area and were included to determine the total amount this proposal, while also for the purpose of determining the lowest bidder. It is understood and agreed that these quantities are approximate only, and that the CONTRACTOR to whom the Contract is awarded shall be, when in agreement with the TOWNSHIP, be paid for tons of Asphalt and gallons of Tack Coat installed on each road as listed above.

COMPANY NAME _____

ADDRESS _____

_____

PHONE _____

SIGNATURE_____ **TITLE**_____

NAME _____ **DATE** _____

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as principal and

_____ as sureties, are hereby

held and firmly bound unto _____ as

OWNER in the penal sum of the dollar amount of the bid submitted by the principal to the

OWNER on _____to undertake the project known as

_____.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the OWNER incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the OWNER, which are accepted by the OWNER. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Now, therefore, if the OWNER 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 the materials; and in the vent the principal pays to the OWNER 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 the OWNER may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the OWNER does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the OWNER 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 OWNER accepts the bid of the principal and the principal within ten (10) days after the awarding of the contracts 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.

Now also, if the said principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialman, 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 materialman or laborer having a just claim, as well as for the OWNER 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 stipulated 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 therefor shall in any way affect the obligations, omissions, or additions to the terms of the contract or in or to the plans and specifications.

SIGNED AND SEALED This _____ day of _____, 2023.

Principal: _____

By: _____

Title: _____

Surety: _____

Surety Company Address

Street: _____

City: _____

State: _____

Zip: _____

Surety Agent's Address

Agency Name: _____

Street: _____

City: _____

State: _____

Zip: _____