

1286 California Avenue  
Logan, Ohio 43138-8999

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**WILLIAM R. SHAW, P.E., P.S.**  
**COUNTY ENGINEER**

March 31, 2011

**TO: SUPPLIERS OF LIQUID BITUMINOUS MATERIALS**

**FROM: WILLIAM R. SHAW, P.E., P.S.**  
**HOCKING COUNTY ENGINEER**

**RE: BID SPECIFICATIONS**

Enclosed, please find specifications for various grades of liquid bituminous materials for the Hocking County Highway Department. Bids are to be received by the Hocking County Commissioners no later than 10:00 a.m., Tuesday, April 19, 2011.

Please read the specifications carefully and submit your bid accordingly. I believe the specifications are quite clear and straight forward. No bid will be awarded without current lab tests and results.

Any questions regarding the specifications should be directed to Maggi Shaqra of this office.

Sincerely,

A handwritten signature in blue ink that reads "William R. Shaw".

William R. Shaw, P.E., P.S.  
Hocking County Engineer

WRS:cm

**BID PROPOSAL**

FOR

**LIQUID ASPHALT EMULSION**

BID OPENING: APRIL 19, 2011

*WILLIAM R. SHAW, P.E., P.S.*  
Hocking County Engineer

SUBMITTED BY: \_\_\_\_\_

STREET: \_\_\_\_\_

P.O. BOX: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

## LEGAL NOTICE

**SEALED** bids will be received by the Hocking County Commissioners in the Commissioners' Office, Hocking County Courthouse, 1 East Main Street, Logan, Ohio 43138 until 10:00 a.m. on Tuesday, April 19, 2011, for the purchase of **LIQUID ASPHALT EMULSION** to be used by the Hocking County Highway Department in conformity with specifications on file in the Hocking County Engineer's Office, the Hocking County Commissioner's Office and on the Hocking County Engineer's website: [www.hockingcountyengineer.com](http://www.hockingcountyengineer.com).

Each bid must be **SEALED** and contain the full name of the company interested in the same and must be accompanied by a bond in the amount of five (5%) percent of the bid amount which bond shall be to the satisfaction of the Hocking County Commissioners or a certified check on some solvent bank, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

Should a bid be rejected, such check or bond will be returned to the bidder and should any bid be accepted, such check or bond will be returned on the proper execution and fulfillment of the contract.

The Hocking County Commissioners reserve the right to reject or accept any or all bids.

HOCKING COUNTY COMMISSIONERS

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Peggi Warthman, Clerk

Advertisement Date:

April 05, 2011

## **INFORMATION FOR BIDDERS**

### **Preparation of Bid:**

- (1) Each bid should be submitted on the attached form and
- (2) Each bid must be submitted in a sealed envelope bearing the name and address of the bidder and the name of the project.

### **Qualifications of Bidder:**

Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

### **Bid Security:**

Each bid must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal, and having as surety thereon a surety company approved by the Owner, in the amount of five (5%) percent of the bid. Such checks or bid bonds will be returned to all except the lowest bidder within three (3) days after the bid award, and the remaining check or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract and the project has been completed, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of the bid.

### **Liquidated Damages for Failure to Enter into Contract:**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

### **Completion Date:**

Bidder agrees to commence work in a timely fashion after entering into a contract to finish project by: **SEE SPECIFICATIONS.**

Failure to complete the project on time will result in the contractor forfeiting \$100.00 per day in liquidated damages for every day after this completion date, unless both the contractor and the County Engineer agree to a time extension and waiver of the liquidated damages due to unforeseen circumstances.

**Security for Faithful Performance:**

Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract, as specified in the General conditions included herein. The surety on such bonds shall be a duly authorized surety company satisfactory to the Owner.

**Laws and Regulations:**

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**Method of Award - Lowest Qualified Bidder:**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

**Obligation of Bidder:**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract document (including all addenda). The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Material and Work Specifications:**

All materials and work shall be in conformance with the latest addition of the State of Ohio Department of Transportation construction and Material Specifications.

**“DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.001 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.001 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.”**

## **SPECIFICATIONS**

### ***LIQUID BITUMINOUS MATERIALS***

Bids are requested for all grades of RC, MC, Primers and Emulsions which the bidder has available.

Bid price per gallon f.o.b. supplier's plant, and the price per gallon delivered to the supplier's portable tank to any location within Hocking County as designated by the Hocking County Engineer. The various grades of bituminous materials shall meet or exceed the pertinent State of Ohio, Department of Highway Construction and Materials Specifications.

Suppliers shall understand that no guarantee is given to the actual quantities needed; the successful supplier shall be required to furnish the Hocking County Engineer's requirements as ordered throughout the 2011 construction season.

MSDS sheets to be submitted with material upon delivery.

The intent is to obtain the most satisfactory performance from the products available. The bidder will furnish with his bid, documents showing he has manufactured to specifications and supplied successfully all items bid.

**AGGREGATES:** The bidder shall obtain samples of said proposed aggregates and shall confirm that the aggregates and liquid bid are compatible in all respects. Bidder shall attach specifications of asphalt and emulsion bid.

**DESIGN MIX:** Determination of the best bid for the County may include not only the per gallon cost, but more importantly, the cost per ton of various mixes and field performance. Each bidder shall be required to prepare laboratory design mixes to satisfy the intended purpose of the County. Such design mix information shall include, but not be limited to, the percentages of each aggregate in the different types of mixes, the residual asphalt contents having the greatest stability but still being workable, and the cost per ton for the emulsion for the mixes proposed. Also itemized shall be the anticipated application rate for sealing with sand, or #8 aggregate. **A bid will be considered incomplete without the attachment of such design information.**

**DATA SHEET:** In order that the county can ascertain that the materials being bid meet the minimum specifications, the bidder **SHALL** submit laboratory test results. Such laboratory test data sheet shall show the results of all tests required in accordance with the Ohio Department of Transportation Specification. This data shall include the name and address of the laboratory performing said tests and shall be signed by the person having responsible charge of performing said tests. **A bid shall be considered incomplete without the attachment of such laboratory information.**

**PRODUCT USERS:** Attached to the bid the supplier shall submit a list of users of the products that he is bidding. Such list shall be of agencies that use the products in a similar manner to that proposed for Hocking County. The list shall include the name, title, and a phone number of a person with knowledge of such material usage. Such reference may be referred to by the Hocking County Engineer prior to the award of any contract. **A bid will be considered incomplete without the attachment of such a list of reference.**

**MATERIAL SAMPLE:** Prior to the award of any bid the County may require the submittal by the bidder of a one gallon sample of the emulsions being considered for use. Such sample will be submitted by the County to a laboratory for testing to confirm that the material sample is in accordance with the specifications and to the previously submitted laboratory test data.

**PLANT CALIBRATION:** Laboratory design data and performance is of no value unless such results can be obtained in the field. To this end it is necessary that the supplier of emulsions calibrate the County's mixing plant. Such calibration shall provide that for all mixes the proper amounts and proportions of stone, sand, and emulsion will be in the mix. Such calibration shall provide the mixes produced conform to the design mixes as established by the laboratory data. Field extractions and sieve analysis will be performed by the supplier to ascertain that the proper calibration has been obtained. Failure to calibrate such equipment and provide necessary testing to assure correct calibrations shall be cause for termination of the contract.

**TESTING:** During the mixing functions, samples will be taken periodically by the County. Such samples will be of the asphalt emulsions delivered and of the various mixes produced. Slit samples taken will be given to the supplier for testing and an approved independent laboratory if necessary. Testing shall include, but not limited to, extractions, sieve analysis, stabilities and any test necessary to confirm that the emulsion being supplied is in conformance with the specifications. Should, in the opinion of the County Engineer, any significant variances occur in the mixes, recalibration may be required. Should the emulsion not conform with the specifications, the contract will be terminated.

**FIELD PERFORMANCE:** All of the laboratory and test data available is of little use if the asphalt emulsions supplied and/or the mixes produced will not perform the intended functions in the field, to the benefit of Hocking County. Performance in use is the primary concern of the County Engineer therefore, the field performance, if not satisfactory, to the County Engineer will be reason for discontinued use of a particular source of supply notwithstanding laboratory or other data. The Hocking County Engineer fully intends to use the most economical product that will do the job. Experience has shown that this can be accomplished with the products as specified, the aggregates now in stockpiles, and the County's mixing plant. The County does realize that variations in road surface, moisture content of the aggregates, and atmospheric conditions can have an effect on the performance of a product. However, should any concern develop with the field performance, the bidder shall provide immediate technical assistance to resolve such problems. Any sampling, testing, or laboratory work associated with the resolution of any field performance problem will be the financial responsibility of the supplier.

**ESCALATION CLAUSE:** The Hocking County Engineer realizes the great volatility of the cost of raw materials required to produce the various liquid bituminous materials included in this bid.

As such, we recognize that a producer may wish to include an “escalation clause” in his/her bid to cover circumstances beyond the producer’s control.

If the producer can document a substantial rise in the cost of raw materials satisfactory to the County Engineer, an adjustment in bid price may be negotiated.

However, any upward adjustment in price sought by the low bidder will result in the County Engineer seeking new quotes from **ALL** suppliers, at which time he may again determine the “best” quote for supplying liquid bituminous materials.

While we are willing to negotiate an upward adjustment in unit price, we would also expect the producer to pass on any substantial decrease in the cost of raw materials should one occur.

**DELIVERY:** Delivery of all materials shall be of the type and kind in quantities and at times as the County Engineer or his authorized assistant may so order. Delivery will be in transport quantities. The vendor/bidder will furnish insulated storage tanks at the requests of the County Engineer, **MINIMUM CAPACITY 10,000 GALLONS EACH** at no additional expense to the county. All tanks meeting Federal Motor Carriers Safety Regulations 393.9, 393.11, 393.42, and 393.75 at no additional expense to the county. **ALL** tanks shall be **insulated at no additional expense** to the county.

Each bidder must comply with **ALL** of the items as outlined above on his/her proposal, or bid **WILL BE** considered **INCOMPLETE**.

**THE HOCKING COUNTY COMMISSIONERS RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS AND WAIVE ANY IRREGULARITIES.**



## **DESIGN MIXES**

**#67 Limestone (Clinton Stone) Natural Sand  
(Design Mix, % Bitumen, Stability)**

**#8 Limestone (Clinton Stone) Natural Sand  
(Design Mix, % Bitumen, Stability)**

**#8 Limestone (Clinton Stone)  
(Coating & emulsion recommended for patching and paving)**

**#57 Gravel (Shelly Materials or Hocking Valley) Natural Sand  
(Design Mix, % Bitumen Stability)**

**#8 Gravel (Shelly Materials) Natural Sand  
(Design Mix, % Bitumen Stability)**

**#8 Limestone (Shelly Materials)  
(Coating & emulsion recommended for patching and paving)**

**#8 Limestone (Shelly Materials) Natural Sand  
(Design Mix, % Bitumen Stability)**

## **SEALING**

**#8 Limestone (Clinton Stone)  
(Recommendation of emulsion application rates)**

**#67 Limestone (Clinton Stone)  
(Recommendation of emulsion application rates)**

**#8 Gravel (Shelly Materials or Hocking Valley)  
(Recommendation of emulsion application rates)**

**#57 Gravel (Shelly Materials or Hocking Valley)  
(Recommendation of emulsion application rates)**

**#67 Limestone (Shelly Materials)  
(Recommendation of emulsion application rates)**

**#8 Limestone (Shelly Materials)  
(Recommendation of emulsion application rates)**

**TO: HOCKING COUNTY BOARD OF COMMISSIONERS**

The undersigned having full knowledge of the sites, plans, or specifications for the following improvements and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications and completion dates and to accept the unit prices listed for each items full compensation for the work on this proposal.

DATE OF COMPLETION: SEE SPECIFICATIONS

The total amount of the bid is the sum of

\_\_\_\_\_ and \_\_\_/100 Dollars

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

COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**A BID GUARANTY pursuant to Section 153.54, et seq. of the Ohio Revised Code accompanies the proposal.**

**COMPANY** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

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

**ADDRESS** \_\_\_\_\_

**STATE & ZIP CODE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF OHIO:

ss:

COUNTY OF : \_\_\_\_\_

I, \_\_\_\_\_ (Name of party signing), BEING duly sworn, do  
depose and say:

That \_\_\_\_\_  
(name of individual, co-partnership, or corporation)

its agent, officers or employees, have not directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free competitive  
bidding in connection with this proposal.

**FEDERALLY REQUIRED EEO CERTIFICATION**

The bidder hereby certifies that he **HAS** \_\_, **HAS NOT** \_\_, participated in a previous  
contract or subcontract subject to the equal opportunity clause, as required by Executive Orders  
10925, 11114, or 11246, and he **HAS** \_\_, **HAS NOT** \_\_, filed with the Joint Reporting  
Committee, the Director of the Office of Federal Contract Compliance, a Federal Government  
contracting or administering agency, or the formal president's committee on Equal Employment  
Opportunity, all reports due under the applicable filing requirements.

Check both appropriate spaces of "has or has not" above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2011.

(SEAL)

\_\_\_\_\_  
Notary

**Must be submitted with bid as per section 5719.042 - H.B. 379, (9-21-82)**

STATE OF OHIO  
County of Hocking

To the Auditor of Hocking County:

The affiant, \_\_\_\_\_  
(name of person, organization, or company)

located at \_\_\_\_\_  
(address: street, city, state and zip code)

after being duly sworn, states the following:  
The affiant, at the time the bid for

\_\_\_\_\_

was submitted (check one)

\_\_\_\_\_ was **NOT** charged with any delinquent personal property taxes on the  
general tax list of Hocking County, Ohio

\_\_\_\_\_ **WAS** charged with delinquent personal property taxes on the general  
tax list of Hocking County, Ohio in the principal amount of \$ \_\_\_\_\_  
with the sum of \$ \_\_\_\_\_ added for due and unpaid penalties and  
interest.

Further the Affiant sayeth naught:

Sworn to and subscribed by \_\_\_\_\_  
(name of person, organization, or company)

the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
signature of person authorized representation  
of Affiant

STATE OF OHIO:  
County of \_\_\_\_\_:

Before me a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared  
\_\_\_\_\_, the Affiant in the foregoing affidavit, who acknowledged  
the signing thereof to be \_\_\_\_\_ voluntary act and deed.

In testimony whereof, I have hereto subscribed by name and affixed my seal on this day and year  
aforesaid.

(SEAL)

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

**Campaign Contributions Limitations Certification**  
**ORC 3517.13 (I)(3) & (J)(3)**

I, the undersigned, on behalf of the Bidder identified below, hereby certify that, within the two previous calendar years (but excluding periods prior to January 1, 2007), no person identified below, as an individual and while in a position described below, has made one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the holder of the public office having ultimate responsibility for the award of the subject contract or to the public officer's campaign committee.

Said persons are:

- a) The individual owner, if the Bidder is a sole proprietorship; or
- b) Each partner or owner, if the Bidder is a partnership; or
- c) Each shareholder, if the Bidder is an unincorporated business or an association, including without limitation a professional association, estate or trust; or
- d) Each owner of more than 20% of a Bidder that is a corporation or business trust; and
- e) Each spouse of any person identified in (a) through (d), above; and
- f) Each child seven years of age to seventeen years of age of any person identified in (a) through (d), above; and
- g) Any combination of said persons.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Bidder: \_\_\_\_\_

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

Printed Name & Title: \_\_\_\_\_

## **BIDDER'S CHECK LIST - HOCKING COUNTY**

5% Bid Bond Enclosed	__ Yes __ No
Are Design Mixes & Sealing Rates Enclosed	__ Yes __ No
Is Laboratory Test Data Enclosed	__ Yes __ No
Is Producer User List Enclosed	__ Yes __ No
Is Non-Collusion Affidavit Enclosed	__ Yes __ No
Is Delinquent Personal Property Tax Form Enclosed	__ Yes __ No
Proposal Sheet Enclosed	__ Yes __ No

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_