SPECIFICATIONS
and
BIDDING DOCUMENTS
for
GIDEON LANE IMPROVEMENTS
SYCAMORE TOWNSHIP, OH

Furnishing all labor, material, and equipment for the **GIDEON LANE CULVERT IMPROVEMENTS**, in Sycamore Township, Hamilton County, Ohio.

This project is funded in part by Sycamore Township and OPWC Funds**.** The Contractor **MUST** be pre-qualified by the State of Ohio/Ohio Department of Transportation to complete the work in the project. The bidder **MUST** note the additional requirements and the additional form(s) that are included in this package. The bidder/contractor **MUST** complete these form(s).

Date of Letting: March 10, 2023
Construction Completion Date: September 30, 2023
Contract Completion Date: October 31, 2023

Place of Bid Opening: **Sycamore Township Administration Building**
Trustees Chambers
8540 Kenwood Road
Cincinnati, OH 45236

Time of Bid Opening: **10:00 a.m.**

SYCAMORE TOWNSHIP

Hamilton County, OH

8540 Kenwood Road
Sycamore Twp, OH 45236-2010
PH (513) 791-8447
FX (513) 792-8564

Board of Trustees
Tracy Schwegmann
Thomas J. Weidman
Tom James

Fiscal Officer
Jonathan T. Deters

Interim Law Director
Lawrence E. Barbiere

Administrator
Tracy Kellums

Fire Chief
Rob Penny

Superintendent
Steve Reutelshofer

Planning & Zoning Administrator
Jeff Uckotter

The Cincinnati Enquirer 312
Elm Street
Cincinnati, OH 45202

RE: *Gideon Lane Culvert Improvements*

Please run the following legal notice in your February 24 and March 3, 2023, issues of the Cincinnati Enquirer:

"The Sycamore Township Board of Trustees will receive sealed proposals until 10:00 a.m. on March 10, 2023, at the Office of the Fiscal Officer, 8540 Kenwood Road, Sycamore Township, Ohio 45236, for furnishing all labor, materials, and equipment for the *Gideon Lane Culvert Improvements.* At that time, the bids received will be publicly opened and read aloud. Copies of the CONTRACT DOCUMENTS may be obtained at Phipps Reprographics for a non-refundable payment for each set of documents. Shipping and delivery costs are additional. *Phipps Reprographics Silverton, Ohio contact information: 6920 Plainfield Road, Silverton, Ohio 45236 Phone: 513-793-1030.* For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the *Instructions to Bidders* that are included in the Bidding Documents. The bid notice is also available at www.sycamoretownship.org on the homepage."

Jonathan T. Deters
Fiscal Officer

We would appreciate receiving a tear sheet for our records.

Sincerely,

Steve Reutelshofer
Superintendent

TABLE OF CONTENTS

TITLE	PAGE
Cover Page	1
Legal Advertisement	2
Table of Contents	3
Index to Drawings	4
Invitation to Bid	5
Information for Bidders	6-8
Bidder Identification	9
Notice to Bidders	10
Bid Form & Bid Summary	11-22
Bid Guaranty and Contract Bond	23-24
Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest	25
Certification/Affidavit in Compliance with O.R.C. Section 3517.13	26-28
Form of Contract	29-30
Notice to Proceed	31
Experience Statement	32
Substitution Sheet	33
List of Subcontractors	34
Delinquent Personal Property Tax Affidavit	35
Corporation Affidavit	36
Subcontractor Acknowledgement of Payment and Final Release of Lien	37
Guarantee	38
Affidavit of INS Regulatory Compliance	39
Certificate of Fiscal Officer and Law Director	40
A.D.A. Affidavit of Contractor or Subcontractor	41
EEO Affidavit	42
Conflict of Interest Affidavit	43
Unresolved Finds for Recovery Affidavit	44
Illegal Immigrant Policy	45
General Conditions	46-65
Special Conditions, Provisions, General Notes, and Supplemental Specifications	66-98
OPWC Notes	99-109
Affidavit of Contractor or Subcontractor Prevailing Wages	110
Prevailing Wages	111-122

INDEX TO PLAN DRAWINGS

TITLE SHEET	PLAN
TITLE SHEET	1
SCHEMATIC	2
GENERAL NOTES	3 - 4
MAINTENANCE OF TRAFFIC	5
CULVERT DETAIL	6
GRADING PLAN	7
CROSS SECTIONS	9 - 11
HEADWALL AND WINGWALL DETAILS	12 - 17
GRATER CINCINNATI WATER WORKS PLANS	18 – 19

INVITATION TO BID

A sealed bid for the **Gideon Lane Culvert Improvements,** for **SYCAMORE TOWNSHIP** will be received at **8540 KENWOOD ROAD, CINCINNATI, OH**, until **Friday, March 10, 2023, at 10:00 A.M.** local time when they will be publicly opened and read aloud. All bids must be properly labeled and received at the administrative offices of the **SYCAMORE TOWNSHIP**

The **CONTRACT DOCUMENTS** may be examined the following location:

(OWNER)
SYCAMORE TOWNSHIP
8540 KENWOOD ROAD,
CINCINNATI, OH 45236
(513) 791-8447

Copies of the CONTRACT DOCUMENTS, (full sets only), may be obtained at Phipps Reprographics for a non-refundable payment for each set of documents. Shipping and delivery costs are additional. Phipps Reprographics *Silverton, Ohio contact information: 6920 Plainfield Road, Silverton, Ohio 45236 Phone: 513-793-1030*

Bidding questions may be directed to **Mr. Steve Reutelshofer, Road Superintendent, Sycamore Township at 513-792-7258**.

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

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of comparable size and complexity, and a complete listing of all subcontractors to be used.

The Contractor must comply with the Prevailing Wage Rates on Public Improvements in Hamilton, County, Ohio, Sycamore Township as determined by the United States Department of Labor in accordance with Federal-Aid requirements (Davis - Bacon Act).

This project is partially funded by Ohio Public Works Commission (OPWC). The Contractor **MUST** be pre-qualified by the Ohio Department of Transportation (ODOT) to complete the work included in the project. The bidder/contractor **MUST** note the additional requirements and the additional form(s) that are included in this package. The bidder/contractor **MUST** complete and submit these form(s).

ONLY contractors pre-qualified by the Ohio Department of Transportation (ODOT) are eligible to submit bids for this project. Pre-qualification status **MUST be in force at the time of submitting the bid, at the time of the award and through the life of the construction contract**. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor **MUST** perform **no less than thirty (30) percent** of the total original contract price.

The right is reserved by the OWNER to reject any or all bids, and to waive any informality in bids received and to accept any bid which is deemed to be the lowest and most responsible bid.

No BIDDER may withdraw his BID for a period of sixty (60) days after the scheduled closing time for the receipt of the bids.

Publish: NEWSPAPER February 24, 2023
March 3, 2023

INFORMATION FOR BIDDERS

A sealed bid for the **Gideon Lane Culvert Improvements** for **SYCAMORE TOWNSHIP** will be received at Sycamore Township Administration Building, **8540 KENWOOD ROAD, CINCINNATI, OH**,, until **March 10, 2023** at **10:00 a.m.** local time and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to **SYCAMORE TOWNSHIP**. Each sealed envelope containing a BID must be plainly marked on the outside with the name of the BIDDER, his address, and the name of the Project for which the BID is submitted. If forwarded by mail, the BID must be transmitted in a separate mailing envelope.

All BIDS must be made on the required BID FORM. All blank spaces for BID prices must be filled, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. One copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contracts cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to the BIDDER prior to the BIDDING, all the information, which is pertinent to, and delineates and describes, the land owned and right-of-ways acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a BID GUARANTY and CONTRACT BOND as per the Ohio Revised Code payable to the OWNER. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned.

Attorneys-in-fact who sign the BID GUARANTY AND CONTRACT BOND must file with the BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the contract within ten (10) calendar days from the date when the Notice of Award is delivered to the BIDDER. The Notice of Award shall be accompanied by the necessary Contract. If the Contract is not signed and returned to the owner within the ten (10) day period, the OWNER may at his option consider the BIDDER in default, in which case the BID GUARANTY BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of the CONTRACT signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the OWNER not execute the Contract within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Contract. Such notice of withdraw shall be effective upon receipt of the Notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by

the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he 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 investigations of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated herein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive and most responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the PROJECT shall apply to the contract throughout.

BIDDER is responsible for inspecting the site and for being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

BIDDER may withdraw his BID, in person only, at any time prior to the scheduled time for closing the receipt of BIDS. Withdrawals after the scheduled time for closing the receipt of BIDS will not be permitted for a period of sixty (60) days.

BIDDER'S attention is directed to the fact that the BID requires the BIDDER to submit alternate prices and unit prices as called for. It is essential for a complete bid that the BIDDER submit all alternate prices and unit prices requested.

Unit prices will be used as the basis for computing additions to or deductions from the Contract amount when a variation from the quality of WORK called for exists. Unit Prices shall include labor and materials on an installed basis.

The OWNER reserves the right to make, at any time during the process of the work, such increase or decrease in quantities as may be found to be necessary or desirable. The quantities appearing on the Bid Form are approximate only and are prepared for comparison of bids. Payment will be made only for the actual quantities of work performed and completed.

The Owner reserves the right to reject any and all unit prices in the event that such prices are considered excessive or unreasonable. If any person contemplating the submission of a bid for the proposed work is in doubt as to the true meaning of any part of the Drawings, Specifications, or other CONTRACT DOCUMENTS, he shall submit a written request for an interpretation thereof to the Engineer. The person making the request will be responsible for its prompt delivery. Any interpretation of the CONTRACT DOCUMENTS will be made only by ADDENDUM duly issued to each person receiving a set of such DOCUMENTS. Neither the OWNER nor the Engineer will be responsible for explanations or interpretations of proposed DOCUMENTS except as issued in accordance herewith. Should it be impossible for the BIDDER to resolve a discrepancy in writing, he shall bid the work the more expensive way.

CONTRACT DOCUMENTS covering the entire Project are available for inspection at the offices of the Owner. Each BIDDER is cautioned to fully acquaint himself with all documents so as to fully understand and consider the entire scope of the WORK. No person, firm, or corporation shall be allowed to make, file, or to be interested in more than one (1) Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a subproposal to a BIDDER, or who has quoted prices on materials to a BIDDER, is not thereby disqualified from

submitting a subproposal or quoting prices to other BIDDERS.

In submitting this BID, the BIDDER affirms that the BID is genuine and not collusive or sham; that said BIDDER is not financially interested in, or otherwise affiliated in a business way with any other BIDDER on the same contract; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from BIDDING, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the BID price of this BID, or to fix any overhead, profit or cost element of said BID price,
or of that of any other BIDDER, or to secure any advantage against SYCAMORE TOWNSHIP, OHIO or any person or persons interested in the proposed contract; and that all statements contained in said proposal or BID are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Each BIDDER must execute the "Non-Collusion Affidavit" contained in the BID specifications.

The successful BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so. If no SUBCONTRACTORS or material SUPPLIERS are used, the bidder shall so state.

For any BID to be considered, all documents in the BID package must be completed and returned as a package with the BID. Corporate BIDDERS must execute the affidavit demonstrating that the person signing the documents is authorized to bind the Corporate BIDDER. The Contractor shall also comply with all required forms for payment for the above project in accordance with the State and Township requirements.

The Contract shall be considered as awarded after the "Certificate of Fiscal Officer" has been signed by the legally authorized representative of **SYCAMORE TOWNSHIP, OHIO.**

BIDDER IDENTIFICATION

ATTENTION BIDDER: **Please fill out this form and submit with your bid.**

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

FEDERAL I.D. #: _____

ADDRESS: _____

_____

PHONE NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

BONDING COMPANY NAME: _____

BONDING COMPANY ADDRESS: _____

_____

BONDING COMPANY PHONE: _____

NOTICE TO BIDDERS

All documents must be completed and submitted in the packet with the Bid Form at the time of the bid:

Bidder Identification
Bid Guaranty and Contract Bond
Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest
List of Subcontractors
Delinquent Personal Property Tax Affidavit
Corporation Affidavit
Experience Statement
Substitution Sheet
Affidavit in Compliance with O.R.C. Section 3517.13
Certificate of Owners Attorney/Certificate regarding Availability of Funds
Affidavit of INS Regulatory Compliance
A.D.A. Affidavit of Contractor or Subcontractor
EEO Affidavit
Conflict of Interest Affidavit
Unresolved Findings for Recovery Affidavit
Illegal Immigrant Policy
Form of Contract
OPWC Forms

> **Note**: On Page 1 of the Bid Form, the Bidder must enter his number of days for project completion in the space provided. If this number has been predetermined by the Owner, the Owner's requirement for the completion time will appear in the space.

Receipt of any Addenda for this project must also be acknowledged in the space provided on Page 1 of the Bid Form. ***It is the Bidders responsibility to have either an email address or a fax number on file with the Plan Room (Phipps Reprographics) to ensure that any addendum issued is received by the Bidder.***

BID FORM

(This Bid Form shall not be detached from the Bidding Documents. The entire Bidding Documents shall be returned with the executed Bid.)

Project:	**Gideon Lane Culvert Improvements**	Bidder:	
	SYCAMORE TOWNSHIP		
	Project No. **Gideon Lane Culvert Improvements**		

In compliance with your **Invitation for Bids,** the undersigned Bidder(s) hereby proposes to furnish all materials and perform all the work necessary for the construction of the above referenced project, in strict accordance with the Contract Documents as prepared by the OWNER, and within the time set forth within and at the price stated in this form.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within _____ calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **$1000.00** for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following ADDENDUM:

BID FORM (Cont.)

(This Bid Form shall not be detached from the Bidding Documents. The entire Bidding Documents shall be returned with the executed Bid.)

BID FORM

BID FOR:

Sycamore Township
Gideon Lane Culvert Improvements

BID TO:

Sycamore Township Administration
8340 Kenwood Road
Cincinnati, Ohio 45236

BID FROM: _____
(Print or Type Name of Bidder)
(/A Corporation/ A Partnership/ A Limited Liability Company/
An Individual/ A Joint Venture/
[Bidder to strike out inapplicable terms.])

Bid Tabulation

ROADWAY ITEMS						
REF NO	**ITEM NO**	**QTY**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**EXTENDED PRICE**
1	201	1	LUMP	Clearing and Grubbing		
2	201	3	EACH	Tree Removed, 18"		
3	201	1	EACH	Tree Removed, 30"		
4	202	2	EACH	Headwall Removed		
5	202	76	SY	Pavement Removed		
6	202	79	FT	Curb Removed		
7	202	12	SY	Concrete Slope Protection Removed		
8	202	22	FT	Pipe Removed, 24" and Under		
9	202	132	FT	Pipe Removed, Over 24"		
10	202	1	EACH	Catch Basin Removed		
11	202	25	FT	Fill and Plug Existing Conduit		
12	203	562	CY	Excavation		
13	203	282	CY	Embankment		
14	203	84	CY	Excavation (Undercutting As Directed)		
15	204	84	CY	Granular Material, Type C (Undercutting As Directed)		
16	Special	216	SY	Geogrid Tensar TX5, Including Non-Woven Geotextile Fabric		
17	204	98	SY	Subgrade Compaction		

REF NO	ITEM NO	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
18	252	57	FT	Full Depth Pavement Sawing		
19	659	38	CY	Topsoil		
20	659	455	SY	Seeding and Mulching		
21	659	23	SY	Repair Seeding and Mulching		
22	659	23	SY	Inter-Seeding		
23	659	0.06	TON	Commercial Fertilizer		
24	659	0.1	ACRE	Lime		
25	659	2.5	MGAL	Water		
26	832	1	LUMP	Erosion Control		
27	503	1	LUMP	Cofferdams and Excavation Bracing		
28	503	1	LUMP	Unclassified Excavation, As Per Plan		
29	509	3485	LB	Epoxy Coated Reinforcing Steel		
30	509	13.3	LB	Epoxy Coated Reinforcing Steel (Concrete Slab)		
31	509	75	LB	Epoxy Coated Reinforcing Steel (Energy Dissipators)		
32	511	7.9	CY	Class QC1 Concrete, Retaining/Wingwall (Not Including Footing)		
33	511	27.8	CY	Class QC1 Concrete, Footing		
34	511	0.4	CY	Class QC1 Concrete, Headwall		

REF NO	ITEM NO	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
35	511	0.93	CY	Class QC1 Concrete, Headwall (Concrete Slab)		
36	511	0.67	CY	Class QC1 Concrete, Headwall (Energy Dissipators)		
37	512	21	SY	Sealing of Concrete Surfaces (Epoxy-Urethane)		
38	512	444	SY	Type 2 Waterproofing		
39	516	38	SF	1" Preformed Expansion Joint Filler		
40	518	3	CY	Porous Backfill with Geotextile Fabric		
41	601	43	CY	Rock Channel Protection, Type A, With Grout		
42	602	0.21	CY	Concrete Masonry		
43	611	6	FT	12" Conduit, Type B, 707.65		
44	611	34	FT	12 Conduit, Type C, 707.65		
45	611	132	FT	8' x 7' Conduit, Type A, 706.05, As Per Plan		
46	611	1	EACH	Catch Basin, No. 3A		
47	843	10	SF	Patching Concrete Structures with Trowelable Mortar		
48	254	160	SY	Pavement Planing, Asphalt Concrete (1.5" Depth)		
49	301	15	CY	Asphalt Concrete Base, PG64-22 (9" Depth)		
50	304	15	CY	Aggregate Base (6" Depth)		
51	304	6	CY	Aggregate Base (8" Depth)		

REF NO	ITEM NO	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
52	407	17	GAL	Tack Coat		
53	441	10	CY	Asphalt Concrete Surface Course, Type 1, (448), PG64-22		
54	441	4	CY	Asphalt Concrete Intermediate Course, Type 2 (448)		
55	609	80	FT	Combination Curb and Gutter, Type 3		
56	614	1	LUMP	Maintaining Traffic, Including Detour Signing		
57	623	1	LUMP	Construction Layout Stakes and Surveying		
GREATER CINCINNATI WATER WORKS ITEMS						
REF NO	**ITEM NO**	**QTY**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**EXTENDED PRICE**
58	1101	91	FT	Furnishing and Laying 8" Ductile Iron Pipe and Fittings		
59	1108	19	FT	Furnishing and Installing 18" Steel Casing		
60	1110	4	CY	Concrete, Class "C"		
61	1116	1	EACH	Furnishing and Installing Valve Box with 1" Air Release Complete		
62	1119	3	CY	Additional Excavation		
63	1120	5	CY	Exploratory Excavation		
64	509	800	LBS	Reinforcing Steel		
65	637	1	MFBM	Sheeting and Bracing Ordered Left in Place		

SUBTOTAL FOR THE PROJECT: **$_____**

CONTINGENCY AMOUNT 10% OF SUBTOTAL FOR PROJECT: **$_____**

TOTAL CONSTRUCTION COST BID PRICE: **$_____**

TOTAL BID PRICE IN WORDS: _____

_____

Amount of Bid to be shown in both figures and words. In case of discrepancy, the amount tabulated from the unit prices shall govern.

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS:

_____

_____

_____

Enclosed herewith find certified check or bid bond in the amount of _____ ($_____), being at least ten percent (10%) of the total proposed price, made payable to Sycamore Township as a personal guarantee, which, it is agreed by the undersigned, will be retained by Sycamore Township as liquidated damages in the event the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award.

RESPECTFULLY SUBMITTED,

BY: _____
(Company Name)

_____
(Address)

_____

_____
(Phone Number)

SIGNED: _____

_____
(Please print name and title)

ATTEST:_____

Accepted this _____ day of _____, 20____ by Resolution of the Board of Trustees.

Sycamore Township

_____
Township Administrator

Attest:_____

Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the time specified above.

Bidder accepts the provisions of the Agreement as to the assignment of the Procurement Agreements.

Bidder acknowledges that all required documents are completed and submitted in the packet with the Bid Form at the time of the bid.

The terms used in this Bid will have the meanings indicated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

Respectfully submitted on _____, 20____.

If Bidder is:

An Individual

By _____
(Individual's Signature)

_____
(Printed or Typed Name of Individual)

Doing business as _____

License or Registration Number: _____

Business Address:_____

_____

Phone No.:_____ Fax No.: _____

A Partnership

By _____
(Firm Name)

_____
(General Partner's Signature)

_____
(Printed or Typed Title and Name of General Partner)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____

_____
(Printed or Typed Name and Title of Officer Authorized to Sign)
(Attach evidence of authority to sign.)

(CORPORATE SEAL)

Attest _____
(Secretary)

License or Registration Number: _____

Business Address: _____

_____

Phone No.: _____ Fax No.: _____

Limited Liability Company

By _____
(Firm Name)

_____
(State of Formation)

By _____
(Signature of Member/Authorized to Sign)

_____
(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number:_____

Business Address:_____
_____

Phone No.: _____ Fax No.: _____

A Joint Venture

Joint Venture Name:_____

By _____
(Signature)

_____ _____
(Printed or Typed Name) (Title)

_____
(Address)

By _____
(Signature)

_____ _____
(Printed or Typed Name) (Title)

_____
(Address)

Phone and Fax number and address for receipt of communications to joint venture:

_____

_____

_____
(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above.)

++END OF BID FORM++

BID GUARANTY AND CONTRACT BOND

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

_____

(Here insert full name or legal title of Contractor and address)

as Principal and _____

(Here insert full name or legal title of Surety)

As Surety, are hereby held and firmly bound unto **SYCAMORE TOWNSHIP**, Ohio hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as**: Gideon Lane Culvert Improvements**

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 ($ _____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternatives. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives, 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 bond on the above referred to project;

NOW, THERFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the plans, details, specifications, contract documents, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in event the Obligee does not award the contract to the next lower 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 the 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 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, materialman, laborers, for labor performed and materials furnished in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having 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 hereunto shall in no event exceed the penal obligation as herein stated.

THE SAID Surety hereby certifies that the Surety is authorized to execute bonds in the State of Ohio R.C. 9.311 and that the liability incurred through the issuance of this bond is within the limits of ORC 3929.02.

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 therefore shall in any way affect 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___.

_____
Principal

By: _____

Title: _____

_____
Surety

Witness: _____

By: _____
Attorney-in-Fact

Surety Company Address

_____

_____

Surety Agent's Name and Address

_____

_____

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby certify:

That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).

That the submitted bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, as prohibited

That the contents of the bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.

That the bidder is legally entitled to enter into the contracts with **SYCAMORE TOWNSHIP** and is not in violation of any prohibited conflict of interest.

This offer is for sixty (60) calendar days from the date the bid is opened. In submitting the above, it is expressly agreed upon proper acceptance by the Owner of any or all items bid above, a contract shall thereby be created with respect to the items accepted.

That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.

Signed By _____ Title _____

Firm _____ Telephone _____

Address _____ Fax No. _____

_____ Date _____

CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH

O.R.C. SECTION 3517.13

STATE OF _____

COUNTY OF _____, ss:

Personally appeared before me the undersigned, a bidder or representative of a bidder in competitive bidding on behalf of _____
(Name)

for a contract for the **GIDEON LANE CULVERT IMPROVEMENTS**

to be let by **SYCAMORE TOWNSHIP** who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Section 3517.13 O.R.C., and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the bidder himself or herself:

1. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I) (1)[1]:

a. the individual;

b. each partner or owner of the partnership or other unincorporated business;

c. each shareholder of the association;

d. each administrator of the estate;

e. each executor of the estate;

f. each trustee of the trust;

g. each spouse of any person identified in (a) through (f) of this section;

h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;

i. any combination of persons identified in (a) through (f) of this section.

2. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are compliance with 3517.13 (I) (1) (b)[2]:

---

[1] O.R.C. § 3517.13 (I) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any person or entity* listed herein in paragraph 1, sub-paragraphs a-i above, *has made*, *as an individual*, within the two previous calendar years, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

[2] O.R.C. § 3517.13 (I) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any combination of the person or entity* listed herein in paragraph 2, subparagraphs a-i above, *has made* within

a. the individual;

b. each partner or owner of the partnership or other unincorporated business;

c. each shareholder of the association;

d. each administrator of the estate;

e. each executor of the estate;

f. each trustee of the trust;

g. each spouse of any person identified in (a) through (f) of this section;

h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;

i. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)[3]:

an owner of more than twenty per cent of the corporation or business trust;

each spouse of an owner of more than twenty per cent of the corporation or business trust;

each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;

any combination of persons identified in (a) through (c) of this section.

On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(2)[4]:

an owner of more than twenty per cent of the corporation or business trust;

each spouse of an owner of more than twenty per cent of the corporation or business trust;

each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;

---

the two previous calendar years, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

[3] O.R.C. § 3517.13 (J) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any person listed herein in paragraph 3, sub-paragraphs a-d* has made, *as an individual*, within the two previous calendar years, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

[4] O.R.C. § 3517.13 (J) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any combination of the following has made*, within the two previous calendar years, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

any political action committee affiliated with the corporation or business trust.

BIDDER:_____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above-named person this _____ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

Eff. Apr. 4, 2007[Am. Sub.HB 694]

PUBLIC WORKS CONTRACT
SYCAMORE TOWNSHIP, OHIO

This contract, entered into as of the _____ day of _____, 2023, by and between **SYCAMORE TOWNSHIP**, COUNTY OF HAMILTON, OHIO, acting by and through its Board of Township Trustees ("**Owner**") and _____, an Ohio corporation, doing business as _____, whose address is _____("**Contractor**"),

WITNESSETH:

For good and valuable mutual consideration and in consideration of the agreements herein to be performed and/or payments to be made by Owner and Contractor, said parties agree as follows:

1. Contractor will provide, construct and install **The Gideon Lane Culvert Improvements** ("**Project**"), per the prices bid and indicated on Exhibit A attached hereto, which by this reference is made a part hereof, which bid has been accepted by official action of the Owner. Contractor shall perform all work necessary to be performed to complete the Project in accordance with the contract documents attached as Exhibit B and by this reference made a part hereof ("**Contract Documents**") at its own cost and expense, furnishing all materials, supplies, machinery, equipment, tools, supervision, labor, liability and workers compensation insurance, and such other accessories and services as may be necessary, in accordance with the conditions and prices stated in the Information To Bidders, General Conditions, and printed or written explanatory matter pertaining thereto, the specifications and Contract Documents, all of which are made parts hereof and collectively constitute the Contract. Contractor agrees to indemnify and hold harmless the Owner from and against any and all actions, suits and claims arising out of the performance by Contractor of this Contract. Any warranties and indemnities contained in this Contract shall survive the completion of this Contract.

2. The Contractor hereby agrees to commence work on the Project on or after the date specified in the written Notice of Commencement of Public Improvement to be provided by the Owner, which notice is attached hereto as Exhibit C and by this reference made a part hereof, and to fully complete the Project in accordance with the Contract Documents no later than **September 30, 2023** ("**Completion Date**"). The Contractor further agrees to pay liquidated damages to the Owner in accordance with Section 108.07-1 of the State of Ohio Contract and Specification Manual, in the amount of $1000.00 per day for each calendar day, commencing the day after the Completion Date, that the Project is not completed.

3. Upon completion, inspection, and acceptance of the Project, the Owner agrees to pay the Contractor the amount due hereunder, subject to any additions and deletions approved in writing by the Owner, within thirty (30) days of acceptance of the Project and receipt of Contractor's invoice.

4. This Contract shall be governed and construed in accordance with the laws of the State of Ohio.

5. This Contract may be amended only with the written consent of the parties hereto.

6. This Contract shall not be assigned by either party hereto.

7. This Contract may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

8. If any section, paragraph, sentence, clause or provision hereof shall for any reason be held to be invalid or unenforceable, the invalid or unenforceable section, paragraph, sentence, clause or provision hereof shall not affect the validity and enforceability of any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Owner and Contractor have each caused this Contract to be executed by their duly authorized officers all as of that date and year first above written.

_____
Contractor

By: _____

Title: _____

(Resolution No. _____)

SYCAMORE TOWNSHIP,
County of Hamilton, Ohio,
acting by and through its
Board of Township Trustee

By: _____
Tracy Kellums
Township Administrator

NOTICE TO PROCEED

This Notice to Proceed is hereby issued to _____ to proceed with the construction of the **Gideon Lane Culvert Improvements.** Work is to be done in accordance with the plans and specifications as prepared by **Sycamore Township, Ohio.**

This Notice to Proceed is hereby issued on _____ with a contract completion time of _____ consecutive calendar days, the completion date is _____.

Issued by:

_____
SYCAMORE TOWNSHIP

ACCEPTANCE

Receipt of the above Notice to Proceed is hereby acknowledged by

_____

Contracting Company

on this the _____ day of _____, 20__.

BY: _____
Name

_____
Title

EXPERIENCE STATEMENT

The Bidder is required to state in detail, in the space provided below, what work of a character similar to that included in the proposal contract he has done, to give reference and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following: evidence to the effect that the Bidder maintains a permanent place of business; has adequate construction facilities and equipment available for the work under the proposed contract; incidental to the work; evidence to the effect that the Bidder has appropriate technical experience and has in his employ a sufficient number of skilled and trained workmen to carry to completion, within the contract time, the work to be done under this contract.

SUBSTITUTION SHEET

All Bids must be based in the "Standards" specified. Bidder is to list here any "Substitutions" for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price", if none is proposed.

BRAND OR MAKE **SPECIFIED**	PROPOSED **SUBSTITUTION**	ADD	DEDUCT	NO **CHANGE**

It is understood and agreed that the proposal submitted is based on furnishing "Standards" as specified and entitles the Owner to require that such named materials and methods be incorporated in the work, except as Substitutions, if they are accepted, based on the quotations entered above, are subsequently made a part of the written contract.

Signed:

_____

Bidder

LIST OF SUBCONTRACTORS

PROJECT:	**Gideon Lane Culvert Improvements**		**ENGINEER:** Carpenter Marty Transportation
	SYCAMORE TOWNSHIP		

To:			**PROJECT NO.:**	
			DATE:	

List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents. (To be filled out by the Contractor and returned to the Engineer).

Work	**Firm**	**Address**	**Phone**	**Representative**

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

I hereby certify:

1. That I am the Bidder (if the bidder is an individual), a partner in the Bidder (if the bidder is a partnership), or an office or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
2. That the bidder is not charged at the time the Bid was submitted with any delinquent personal property taxes on the general tax list of personal property of _____ County;
3. That the Bidder is not charged with delinquent personal property taxes on any such tax list, or if the Bidder is charged with any delinquent personal property tax, the delinquent tax amount is $ _____; and the amount of the due and unpaid penalties and interest is $ _____;
4. That I have fully informed myself and affirm the accuracy of all statements made in this

Signed by

Title _____

Firm _____ Phone No. _____

Address _____ Area Code _____

_____
City State Zip Code

Date _____

Sworn to before me this _____ day of _____, 20___.

Notary Public _____

County of _____

State of _____

My Commission Expires _____

CORPORATION AFFIDAVIT

County of: _____

State of: _____

_____, be duly sworn, deposes and says that he is Secretary of _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and having its principal office at: (Street & Number): _____, (City): _____ (State): _____.

Affidavit further says that he is familiar with the record minute books and by-laws of (Name of Corporation) _____.

Affidavit further says that

(Officer's Name): _____, (Title): _____ of the Corporation is duly authorized to sign the contract for the construction of the

_____

For said Corporation by virtue of _____

_____.

(State whether a provision of by-laws or a resolution of the Board of Directors. If by a resolution, give date of adoption.)

Affiant: _____

Sworn to me this _____ day of _____, 20___.

Notary Public: _____

County Of: _____

State Of: _____

My Commission Expires: _____

SUBCONTRACTOR ACKNOWLEDGEMENT OF PAYMENT AND FINAL RELEASE OF LIEN

For and in consideration of _____ the receipt and sufficiency of which is hereby acknowledged, the undersigned

_____

(Name of Company)

does hereby waive, release and relinquish any and all claims, demands, and right of lien for all work, labor, material, machinery, and other goods, equipment, and services done, performed, and furnished in and for the improvement, repair and construction of **Gideon Lane Culvert Improvements.**

It is further certified that affidavits of all subcontractors on this job are attached, and that certificates from all suppliers on the job are attached, other than material taken out of stock.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this

_____ day of _____, 20___.

_____
Name of Company

By: _____

_____
Title

This _____ day of _____, 20 ___, _____
Being personally known to me, appeared before me and executed the foregoing Final Release of Lien and acknowledged such execution to be his free act and deed.

_____
NOTARY PUBLIC

NOTARY SEAL
My Commission expires _____, 20___.

GUARANTEE

To: _____ Date: _____

_____

_____

The undersigned _____ having heretofore entered into a contract with the **SYCAMORE TOWNSHIP** dated _____ for the Improvement, Repair, and/or Construction of: **Gideon Lane Culvert Improvements** and in accordance with the terms of said contract do hereby guarantee that all labor and the materials furnished and work performed by us under said contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair, and/or Construction installed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said contract and change orders which may prove to be defective for a period of one (1) year from the date hereof. Furthermore, we agree to repair at our sole cost, any work which may affect or disturb in making the repairs herein contemplated.

The Contractor does further warrant that he knows of no claim for or possible claim for damages or injuries relative to the above work, labor and material as against himself, his laborers, and employees or his subcontractors, their laborers and employees except

_____

(if none write none)

It is understood and agreed that the **SYCAMORE TOWNSHIP** shall be the sole judge of any imperfections, and the within repairs done under their supervision

Guarantee Period Begins:

_____ _____

(Date) (Name of Company)

By: _____ Title: _____

This _____ day of _____, 20_____.

_____***, being personally known to me, appeared before me and executed the foregoing guarantee and acknowledged such execution to be his free act and deed.***

_____

NOTARY PUBLIC

NOTARY SEAL

My Commission expires _____, 20_____.

AFFIDAVIT OF INS REGULATORY COMPLIANCE

STATE OF _____)
)SS:
COUNTY OF _____)

The affiant being first duly sworn states that he or she is the _____
(Title)

of _____, and that he or she on behalf of_____
hereby (Company Name) (Company Name)

certifies that _____ shall:
(Company Name)

A. Comply with all immigration laws, regulations, and requirements in the hiring of employees.
B. Not hire, recruit, or refer for a fee an alien when it is known the alien is unauthorized for employment. Hiring means the actual commencement of employment of an employee for wages or other remuneration. Hiring also includes the use of contracts, subcontracts, or other exchange for service. This would include contracting for labor, and the use of "day" contracts.
C. Not hire an individual without complying with the employment eligibility verification system as set forth in the Code of Federal Regulations at 8 CFR §274a.
D. Not continue to employ an alien knowing that the alien is not authorized to work. Such knowledge can be actual knowledge or constructive knowledge. That is, knowledge that can be fairly inferred through notice of certain facts and circumstances which would lead the Subcontractor, through the exercise of reasonable care, to know about a certain condition.
E. Maintain a compliance system with regard to employment eligibility verification.
F. Comply with the anti-discrimination requirement contained the Unfair Immigration Related Employment Practices set forth in 8 USC 1324b.
G. Acknowledge the right of Sycamore Township to inspect and verify compliance with the above.
H. Acknowledge, in the event of failure to comply with any of the above, and in the event of failure within three business days after written notice to correct such failures, the right of Sycamore Township, and without prejudice to any other remedy the Township may have, to terminate this contract and finish the Work by whatever method the Township may deem expedient. If the cost of completion exceeds such unpaid balance, the affiant and/or _____ shall pay the difference to Sycamore Township. (Company Name)

Further Affiant sayeth naught.

_____
Company

By:_____
Affiant and Title

Sworn to before me, a Notary Public, this the _____ day of _____, 20___.

_____
Notary Public
My commission expires on _____ Seal of Notary

CERTIFICATE OF FISCAL OFFICER AND LAW DIRECTOR

SYCAMORE TOWNSHIP FISCAL OFFICER: It is hereby certified that the Trustees of Sycamore Township, Ohio has authorized the Administrator to enter into the foregoing contract by Ordinance No. _____ and that the amount of money required to meet the foregoing Contract with _____, Contractor, has been lawfully appropriated, authorized or directed for such purposes and is in the Treasury or in process of collection to the credit of the appropriate fund, free from any obligation or certification now outstanding.

Dated: _____, 20____

_____
Sycamore Township Fiscal Officer

LEGALITY: I hereby approve the form and correctness of the foregoing Contract.

Dated: _____, 20_____

Township Law Director: _____

A.D.A AFFIDAVIT
OF CONTRACTOR OR SUB-CONTRACTOR

STATE OF _____)

COUNTY OF_____)SS:

I, _____
(Name of person signing affidavit) (Title)

OF THIS _____ DO HEREBY
(Name of Contractor or Subcontractor)

CERTIFY THAT DURING PERFORMANCE OF ALL WORK FOR SYCAMORE

TOWNSHIP, OHIO IN CONNECTION WITH THE CONTRACT FOR

_____
(Name of Project)

THE _____ HAS AND WILL FULLY
(Name of Contractor or Subcontractor)

COMPLY WITH ALL APPLICABLE PROVISIONS OF THE AMERICANS WITH

DISABILITIES ACT.

Signed: _____
Signature of Officer to Agent

Date: _____

Sworn to and Subscribed in my presence this _____ day of _____, 20____.

_____
NOTARY PUBLIC

EEO AFFIDAVIT

State of _____)
) SS:
County of _____)

I, _____, being duly sworn hereby state that I am
(Affiant)

_____ of _____ and that said Company
(Title) (Company)

pledges to provide equal opportunity to all employees or applicants for employment without regard to race, color, creed, national origin, sex, or age. Said pledge applies to all matters pertaining to employment including hiring, placement, upgrading, transfer, demotion, removal, recruitment, pay, training, and layoff.

This statement made in accordance with Title VII of the Civil Rights Act of 1964.

_____
Affiant

Sworn to before me and subscribed in my presence this_____ day of _____20_____.

_____
Notary Public

County of _____, State of _____

My Commission Expires:_____

CONFLICT OF INTEREST AFFIDAVIT

STATE OF_____)
) SS:
COUNTY OF_____)

Personally appeared before me the undersigned, a bidder in a competitive bidding for _____ (Name of Entity), for a contract for _ _____ (Type of Product or Service) to be let by Sycamore Township, Hamilton County, Ohio who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code§102.04, §305.27 AND §2921.42, and further states that the undersigned has the authority to make the following representation on behalf of himself, herself or the business entity:

(1) I hereby certify that no elected or appointed official of Sycamore Township, Hamilton, County Ohio, or any of it's political subdivisions, has any unlawful interest in the Contract being bid.

Further, Affiant sayeth naught:

Signature _____ Title_____

Sworn to before me, a Notary Public, this the _____ day of _____, 20____.

_____
(Notary Public)

My commission expires _____ Seal of Notary

UNRESOLVED FINDING(S) FOR RECOVERY AFFIDAVIT

STATE OF_____)
) SS:
COUNTY OF_____)

Personally appeared before me the undersigned, a bidder in a competitive bidding for _____ _____ (Name of Entity), for a contract for _____ (Type of Product or Service) to be let by Sycamore Township, Hamilton County, Ohio who, being duly cautioned and sworn, makes the following statement with respect to Unresolved Finding(s) for Recovery or other violations under section 9.24 of the Ohio Revised Code and further states that the undersigned has the authority to make the following representation on behalf of himself, herself or the business entity:

(1) I hereby certify that the company or corporation I represent is not currently on the Auditor of State's list of companies/corporations with unresolved finding(s) for recovery.

Further, Affiant sayeth naught:

Signature _____ Title_____

Sworn to before me, a Notary Public, this the _____ day of _____, 20____.

_____
(Notary Public)

My commission expires _____ Seal of Notary

Illegal Immigrant Policy

SECTION 1. "Illegal Immigrant" shall mean a person who has either entered the United States of America in violation of the immigration laws of this country or has legally entered the United States of America, but has overstayed their visa in order to live and work in this country in violation of the immigration laws of this country.

SECTION 2. Any person , firm corporation, partnership, limited liability company or other entity contracting with Sycamore Township who employs an illegal immigrant in furtherance of that contract shall pay a penalty to Sycamore Township of ten percent (10%) of the contract amount or Five Thousand and no/100 Dollars ($5,000.00) whichever is greater.

I have read and agree to abide by the provisions in this policy. In accordance with Sycamore Township Resolution 2007-40.

Signed by: _____ Title: _____

Firm: _____ Date: _____

1. DEFINITIONS AND TERMS

Whenever in this text the following terms are used (or pronouns in place of them), the intent and meaning of the terms shall be interpreted as follows:

Whenever in this text the following terms are used (or pronouns in place of them), the intent and meaning of the terms shall be interpreted as follows:

1.	Owner.....	**SYCAMORE TOWNSHIP** 8540 Kenwood Road Sycamore Township, Ohio 45236
2.	Project Director.....	Duly authorized representative of the Owner; e.g., Road Superintendent, Inspector, etc.
3.	Project Engineer	Duly authorized representative of the Owner; e.g., Road Superintendent, Resident Engineer, Inspector, etc.
3A.	Engineer	Duly authorized representative of the Owner. e.g., Road Superintendent, Resident Engineer, County Engineer, etc.
4.	Bidder……	Any person, firm, partnership, or corporation submitting a Proposal for the Project contemplated, acting directly or through a duly authorized representative.
5.	Contractor.....	The person, firm, partnership, or corporation to whom the within Contract is awarded by the Owner.
6.	Subcontractor.....	A person, firm, partnership, or corporation other than a Contractor, supplying labor and materials or labor for work at the site of the Project.
7.	Surety	Any person, firm, partnership, or corporation that has executed, as Surety, the Contractor's Contract Bond securing the performance of the within Contract.
8.	Proposal.....	The offer of the Bidder to perform the work on the Project when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
9.	Contract.....	The written agreement between the owner and the Contractor covering the performance of the work on the Project and furnishing of labor and/or materials in the construction of the work on the Project. Said Contract being made on the forms provided herein.
10.	Bid Guaranty and Contract Bonds...	The approved Form of Security furnished by the Contractor and his Surety, or Sureties, as a guarantee that he will perform and complete the work on the Project in accordance with the terms of the Contract and all supplementary agreements pertaining thereto, and pay in full for all labor and materials furnished in connection with the work on this Project.
11.	Project.....	The entire improvements specified in the Contract Documents.

12. Contract Documents ..... This item includes all of the statements and provisions described in this text and the construction drawing(s).

2. CLARIFICATION OF CONTRACT DOCUMENTS

If any person, firm, partnership, or corporation who contemplates submitting a Proposal for this Project is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Project Director, a written request for a clarification thereof, and the person, firm, partnership, or corporation submitting the request shall be responsible for its prompt delivery. Clarification of these Contract Documents will not be made except through a written communication duly issued by the Project Director. A copy of such will be mailed, or delivered, to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance of such a communication prior to the receipt of bids, and it shall be attached to and become part of the Contract Documents.

3. PERSONAL EXAMINATION

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

No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

4. STATEMENT OF QUANTITIES

The estimate of quantities of work, if included in the Proposal, is approximate only and will not become the basis for calculating the final payment for the work. However, the estimated quantities shall be used by the Owner in calculating the total amount of the Proposal for comparison of bids.

5. PROPOSAL

Bid security of all except the three (3) lowest bidders will be returned within ten (10) days after the opening of bids. Bid security of the three (3) lowest bidders will be returned within ten (10) days after the Contract has been executed with the successful Bidder and the required bonds have been finally approved by the Owner. If the required Contract and Contract Bonds have not been executed within sixty (60) days after the time specified in the "Attention All Bidders" for the Owner to evaluate bids, the bid security of any bidder will be returned upon his request, provided he has not been given "Notice of Award" prior to the date of such request.

Any bidder may withdraw his Proposal, providing his written request is received by the Owner prior to the specified time of the opening bid, or he may change or modify his Proposal in the same manner in which it was originally submitted, but no bidder may withdraw his Proposal after the specified time of the opening of bids. Proposals received after the specified time of the bid opening will be returned to the bidder unopened.

6. PREPARATION AND SUBMISSION OF BIDS

All bids shall be submitted on the forms furnished by the Owner or copies thereof. They shall be signed in ink by an authorized representative of the bidder. Erasures or changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the Owner; however, the Owner reserves the right to accept or to reject any or all Proposals and to waive defects or technicalities as he may deem best for his interest.

Whenever in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, it is done for the express purpose of establishing a basis for the type of function, quality, durability and efficiency and not for the purpose of limiting competition.

The bidders shall submit all supportive data for the items desired to be considered. The data shall include drawings with all necessary dimensions, description of the materials used in the construction of the item, characteristic curves for pumps, manufacturer's brochure and all data deemed to be necessary in evaluating the proposed items.

If it is determined that items prepared for use in the Project do not meet the specification, the Contractor shall use one of the named items.

Proposals with all required supporting documents shall be sealed in an envelope which shall have the following information inscribed in the upper left-hand corner: the names of the bidder, bid for (give title as advertised), bid opening date.

7. COMPETENCY OF BIDDERS

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

8. PROPOSAL CONSIDERATIONS

The Owner reserves the right to accept, reject, or waive any informalities in any Proposal made for the work contemplated herein. The "Attention All Bidders" specifies the time reserved by the Owner for the evaluation of bids.

9. FINAL AWARD

The Contract shall be considered to have been awarded and binding upon the contracting parties on or after the date of the "Notice of Award" from the Owner. The Contractor shall within ten (10) days from the date of the "Notice of Award", furnish to the Owner four (4) copies of the required "Contract Bonds" and proof of Insurance Coverage; and shall sign the "Form of Contract". The Contract shall be considered as awarded after the Owner is satisfied as to the Surety or Sureties offered by the Contractor on the contract bonds guaranteeing his performance of the Contract; the proof of insurance coverage is satisfactory; and the authorized representative(s) of the Owner has (have) affixed his (their) signature(s) thereto.

10. FORFEITURE OF CONTRACT

If the party to whom the "Notice of Award" has been mailed has not executed the "Form of Contract", the "Contract Bonds" and provided the Proof of Insurance within ten (10) days as specified in the section entitled "Final Award" he shall be considered in default thereof, and the Owner in addition to any other remedies at law or equity available to Owner may retain the deposit accompanying his proposal as liquidated damages for any expense or delay which may be incurred in making another letting for the performance of said work and to indemnify said Owner for any loss

which he may sustain. The Project may then be re-bid or let to another bidder, as the Owner may determine.

11. SUBCONTRACTING

The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are not performed by a Contractor, under the following conditions:

A. The Contractor shall not award work to any Subcontractor without prior written approval of the Owner.

B. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by himself.

C. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors, and to give the Contractor the same power regarding terminating any Subcontract that the Owner may exercise over the Contractor under any provision on the Contract Documents.

D. Nothing contained in these Contract Documents shall create any contractual relation between the Owner and the Subcontractor.

The rights and duties of the Owner and Contractor in the Contract Documents, under this section and otherwise in the Contract Documents, with reference to the designation and approval of any Subcontractor or person or entity proposed to perform and/or furnish labor and/or materials on the Project, shall be binding and enforceable only as between the Owner and Contractor and shall not be construed or implied to create or vest any rights in any such Subcontractor or person or entity or any party other than the Owner and Contractor.

12. COMMENCEMENT AND COMPLETION OF WORK AND LIQUIDATED DAMAGES

The calendar days established for completion of the work in the "Proposal" shall commence on the date of the "Notice to Proceed". All work under this Contract shall be completed within these calendar days by the Contractor, subject to the liquidated damages herein provided. However, neither the Contractor nor any Subcontractor shall commence any work on this Project under this Contract until the "Notice to Proceed" has been issued. Time is of the essence in this contract.

The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the loyalty of the work.

If the Contractor fails to complete the work within the Contract time, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

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 Engineer:

A. To any preference, priority or allocation order duly issued by the Owner.

B. 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, fires, floods, epidemic, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

13. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE AND INDEMNIFICATION OF OWNER

The Contractor and/or Subcontractor on this project will be required to take out and maintain during the life of this Contract, and as provided below, the insurance listed below, and approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall purchase the insurance listed below to protect the Owner and Engineer from all claims incurred by the action of the Contractor or Subcontractors in the construction of this Project.

Certified copies of the insurance coverage shall be submitted to the Owner for approval within ten (10) days from the date of the "Notice of Award".

A. Workmen's Compensation and Employees' General Liability Insurance: The Contractor shall procure, and shall maintain during the life of this Contract, Workmen's Compensation Coverage for all of his employees to be engaged in work under this Contract; and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Coverage for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Coverage.

   In case any class of employees are engaged in hazardous work and are not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide employers General Liability Insurance for the protection of such of his employees not otherwise protected.

B. Public Liability and Owner's or Contractor's Protective Insurance: The Contractor shall procure and maintain the following type of insurance and shall require any of his Subcontractors performing work covered by the Contract to do the same in order to protect themselves from claims for damage to property which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

C. Commercial General Liability Insurance. The minimum limits for liability insurance are as follows:

General Aggregate Limit	$2,000,000
Products - Completed Operations Aggregate Limit	$2,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the township will require the General Aggregate Limit on a per project basis.
Ensure that the Commercial General Liability Insurance policy names the Sycamore Township and the State of Ohio, Department of Transportation, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same

limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of $5,000,000 and Each Occurrence Limit of $1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

D. Comprehensive Automobile Liability Insurance. The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability Limit, Each Occurrence $1,000,000

Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the township from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the township. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the township will accept the certificates, but the Contractor is obligated to renew its insurance policies as necessary. Provide new certificates of insurance from time to time, so that the township is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of this section, the township may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the township. The township in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the township may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

E. Scope of Insurance and Special Hazards: The insurance required under paragraph II, hereof, shall provide adequate protection for the Owner, Contractor and his Subcontractor, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may

be encountered in the performance of the Contract. Each of the aforesaid policies shall include the Owner and Engineer as additional insureds and will provide that such policy will not be modified, changed, canceled, non-renewed or expired until after the Owner shall have been given thirty (30) days written notice thereof by registered or certified mail.

F. Indemnity of Owner: The Contractor covenants and agrees to exonerate and hold the Owner and the Engineer harmless of and from all liability, claims, demands and causes of action whatsoever for personal injury or property damage arising out of acts of commission or omission by the Contractor, its agents, employees, subcontractors, or subordinate subcontractors, or arising out of any other operation or transaction no matter by whom performed for and on behalf of the Contractor.

14. LAWS, ORDINANCES, AND REGULATIONS

The Contractor shall keep himself fully informed of and shall carefully observe and comply with all Federal, State, County, City, and local laws, ordinances, rules, permits, licenses, or inspections; the employment of and payment for all labor; the legal rights of all workers employed under this Contract; and any other items which in any manner affect the conduct of the Contract; and any other items which in any manner affect the conduct of the work; and all such orders or decrees that exist at present, or those which may be enacted later, by bodies or tribunals having any jurisdiction or authority over the work, and he will be required to indemnify and save harmless the Owner and all his directors, councilmen, officers and agents and employees against any claim or liability arising from or based upon any violation of any such law, ordinance, regulation, order or decree whether by himself or his employees or Subcontractor. Should the Contractor at any time find that any requirement of this Contract is at variance with applicable laws, ordinances, or building code requirements, he shall promptly notify the Owner, and any necessary adjustment of the Contract will be made as specified under the section herein entitled "Changes in the Work".

The Contractor will be required to give all notices, and pay all fees for any and/or all permits, licenses, or inspections necessary for the prosecution of the work under this Contract.

15. PATENTS

The Contract will be required to indemnify, keep and save harmless the Owner and his officers and agents from all liabilities, judgments, costs, damage or claims for damages which may arise from the infringement of any letter patented, patent rights, or royalty due on the same by reason of the use of any patented, patent rights, or royalty due on the same by reason of the use of any patented materials, machinery, devices, and equipment furnished or used in the event that any claim, suit or action at law or equity of any kind whatsoever is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain from the money due and/or to become due to the Contractor, a sufficient amount of money as shall be considered necessary by the Legal Advisor of the Owner, to protect him against loss until such claim, suit, or action shall have been settled and evidence to the effect shall have been furnished to the satisfaction of the said Legal Advisor.

16. TAXES

The Contractor will be required to pay, without additional expenses to the Owner, all Federal, State, Local sales, and any other taxes which may be applicable to the work under this Contract, excepting any taxes and assessments on the real property comprising the site of the Project. The Owner will provide evidence of state sales tax exemption for materials or equipment incorporated in the work where such is applicable.

17. ASSIGNMENTS

The Contractor may not assign the whole or any part of this Contract or any moneys due and/or to become due hereunder without written consent of the Owner and/or of all Sureties executing any bonds on behalf of the Contractor and any such assignment without all of said consents first obtained is void. In case the Contractor should assign all or any part of moneys due and/or to become due under this Contract, after first obtaining all of said consents, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee in and to any moneys due and/or become due to the Contractor shall be subject to prior liens of all persons, firms, partnerships and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

18. CONSTRUCTION SCHEDULE AND PERIODICAL ESTIMATES

Immediately after execution and delivery of the Contract, a preconstruction conference will be scheduled by the Owner. At said conference, unless a progress schedule has been incorporated as part of the Contract Documents, the Contractor will provide a construction progress schedule satisfactory to the Project Director, showing the proposed dates of commencement and completion of each of the various subdivisions of work, including restoration required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule.

The Contractor may also be required to furnish on forms to be supplied by the Owner, a detailed estimate of work done for the purpose of making partial payments thereon. The quantities submitted on these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

19. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor, or any Subcontractor suffers loss of damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. However, if such other Contractor or Subcontractor should assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor in writing, and the Contractor hereby indemnifies and saves harmless the Owner against any such claims.

20. SUPERVISION OF THE WORK BY CONTRACTOR

The Contractor shall personally supervise the work or furnish at all times a duly authorized representative, who shall receive and execute all orders given by the Project Director. Such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

Supervisory personnel must be available locally, twenty-four (24) hours a day, seven (7) days a week until all items of work have been completed and under this Contract.

21. CONTROL OF WORK BY OWNER

The Owner shall control the work under this Contract through the Project Director.

The Contractor shall, at all times, give to the Project Director and to assistants and inspectors under him, all necessary facilities for determining, both on the work and at the place of manufacture, that all work to be done and all the materials to be furnished for this Project is being performed and are being made strictly in accordance with the Contract Documents. The Contractor shall notify the

Project Director in writing, at least seven (7) days prior to the commencement of the manufacture of any materials, of the time and place where the manufacture is to take place in order that the Project Director may be present to inspect the manufacture, if desired, or required by the Owner.

The Project Director shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract. He shall also determine all questions which may arise relative to the fulfillment of this Contract on the part of the Contractor.

The Project Director will inspect the materials furnished and the work done under this Contract. He is also hereby authorized and empowered to reject and refuse all work and materials and the method of application of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter during the existence of this Contract, should said work or materials be found not in accordance with the requirements of this Contract.

The absence of the Project Director from the site of the construction work for any reason whatsoever does not relieve the Contractor from his responsibility for compliance with all terms of these Contract Documents.

Should defective work be suspected and the Project Director so require, the Contractor shall uncover, take down or make openings in the finished work for the purpose of examining at such points as said Project Director designates. Should the work thus exposed or examined prove satisfactory, the cost of uncovering or the making good of the parts removed shall be paid to the Contractor as provided in the "force account" method in the section entitled "Changes in Work"; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

If the Contractor shall neglect or refuse to remove or replace the same within seven (7) days from the date of the written notice from the Project Director to do so, said notice being served either personally or by leaving it at his place of business or with his agent in charge of the work, then the Project Director may remove or cause the same to be removed and be satisfactorily replaced by Contract or otherwise as he may deem expedient, and charge the expense thereof to the Contractor. The expense so charged will be deducted and paid out by the Owner out of such moneys as are or may become due under this Contract, or if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary moneys, they shall be provided by his Surety.

If, in the opinion of the Project Director, an emergency arises that jeopardizes continuity of service and/or public health, welfare, or safety, and the Contractor is unable to remedy the situation at the time it exists, the Owner reserves the right to immediately take steps to have the situation remedied and the Contractor and his Surety shall be liable for all expenses incurred in correcting this situation. The section herein entitled "Notice and Service Thereof" will be dispensed with when such an emergency exists.

The Contract Documents are intended to be explanatory of each other, but should any discrepancies appear or any misunderstanding arise, the Contractor shall immediately notify the Project Director, and the interpretation and decision of the Project Director shall be final and binding on both parties of this Contract. The Contractor shall not have a valid claim for "Changes in Work" as a result of such interpretation by the Project Director.

22. CHANGES IN WORK

The Project Director may find it necessary and desirable to make changes and/or alterations in the lines, grades, plans, form dimensions, equipment, or materials from time to time, either before or after construction has begun.

The Project Director shall notify the Contractor in writing about all changes in the work at any time, and it shall be completed according to all said changes without any alteration in the Contract Price except in those cases where the changes materially affect the amount of work to be done and the costs thereof. The decision of the Project Director regarding changes in work shall be final in all cases where no alteration in price is involved. Changes in work which involve an alteration in the amount to be paid to the Contractor shall not be commenced until the recommendations of the Project Director have been approved by the Owner through appropriate action by its governing agency, and not then until the alteration in price has been approved and payment therefore has been ordered.

If the Contractor claims that any written instructions from the Project Director, by drawings or otherwise, involved extra cost or an extension of time, he shall so notify the Owner in writing within seven (7) days after receipt of such instructions and in any event before proceeding to execute the work. Should he proceed with the work in compliance with the written order of the Project Director and without the Change Order provided in the next succeeding paragraph, it shall be construed as his acceptance of the order, and no additional compensation will be allowed for any future claim.

Claims for the payment of additional compensation to the Contractor for "Changes in Work" shall not be valid and payment will not be made unless the Change Order for the work which caused his claim has been given in writing by the Project Director, the Owner has approved same by appropriate action and ordered payment to be made all as provided in this section.

Adjustment in the amount to be paid to the Contractor by reason of any changes in, additions to, or deductions from the amount of work to be done shall be determined by one (1) or more of the following methods of selection by the Owner.

A. By using the unit price contained in the Contractor's original Proposal, or other mutually agreed unit prices.

B. By using an acceptable Lump Sum Proposal from the Contractor, which shall be added to, or deducted from, the Contract Price. The agreed price will include the Contractor's "Overhead and Profit", if the change involves an addition to the Contract Price; but if it involves a credit to the Owner, an allowance for "Overhead and Profit" also will be figured.

C. By ordering the Contractor to proceed with the work on a "force account" basis, wherein he keeps and presents to the Owner the exact amount of the cost of the "Changes in Work" together with all vouchers of expenditures thereon. This cost may include all items of labor and materials; the use of power tools and equipment actually needed; the use of small tools, utility services; pro rate charged for superintendent, foremen, time-keeper, clerks, watchmen, incidental job burdens; general office expenses; and all items of cost such as public liability Workmen's Compensation Coverage, Social Security, Old Age and Unemployment Coverage, or additional Contract Bond. The total cost may include an allowance for "Overhead and Profit" not to exceed fifteen percent (15%) of the net cost, but no percentage for "Overhead and Profit" shall be allowed on the items of Social Security, Old Age and Unemployment Coverage. Whenever any "Change in Work" involves a deduction in the Contract Price, the credit shall be the net cost. Sureties will not be notified of changes in the work and cost thereof, except when the changes increase the total Contract Price by more than twenty percent (20%) of the original price.

23. PARTIAL PAYMENTS TO CONTRACTOR

On or before the tenth (10th) day of the month, the Contractor will present to the Project Director his estimate of work performed and/or materials furnished during the preceding month. The Owner will make partial payment based on this estimate, duly certified by the Project Director, typically on or before the tenth (10th) day of the month following: Except as outlined below, the Owner will retain eight percent (8%) of the amount of each such estimate until final completion and acceptance of all work covered by this Contract. The Owner may at his option, at the time of estimate fifty percent (50%) completion of the job, reduce the amount of payment retained to four percent (4%) of the contract amount, if progress towards completion is satisfactory to him. If such a reduction in withholding a percentage of payment request is made, the Owner shall retain the option of reinstating the eight percent (8%) withheld if he feels progress toward completion is less than satisfactory. State or Federally funded projects may require additional processing time for payment.

The Contractor may be required by the Owner to furnish, from time to time, satisfactory evidence that all persons who have done work or furnished materials under this Contract, or may have suffered and claimed damage on account of the Contractor's operations, have been fully paid or secured.

All materials and work covered by partial payments shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work. The payment of monthly partial estimates does not waive the right of the Owner to require the fulfillment of all the terms of the Contract Documents.

24. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICABLE THEREOF

The Owner may, in addition to the portion of any estimate retained under the proceeding provisions of these Contract Documents, also withhold sufficient amount of any payment otherwise due to the Contractor to cover:

A. Defective work not remedied.
B. Third party claims filed or reasonable evidence indicating probable filing of such claims.
C. Failure of the Contractor to make payments properly to subcontractors or for labor or materials or equipment.
D. Reasonable evidence that the work cannot be completed for the unpaid balance due under the contract.
E. Damage to the Owner or another Contractor.
F. Reasonable evidence that the work will not be completed within the contract time.
G. Persistent failure to carry out the work in accordance with the Contract Documents, or,
H. Non-compliance with the plan and/or specifications and addenda issued thereto.

25. THE RIGHT OF OWNER TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy Owner may have, make good such deficiencies. In such case, there shall be deducted from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including compensation for the Engineer's additional services made

necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Engineer. If the payments then or thereafter to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner upon demand.

26. THE RIGHT OF OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of these Contract Documents are violated by the Contractor or any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of his intention to terminate such Contract, such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided that, if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of Notice of Termination, the Owner may take over the work and prosecute same to completion by Contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and shop drawings as may be on the site of the work and necessary therefore.

27. OTHER CONTRACTS

The Owner reserves the right to allow other work or to enter into other Contracts for work or materials to be constructed or placed in or about the work herein described, and to order the starting and progress of such other Contracts at any time prior to the completion of this Contract. The Contractor for the work herein described agrees to allow the construction of or progress of the work under such other Contract, under such arrangements for the joint occupation of the site of the work as the Project Director may approve. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with his work; but if, in the judgment of the Project Director, the joint occupation of the site of the work by two (2) or more Contractors working on different Contracts at the same time actually impedes progress of the work herein described, then, with the approval of the Owner, the time of completion of the work may be proportionately extended.

28. SUSPENSION OF WORK

The Owner reserves the right to suspend the whole or any part of the work to be done hereunder, if it shall be deemed for the best interest of the Owner to do so, without compensation to the Contractor for such suspension other than extending the time for completing the work as much as it may have been delayed by such suspension.

29. NO WAIVER OF CONTRACT

Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the delivery and acceptance of the whole or any part of the work by the Project Director, nor any possession taken by the Owner or employees, shall be deemed to be a waiver by the Owner of the right to abrogate this Contract for abandonment or delay in the manner therein provided.

30. EXTENSION OF TIME FOR DELAYS

A. In case the work is delayed due to acts of omission or commission on the part of the Owner or the interference or delay caused by other Contractors, the time for the completion of the Contract will be extended by the Owner, after request is made in writing by the Contractor. Such an extension of time shall in no instance exceed the time actually lost to the Contractor by reason of such interference or delay.

B. In case the work be delayed due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather or delays of Subcontractors due to such causes, if the Contractor shall, within ten (10) days from the beginning of such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract), notify the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension. Said findings of fact thereon shall be final and conclusive on the parties thereto.

31. NO ESTOPPEL

Neither the Owner nor his appointee shall be precluded or estopped by any return or certificate made or given by the Owner or his appointee under any provisions of this Contract, at any time (before the final completion certificate), showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this contract, or that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not, in fact, conform to the Contract Documents, and the Owner shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor any damages which may be sustained by reason of his failure to comply with the Contract Documents.

The final inspection of the work covered by the Contract Documents shall not be binding or conclusive upon the Owner, if it subsequently appears that the Contractor has willfully or fraudulently or through collusion with the representative of the Owner in charge of the work, supplied inferior materials or workmanship, or has departed from the terms of the Contract Documents notwithstanding the acceptance of said work and the payment by the Owner of all estimates.

32. WARRANTIES AND GUARANTY OF WORK

A. The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this contract, will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of paragraph B below.

B. If, within one year after the date of the Certificate of Substantial Completion, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly with receipt of a written notice from the Owner to do so. This obligation shall survive termination of the contract.

If the Contractor fails to correct defective or non-conforming work as provided in this Section 32, the Owner may correct the defective or non-conforming work and the Contractor and his surety shall be liable for all expenses incurred for the corrections.

33. RELEASE OF CLAIMS

The Contractor shall deliver to the Owner, either prior to or concurrently with the Final Estimate, the Contractor's affidavit listing all suppliers of material and all persons performing labor under and by virtue of this Contract. The Contractor shall also supply, at this time, release of liens from all material suppliers and all persons performing labor as listed in the Contractor's affidavit.

The Contractor will be responsible for obtaining from his Subcontractors, the affidavits and release of liens for the Subcontractor's portion of the work. The Subcontractor's affidavits and release of liens shall be made out jointly to the Contractor and to the Owner.

34. FINAL INSPECTION

The Project Director shall make a final inspection upon completion of the work; and, if all the work required to be done under the Contract is found acceptable as required by the Contract Documents, he shall prepare and file with the Owner and with the Contractor a Certificate of Substantial Completion indicating completion of all the work under the Contract in accordance with the Contract Documents.

The final inspection necessary to check the completion of the punch list and necessary to process the final payment will not be completed by the Engineer until the Contractor has submitted in writing that he has completed the punch list items.

35. FINAL ESTIMATES

Upon receipt from the Project Director of a Certificate of Substantial Completion, the Owner will pay to the Contractor the total earned compensation as stated in the Final Estimate, less all prior payment and advances whatsoever, to or for the account of the Contractor and all amounts to be kept and retained under the provisions of these Contract Documents. All prior estimates and payments, including those relating to "Changes in Work" or "Extra Work" shall be subject to correction by this Final Estimate for payment of the work included under these Contract Documents. The one (1) year guarantee period shall commence on the date of the issuance of the Certificate of Substantial Completion by the Project Director.

36. CONTRACT RELEASE

The Contractor's acceptance of the payment of the Final Estimate shall operate as and shall be a release to the Owner, and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or for any act and neglect of the Owner or of any person relating to or arising out of the work. No payments, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under these Contract Documents.

37. NOTICE AND SERVICE THEREOF

Where, in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given; as to the Owner, when written notice shall be delivered to the Owner, or shall have been placed in the United States Mails addressed to the Owner at the place where the bids or proposals for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the Project, or by mailing such written notice in the United States Mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his Proposal at the address of his permanent place of business; as to the Surety on the Contract Bond, when a written notice is placed in the United States Mails addressed to the Surety at the home office of such Surety or to its agents who executed such Contract Bonds in behalf of such Surety.

38. LEGAL REQUIREMENTS

The intent of these Contract Documents is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein.

39. DRAWINGS

The drawings illustrate the general character and scope of the work covered by these Contract Documents. Additional detailed drawings and other information deemed necessary by the Project Director will be furnished to the Contractor when and as required by the work. Shop Drawings, when approved by the Project Director, shall govern all details of the work, taking precedence over all other drawings.

Figured dimensions on drawings shall take precedence over measurements by scale; detailed working drawings shall take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work.

40. SHOP DRAWINGS

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall, at his own expense, submit five copies of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Project Director may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Project Director to review the information as required. Three (3) sets of drawings furnished by the Contractor will be returned after approval by the Project Director.

The Contractor, at his own expense, shall also submit for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Contract Documents.

At the time of each submission, Contractor shall give the Project Director specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Project Director for review and approval of each such variation.

The Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make

corrections required by the Project Director, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Project Director on previous submittals.

The Project Director's review of Shop Drawings or samples shall not relieve Contractor from responsibility of any variation from the requirements of the Contract Documents unless Contractor has in writing called the Project Director's attention to each such variation at the time of submission and the Project Director has given written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by the Project Director relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to the Project Director review of the pertinent submission will be the sole expense and responsibility of the Contractor.

41. RECORD DRAWINGS

The Contractor shall, during the progress of the Project, maintain a set of construction drawings indicating all changes made during construction. At the conclusion of the Project, all changes shall be shown on a set of reproducible drawings. These reproducible record drawings shall be submitted to the Project Director.

42. SANITARY MEASURES

The Contractor shall construct and maintain sanitary convenience for the use of all persons employed on the work in sufficient number, in such manner and in such places as shall be approved by the Project Director. All persons connected with the work shall be obligated to use them, and any employees violating these provisions shall be discharged and not again employed without written consent of the Project Director. Any necessary precautions, including the care of employees, shall at all times be satisfactory to the Local Government, County and State Health Departments. The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters.

43. UTILITIES

Any utility: e.g., telephone, electricity, water, etc., required by the Contractor for the construction and testing of this Project shall be the responsibility of and cost to the Contractor.

44. BUILDINGS

Buildings for the housing of men employed on the work, for storage of materials, or any other purpose shall not be erected on land owned or leased by the Owner unless a permit in writing is secured from the Owner allowing their construction. Should permission be asked and granted, the Contractor must comply with all local regulations regarding the construction and maintenance of such buildings.

45. SEWAGE, SURFACE AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling and properly disposing of any sewage, seepage, storm, surface, flood or underground flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet with the approval of the Project Director, and the entire cost of said work shall be included in the unit or lump sum prices stipulated for the various items of the work to be done under this Contract.

46. USE OF EXISTING FACILITIES

The Owner, upon written notice to and with concurrence of the Contractor, shall have the right to

connect any sewers, conduit or pipeline with any existing similar facilities and/or appurtenances or to grant permits to make connection therewith at any time before the work is finally accepted. The Contractor shall not interfere with the making of such connections and no extra allowance will be made to the Contractor on account thereof. The construction program shall be so planned as to permit the use of any or all existing facilities during the construction period.

The Owner, at any time during the progress of work, may, by written notice to the Contractor, take over the whole or parts of any sewer or pipeline or appurtenance thereof which has been completed, giving, if desired, permits to tap and connect with the same. Use of such facilities does not constitute final acceptance of the work by the Owner.

47. UNDERGROUND OBSTRUCTIONS ENCOUNTERED

The Contract Documents show certain information regarding pipes, conduits, and other structures which exist in the general area of the proposed work below the surface of the ground. This information was obtained by the Owner from the various sources, both private and public, and is shown only for the convenience of the Contractor. The Owner disclaims any responsibility for the accuracy or completeness of this information. The Contractor must verify to his own satisfaction the accuracy or completeness of such, and he will not be entitled to any additional compensation due to inaccuracies or incompleteness of information regarding underground pipes, conduits or structures.

The Contractor will not be allowed claims for additional costs for relocating the Contract work to provide clearance from existing underground public utilities, underground structures, and other objects of similar nature, if such relocation does not unreasonably affect the general condition of the construction.

Private utilities or public bodies may install underground pipes, conduits or structures in the project area during and/or after the completion of the Contract Documents. The Contractor will not be allowed claims for additional costs for crossing of such underground pipes, conduits, or structures encountered.

48. PROTECTION OF EXISTING UNDERGROUND AND OVERHEAD STRUCTURES

The Contractor will be required, at his own expense, to do everything necessary to protect, support and sustain all sewers, water or gas pipes, service pipes, electric light, power, telephone or telegraph poles, conduits, and other fixtures laid across or along the site of the work. The Project Director as well as the company or corporation owning said pipes, poles or conduits, must be notified by the Contractor, before any such fixtures are moved or molested. In case any of said sewer, gas or water pipes, service poles, electric light, power, telephone or telegraph poles, conduits, or other fixtures are damaged by the Contractor.

The Contractor shall notify the Project Director of the location and circumstances of any change in the position of, or any temporary alteration to underground pipes, conduits, or overhead electric or communication lines which are required to permit the Contractor to use a particular method of construction to clear the structures being built. The Contractor shall cease work, if necessary, until satisfactory arrangements have been made for said pipes or wires to properly care for same. No claims for damages will be allowed due to delays occasional thereby. The entire cost of the changes or temporary removal shall be paid by the Contractor.

49. PROTECTING EXISTING BUILDINGS AND STRUCTURES

The Contractor shall, at his own expense, shore up and protect any buildings, bridges, tracks, or other public or private structures which may be encountered or endangered in the prosecution of the work. He shall repair and make good any damage caused to any such property by reason of his

operations.

50. MONUMENTS AND LANDMARKS

The Contractor or any of his employees shall not molest or remove any monuments, iron survey pins, or landmarks without approval of the Project Director. Any monument, iron survey pins, or landmark so removed without approval will be replaced by the Owner and the expense of the survey will be charged to the Contractor. The cost thereof shall be retained from the moneys due or to become due to the Contractor under these Contract Documents.

51. LAYING OUT WORK

Engineer shall establish base lines and benchmarks for the construction staking of the Project by the Contractor. The Contractor shall provide proper facilities and assistance for clearing and grading where required for construction staking.

The Contractor shall carefully preserve all base lines and benchmarks which have been set by the Engineer. The Contractor shall be charged with the resulting expense of resetting any base lines or benchmarks caused by the loss or disturbance of such by the Contractor.

Base lines and benchmarks shall be defined by the information provided on the plans.

Separate payment WILL be made for this work and the cost thereof shall be included in the price bid for this item of the contract.

52. ACCIDENT PREVENTION

The Contractor shall be held responsible for all accidents and shall indemnify and protect the Owner from all suits, claims and action brought against it, and all cost for liability to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or in caring for the same, or from any improper or inferior workmanship or inferior materials used. All loss or damage to the work arising from fire, floods, storms, or other natural causes, or from any detention obstruction or difficulties which may be encountered in the prosecution of the work shall be sustained by the Contractor.

The Contractor shall exercise every precaution at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated. This protection includes sheeting and shoring, barricades, guards, night watchmen and warning lights, as needed.

The Contractor shall comply with the safety provision of applicable laws and building and construction codes. All hazards connected with the use or installation of machinery and equipment shall be guarded against or eliminated in accordance with the safety provisions of the latest edition of the "Manual of Accident Prevention in Construction", published in IC-3 in the Industrial Commission and the Department of Industrial Relations, State of Ohio, and the "Safety and Health Regulations for Construction", Title 29, Chapter XVII, Part 1925, formerly Title 29, Chapter VIII CFR, Part 1518, to the extent that such provisions are not in contravention of applicable laws.

The Contractor shall have available to all construction crews for immediate use the articles as outlined in the publication of the American Red Cross, "First Aid to the Injured".

53. BUILDER'S RISK, FIRE AND EXTENDED COVERAGE INSURANCE

The Contractor shall purchase and maintain Property Insurance upon the entire work at the site to the full insurable value thereof, including stockpiled material at the construction site intended for incorporation into the project. This insurance shall also include the interest of the Contractors and subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism

and malicious mischief. The insurance policy(s) shall be issued in the name of the Owner(s) and the Contractor as insureds. The certificates of the insurance companies as to the amount and extent of coverage shall be delivered to the Owner before partial payments are made which certificates shall state that the policies cannot be modified, changed, canceled, non-renewed or expired without thirty (30) days prior written notice to the Owner.

54. WORK SITE AVAILABILITY

The successful Bidder is required to become familiar with the easements that have been secured and the areas that are available for the commencement of work in order to prepare work schedules accordingly and to commence work on available sites.

55. ANTI-DISCRIMINATION CLAUSE

Contractor agrees:

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 his behalf shall, by reason of race, creed, or color, discriminate against any citizens of the state in the employment of labor or workers who is or are qualified and available to perform the work involved in the within contract;

B. That no Contractor, Subcontractor, or any person on his behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under this Contract on account of race, creed, or color.

56. AIR POLLUTION

The Contractor shall have on hand sufficient and proper equipment and materials to control the dust from his operation. The Contractor will be required to do such work and apply such materials as will minimize the inconvenience caused to adjacent residents and the traveling public by dust and dirt from his operations.

Separate payment will not be made for this work but the cost thereof shall be included in the price bid for the various items of the contract.

57. ELECTRONIC FILES

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including the fees and charges of engineers, architects, construction manager, experts, consultants, attorneys and other professionals) arising out of, or related to, the use of electronic files, including Computer-aided Design ("CAD") or Building Information Modeling ("BIM") files (collectively, "electronic Files") by the Contractor, the Contractor's Subcontractors or Material Suppliers or any other Person for whom the Contractor is legally liable.

The Electronic Files are provided solely for the Contractor's convenience and use related to the Project. Any use of the electronic Files shall be at the sole risk of the Contractor.

The Township alone owns the Electronic Files and every right, title and interest therein from the moment of creation.

The Electronic Files are not products.

The Contractor shall not use the Electronic Files for any purpose other than as a convenience for preparing Shop Drawings, Coordination Drawings, Record Drawings or fabrication data for components, systems and assemblies intended solely for use on the Project.

The Township, the Construction Manager and the Architect/Engineer make no warranties, either

express or implied of the merchantability or fitness of the Electronic Files for any particular purpose.

The Contractor acknowledges that the Electronic Files may deteriorate or be inadvertently or otherwise modified without authorization of the Township, the Construction Manager or the Architect/Engineer.

The Township, the Construction Manager and the Architect/Engineer make no representations about the compatibility, usability or readability of the Electronic Files resulting from the sue of software, application packages, operating systems or computer hardware differing from those used to create the Electronic Files.

In the event of a conflict between the Contract Documents and Electronic Files, the Contract Documents shall control, take precedence over and govern the electronic files.

The Contractor alone is responsible to check, verify and otherwise confirm the accuracy of data on the Electronic Files.

The Contractor shall not make any claims and waives, to the fullest extent permitted by law, any claims damages, losses, liens, causes of action, suits and judgments of any nature against the Indemnified Parties, which may arise out of, or be related to, the use of the Electronic Files.

Ohio Revised 05-2010

SPECIAL CONDITIONS, PROVISIONS, GENERAL NOTES AND SUPPLEMENTAL SPECIFICATIONS

1. ODOT SPECIFICATIONS

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

Unless otherwise noted on the plans, all work to conform to the Ohio Department of Transportation's (ODOT) Construction and Materials Specifications (C&MS) dated **January 1, 2016 & 2019** with supplements or changes thereto, which are adopted and made a part of these contract documents **EXCEPT** for the following sections:

Excluded 2016 Specifications			
Section102.01	Section 103.01	Section 105.19	
Section 102.03	Section 103.02	Section 107.04	
Section 102.06	Section 103.04	Section 107.13	
Section 102.09	Section 103.05	Section 108.01	
Section 102.10	Section 103.06	Section 108.02(B)	
Section 102.11	Section 103.07	Section 108.02(E)	
Section 102.13	Section 104.02(A)	Section 108.02(G)	
Section 102.14	Section 105.05	Section 108.08	
Section 102.17			

Excluded 2019 Specifications			
Section102.01	Section 103.01	Section 105.19	
Section 102.03	Section 103.02	Section 107.04	
Section 102.06	Section 103.04	Section 107.13	
Section 102.09	Section 103.05	Section 108.01	
Section 102.10	Section 103.06	Section 108.02(B)	
Section 102.11	Section 103.07	Section 108.02(E)	
Section 102.13	Section 104.02(A)	Section 108.02(G)	
Section 102.14	Section 105.05	Section 108.08	
Section 102.17			

It is intended that the specifications governing this project; any bidding requirements and conditions; any ODOT specifications or references to the Ohio Revised code as set forth herein; and any attachment(s) or documents incorporated by reference herein be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Township with respect to this project. But if there is a conflict or inconsistency between any provision(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provision(s) granting greater rights or remedies to the Township, or imposing the greater duty, standard, responsibility or obligation on the Contractor shall govern.

2. UTILITY COMPANIES

The Contractor must notify the following utility companies forty-eight (48) hours before beginning construction.

Metropolitan Sewer District
of Greater Cincinnati
16OO Gest Street
Cincinnati, Ohio 45204
(513) 244-1355

Greater Cincinnati Water Works
4747 Spring Grove Avenue
Cincinnati, Ohio 45232
(513) 591-7862

Duke Energy Company
139 East Fourth Street
Cincinnati, Ohio 45202
(513)287-2457 (gas)
(513) 287-1042 (electric)

Ohio Utilities Protection Service
100 Federal Plaza East
Youngstown, Ohio 44530
(800) 362-2764

Cincinnati Bell (AltaFiber)
201 East fourth Street
Cincinnati, Ohio 45202
(513) 565-7043

Spectrum
11252 Cornell Park Drive
Cincinnati, Ohio
(513) 489-5483

Any damage to the utilities shall be repaired by the Contractor at no cost to the township.

3. MAINTAINING TRAFFIC

ITEM 614, MAINTAINING TRAFFIC:

The Contractor shall maintain local traffic through the project at all times. The Contractor shall adequately mark, through the use of barrels, flashing lights, portable gates and/or other devices approved by the Engineer, the limits of the project area and those areas of the site that are closed to traffic.

During the construction of the headwall(s) and the culvert, the Contractor will be permitted to setup the Detour Plan as outlined in the Maintenance of Traffic Plans and Notes. The closing of the road to traffic will be permitted during the above operations. The Contractor shall insure the safety of the public by providing a sufficient number of flagmen, or by other approved traffic control devices/operations, to assist the local traffic flow through the construction area.

Fourteen (14) calendar days prior to the commencement of the maintenance of traffic in a Detoured traffic pattern, the Contractor shall notify Mr. Steve Reutelshofer, Sycamore Township Road Superintendent (513-792-7258); Mr. Dan Jones, County Engineer's Construction Department (513-946-8430); Mr. Jeff Newby, County Engineer's Traffic Department (513-946-8421); and the **local School District(s) transportation coordinator, local Fire and Sheriff Department**.

Three (3) calendar days prior to the commencement of the detour, the Contractor shall erect and maintain all of the pertinent signs located within the project limits **AND** along the detour route as indicated on the applicable plan sheets. The Contractor shall cover all the signs until the detour route are to be placed in use for the maintenance of traffic.

The Contractor will be responsible for the erection and maintenance of **ALL** signs used for directing traffic along the detour route.

Particular attention shall be given to providing an uninhibited and free flow to **emergency, postal and school vehicles** and to the safety of any **pedestrians** walking through the project limits.

The Contractor shall also take all measures necessary to maintain driveway traffic, per the note for "Maintenance of Driveway Traffic". The maintenance of driveway traffic will be of particular concern in regards to those drives within the construction zone that is being closed to traffic. The cost of furnishing and installing any interim material needed to maintain driveway traffic shall be included in this item.

It shall be the Contractor's responsibility to strictly adhere to all applicable sections for the maintenance of traffic, public safety and public convenience as set forth in the C&MS and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways". The Contractor will not be permitted to begin any phase of work until the required standard barricades, warning signs, etc. are in the proper position. The devices provided for this requirement must be in first class condition.

Faces of construction signs, barricades, vertical panels and drum bands shall be reflectorized with type "G" sheeting, complying with the requirements of the pertinent sections of the C&MS.

The Contractor shall also continually monitor all pavement surfaces used for the maintenance of traffic to keep it clear of dirt, dust and debris.

As determined by the Township, the Contractor **may** be required to present at the preconstruction meeting, a plan that details how the requirements for maintaining local traffic will be met. The Contractor has the option of presenting alternate plans; however, the Township Road Superintendent **MUST APPROVE** said plans prior to commencement of any work.

Payment for the work will be made at the lump sum amount bid for Item 614, Maintaining Traffic.

WORK ZONE/TEMPORARY TRAFFIC CONTROL DEVICES:

The Engineer shall inspect the work zone/temporary traffic control devices after said devices are delivered to or erected on the project site. Any devices that are determined by the Engineer to be substandard shall be repaired to the satisfaction of the Engineer or shall be immediately removed from the site and replaced with acceptable devices.

The work zone/temporary traffic control devices that are utilized on the project site shall also be subject to the continuous inspection of the Engineer. Those devices that are determined by the Engineer to have become substandard during the course of the project shall be immediately repaired or shall be immediately removed from the project site and replaced by devices meeting the approval of the Engineer.

MAINTENANCE OF DRIVEWAY TRAFFIC:

The Contractor shall note that the maintenance of driveway traffic will be a major concern during the length of this project, particularly in regards to the interests of the commercial, retail or office properties.

The Contractor shall conduct his operations so as to maintain driveway traffic through the areas under construction. The Contractor will be permitted to close paved areas to traffic for a minimum period of time, consistent with the requirements of the specifications for the protection of completed asphalt concrete or plain portland cement concrete pavement. This may require the Contractor to undertake such measures as part-width construction of the modifications or the placement of temporary material to maintain drive traffic.

If access to business/office property is involved, an alternate access must be provided if the blockage exceeds one (1) hour. Repeated blocking must allow at least a fifteen (15) minute interval of traffic access every hour.

If two approved access drives serve the same parking area, the Contractor **MAY** be permitted to close one access at a time. However, prior to said closing, the Contractor **MUST** contact the pertinent owner and obtain from said owner written permission for the closing. A copy of this permission **MUST** be submitted to Mr. Steve Reutelshofer of the Sycamore Township prior to the closing.

The Contractor shall note that any special measures and/or interim materials required to provide driveway ingress and egress will not be a separate pay item and said cost shall be included in the lump sum price bid for Item 614, Maintaining Traffic

BLOCKAGE OF DRIVEWAYS:

The Contractor shall notify residents at least forty-eight (48) hours in advance of when their drives will be blocked during construction.

Where concrete restoration is involved, the inconvenience will be held to a minimum by revising curing specifications and permitting cars to use the driveway within forty-eight (48) hours after pouring. Unless otherwise directed by the Engineer, the Contractor will be required to use **HIGH EARLY STRENGTH CONCRETE** for the construction/reconstruction of concrete driveways and/or driveway aprons. The use of **HIGH EARLY STRENGTH CONCRETE** will also be required for any portion of a sidewalk located within the limits of a driveway.

ADVANCE NOTIFICATION:

The Contractor is responsible for the notification of all residents and/or businesses that abut or are located within the project limits. Notification must be given forty-eight (48) hours in advance of the commencement of the work.

A blank notification form that will be used for the project must be presented by the Contractor, to the Sycamore Township for approval, at the pre-construction meeting. The Contractor shall be responsible for the completion of the form, and the reproduction and delivery of the completed form to each of the affected properties. Failure on the part of the Contractor to deliver said notifications will be sufficient cause to stop work on the particular

project.

4. ELECTRIC UTILITY NOTES

A. Danger - Contractor shall contact the Company prior to excavation in the vicinity of electric underground facilities (approximate plan location shown) or when working near overhead electric facilities.

1. For additional underground electric record information call 651-4182. For field inspector to locate underground electric lines, call Ohio Utilities Protection Service 1-800-362-2762 (at least 48 hours in advance).

2. For electric engineering notification, agreements and correspondence, address to Robert D. Swanson, Principal Engineer, Electric Transmission and Distribution Construction Department, Room 549 Annex, P.O. Box 96O, Fourth & Main Streets, Cincinnati, Ohio 452O1.

3. For notification of construction activity near energized electric facilities call James Groman 381-2000.

B. Contractor shall be responsible for all damages to electric facilities during construction.

C. Electric facilities to be kept in service at all times.

D. Contractor shall be responsible for supporting existing electric facilities affected by the proposed construction.

1. Where high-pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to the coating or surrounding thermal sand envelope.

2. Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the Contractor shall protect the system as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.

3. Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the Contractor shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.

4. Where the depth of excavation for the proposed work is greater than five (5) feet, the Contractor shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.

5. All damage to electric facilities and services requiring adjustments, relocations and/or repairs will be made at the Contractor's cost.

E. Contractor shall not backfill exposed electric facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

NOTE: Should Contractor damage electric facilities, Contractor shall immediately notify the electric service desk through the Company Operator (381-2000). Contractor shall keep everyone clear of damaged electric facilities until Company personnel arrive at the work site.

5. GAS UTILITY NOTES

Contractor shall contact the company prior to excavation in vicinity of gas lines.

For Field Inspector to locate underground gas lines, the Contractor shall call **Ohio Utilities Protection Service (1-800-362-2762)** at least 48 hours in advance.

For gas engineering and planning notification, agreements and official correspondence, the Contractor shall contact Robert B. Grote, Supervisor of Engineering, Gas Engineering and Planning Department, Room 216-A, P.O. Box 960, Fourth & Main Streets, Cincinnati, Ohio 452O1.

Contractor shall be responsible for all damages to gas lines during construction.

Gas lines shall be kept in service at all times.

Contractor shall be responsible for sheeting and shoring of existing gas line trenches within the zone of influence where conflict can occur between parallel on crossing presently located gas lines.

Where welded steel coated and wrapped gas mains are exposed or otherwise interfered within by the Contractor, protection by the Contractor will be required against damage to coating and wrapping materials.

Where coupled steel gas mains are exposed or otherwise interfered with by the Contractor, they will be reinforced or replaced by the utility based on conditions to be determined by the utility.

Where cast iron gas and/or plastic mains are exposed or otherwise interfered with or where the support of a buried cast iron and/or plastic gas main is disturbed, the Contractor shall protect the main as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The method used shall be based on conditions to be determined by the utility.

Where the depth of excavation for the proposed work is greater than five (5) feet, support of gas mains at locations where the gas main is within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil. All damage to gas mains and services requiring adjustments, relocations and/or repairs will be made at the Constrictor's cost

Contractor shall not backfill exposed gas facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

The Contractor's attention is also called to the specifications of the "Gas Facilities Protection Guidelines" which deal with the protection of gas service in excavation areas. A copy of said guidelines may be acquired from the office of Cincinnati Gas & Electric Company.

6. UTILITY NOTES

NOTIFICATION OF UTILITIES:

At least two (2) working days, but not more than seven (7) working days, prior to beginning work, the Contractor shall notify all public and/or private utility companies that may have wires, poles, conduits, manholes or other structures within the construction limits. This will include companies that may have facilities within the construction limits but the facilities are not shown on these plans.

Unless otherwise noted on these plans or herein, all work required on or to the facilities of the utility company, either public or private, will be done by and at the expense of the respective company.

COOPERATION WITH UTILITY COMPANIES:

During the construction of these improvements, the utility companies may be working in the area adjusting, resetting, relocating or modifying their facilities. The Contractor shall fully cooperate with the utility companies so that the entire project is completed in a manner consistent with good construction practices.

LOCATION AND PROTECTION OF UTILITIES:

The Engineer does not assume any liability for the location of utilities, including individual service lines. The Contractor shall be responsible for precisely locating all utilities and service lines and for the protection of all utilities that may exist in the work area, both above and below ground. Any damage to utilities that have been accurately located, that is caused by the Contractor's operations, shall be repaired at the Contractor's expense.

UTILITY COORDINATION
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL AFFECTED UTILITIES.

COST TO COORDINATE WITH UTILITIES SHALL BE INCIDENTAL TO THE COST OF THE EQUIPMENT TO BE INSTALLED. THE COST OF PROVIDING POWER SERVICES IS ITEMIZED SEPARATELY.

UNDERGROUND UTILITIES
THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS AS OBTAINED FROM THE OWNERS AS REQUIRED BY SECTION 153.64 O.R.C.

7. GREATER CINCINNATI WATER WORKS NOTES

All work pertaining to water works items shall be done in strict accordance with the specifications of the Greater Cincinnati Water Works and under the direction, supervision and inspection of the Greater Cincinnati Water Works.

Water main items are to be constructed in accordance with the provisions of the latest

edition of the State of Ohio Department of Transportation Construction and Material Specifications and modified by the latest edition of the City of Cincinnati Supplement to said State of Ohio Specifications and any supplements or changes thereto. Copies of all pertinent specifications may be obtained from the Greater Cincinnati Water Works, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232.

A cushion of eighteen (18) inches shall be maintained between the proposed water mains and the existing sewers, inlet connections, and drains. If a greater clearance is desired, it will be so designated on the plans. Building sewer laterals are not to be disturbed or trapped. Existing drains, sewers and culverts are not to be disturbed. If the water main is to be under culverts or pipe sewers, the mains shall be tunneled and backfilled with Class "C" Concrete or installed in steel casings as directed by Greater Cincinnati Water Works.

It shall be the Contractor's responsibility to arrange for removal and replacement of any poles and guys necessary for the installation of the proposed water mains and any cost connected thereto shall be his expense.

Unless otherwise noted, all backfill to be Method "A".

No part of any fire hydrant setting shall be installed closer than five (5) feet to any driveway, inlet, utility pole, or guy wire anchor.

All pipe and specials shall be in accordance with City of Cincinnati Specification 40-110-76-91.

All valves, twelve (12) inches and smaller, are to be furnished by the Contractor and are to be obtained from a supplier approved by Greater Cincinnati Water Works. The Contractor shall purchase all valves, sixteen (16) inches and larger, from the Greater Cincinnati Water Works.

All water main work must be completed under the supervision of a Greater Cincinnati Water Works inspector. The Contractor must contact **Mr. Mike Lawson**, Supervisor of Inspection, at 591-7870, at least two (2) working days prior to the commencement of water main work to arraign for inspection.

8. ADJUSTMENT OF EXISTING FACILITIES

As indicated in the plans, the Contractor shall adjust to proposed grade all existing facilities, i.e. manholes, catch basins, valve chambers, valve boxes, monument boxes, etc. This shall include any facilities that are not shown on the plan.

To the greatest extent possible, the adjustment of the facility to final grade shall be accomplished immediately prior to the placement of the surface course. In cases where the facility has been adjusted to grade and the facility will be subject to traffic prior to the construction of the surface course, the Contractor shall immediately clean and tack coat an area four (4) feet in radius around the facility and place an asphalt concrete wedge, thoroughly compacted in accordance with the pertinent sections of the C&MS, around the facility. The asphalt wedge shall remain in place until immediately before the construction of the pavement course(s).

Where adjustments are to be made by the respective utility company, the Contractor shall coordinate the work under this project with that of the utility company and shall fully cooperate with the utility company so that the entire project is completed in a manner consistent with good construction practices.

Maintenance of safe and convenient traffic lanes must be a prime consideration when performing these adjustments.

Work performed on the utility facilities shall be in strict accordance with the specifications of the applicable utility company and shall be performed under the direction, supervision and inspection of said company.

9. HAUL ROADS

At the pre-construction meeting, the Contractor shall supply to the Engineer a list of the local roads to be used for the purpose of hauling equipment and/or material to or from the job site. Only the local roads in the vicinity of the project have to be listed; State and/or Federal roads do not have to be included. Where necessary, the list shall include the extent of the roads to be affected and any special restriction, i.e. height or weight restrictions that may be applicable along said roads. Construction shall not commence until the Engineer and/or Township has reviewed the haul road list.

The submission of list to and the review of the list by the Engineer does **NOT** relieve the Contractor of the responsibility for conforming to and obeying all applicable height and weight restrictions on haul roads and of the responsibility for any damage done to and/or along said haul roads.

10. DELAYS AND TIME EXTENSIONS:

The provisions of the C&M Section 109.05 (D) (f) "Home Office Overhead" will **NOT** apply to this project.

If the Contractor is delayed in the progress of the work by causes reasonably beyond the Contractor's control and through no fault of the Contractor and the proximate cause of the delay is the County's actions or inactions, within the meaning of ORC §4113.62(C)(2), the Contractor shall be entitled to a reasonable time extension and to a reasonable increase in the original contract amount for extended field general conditions as agreed to by the County.

In addition, home office overhead shall be allowable pursuant only to the Eichleay formula as applied by the Courts of Ohio. Such unabsorbed home office overhead shall only be allowed if the cumulative delay to the critical path in question exceeds fourteen (14) days. The extension of time, increase in the original contract amount for extended field general conditions and the damages as determined by the Eichleay formula shall be the Contractor's sole remedy and measure of "delay damages" under this Contract.

The Contractor agrees that the Contractor shall not be entitled to any additional compensation for any other damages allegedly arising out of or relating to the delay(s) in question, including but not limited to, any additional fees, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs,

impact damages, lost profits or other similar remuneration.

11. INSURANCE REQUIREMENTS:

The Contractor's attention is specifically directed to the requirements for submitting proof of insurance contained in the pertinent Bid Documents. As required in the referred section, the Contractor **MUST** submit "two certified copies of the required insurance policy/policies"; this shall be construed to mean **ONE CERTIFIED** copy of the **FULL** insurance policy and **ONE CERTIFIED CERTIFICATE** indicating the insurance coverage.

The Contractor's submittal of a bid indicates that the above requirements will be met at the time of contract signing.

12. PROJECTS FUNDED BY THE OPWC:

The Contractor shall note that this project is funded in part by **STATE funds**, administrated by the Ohio Public Works Commission (OPWC). The Contractor shall note the **additional form(s)** and the additional notes that are included in the bid package. **OPWC REQUIRES the Contractor to complete the OPWC forms as part of the bid preparation.**

13. STEEL REQUIREMENTS:

Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code (ORC) apply to this project.

14. CONTINGENCY AMOUNT:

A contingency amount is included on the Bid Tabulation forms. The Engineer will use this amount to cover changes to or additions of work directly relevant to the completion of the work in the Contract. The Engineer will issue a Change Order per the Contract for any and all work to be compensated utilizing the Contingency amount prior to the commencement of the work.

The Contingency amount will be available throughout the Contract and will be authorized through the required Change Order(s) but will only be dispensed if and when the need arises. If some or all the Contingency amount is not expended during the Contract, the remaining Contingency amount will accrue to Sycamore Township and **NOT** to the Contractor.

15. PRE-CONSTRUCTION MEETING:

Prior to the commencement of construction activities, the Engineer will arrange a pre-construction meeting between the Contractor, Township representatives, utility company representatives and other interested parties. The time, date and location of the meeting will be determined after the awarding of the contract and the Engineer will notify all interested parties.

16. SCHEDULE:

The Contractor shall furnish a detailed schedule of operations to the Engineer. The schedule

shall be submitted to the Engineer at the pre-construction meeting and shall list the order of operations, the time frame for the completion of each operation, and, where applicable, the location of each operation. The schedule must be approved by the Engineer, or be revised to the satisfaction of the Engineer, prior to the commencement of any work.

Changes to the approved schedule are to be submitted in writing to the Engineer and reviewed and approved by the Engineer before operations are changed or rescheduled. Should the construction activities fall behind the schedule by more than one (1) month due to any reason, the Contractor will, at the request of the Engineer, revise and update the schedule.

The Contractor shall schedule his operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use.

Unless otherwise directed herein, the Contractor may schedule his work in any order desired.

17. DAMAGES:

Should the Contractor not complete all work by the scheduled completion date, the Engineer shall keep a record of all expenditures for inspection, supervision, engineering and administration after the scheduled completion date and shall deduct that amount from the final payment.

This provision shall not apply to time extensions granted, in writing, by the Engineer for good cause.

18. PERMITS:

Unless otherwise noted herein, the Contractor shall procure all permits and pay all charges and fees that are required by any State, County, City and/or local agency.

19. RESPONSIBILITY:

It shall be the responsibility of the Contractor to perform all work in such a manner so as to not damage or destroy any existing feature, i.e. existing inlets, conduits, etc., that is not marked for replacement or removal. If any such damage does occur, the Contractor shall replace or repair the damaged portion to the satisfaction of the Engineer at no additional cost to the project.

The Contractor shall exercise due care during construction so as not to destroy or adversely impact any trees, plants, shrubs or structures unless the trees, plants, shrubs or structures are specifically marked for removal or relocation.

In some cases, the Contractor may be required to excavate under and around the existing utilities. Extreme care should be taken to not damage the utility during this operation. The Contractor shall be responsible for all damage to utilities during construction and shall receive no compensation for repairing damaged utilities that have been properly identified.

20. PROTECTION OF AREAS OUTSIDE OF WORK LIMITS:

The Contractor shall be responsible for the protection of areas that are outside of the designated construction limits but may be adjacent to those limits (Ex. Sidewalks, Driveways, etc.). This will include those areas used by construction traffic for access to and from the work areas.

Where the Engineer determines that the Contractor's operations have been responsible for damage to areas outside of the construction limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation will be due to the Contractor for any repair of these areas.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the maintenance of traffic through the area.

The Contractor shall be responsible for the immediate rectification of problems created in areas outside of the improved areas that are attributable to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

21. TREE TRIMMING OR TREE REMOVAL:

The Contractor shall note that **ALL** tree trimming or tree removal in the vicinity of electrical lines **MUST** be accomplished by a contractor and/or personnel that is/are certified in electric line clearance/trimming and is/are certified to work within the vicinity of power lines as specified by National Electric Safety Code (NESC) and as certified by Duke Energy Corporation Vegetation Management.

22. ESTIMATED QUANTITIES:

The quantities indicated in the "Unofficial Bid Tabulation" are **APPROXIMATE ONLY**. These quantities shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. However, during the term of the contract, and at the option of the Engineer, the quantities may be increased, decreased, or non-performed as conditions dictate.

The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the estimated quantities.

23. MATERIALS AND WORKMANSHIP:

Unless otherwise specified, all materials shall be new. All workmanship and materials shall be of the finest quality and shall be proper and sufficient for the purpose contemplated. The Contractor shall furnish, if so required, satisfactory evidence as to kind and quality of materials and workmanship.

All items of equipment and/or material proposed for substitutions must be approved by the Engineer in writing and shall be equal to or superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the Contractors shall pay the expense of said revisions at no additional cost to the County.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the Plans and Specifications.

24. REMOVALS:

When a bid item is to include the cost of removal of a classified or unclassified material, it shall be the responsibility of the Contractor to verify in the field the type of material and the thickness of the material to be removed **PRIOR** to submitting his bid. The submittal of a bid will be considered as evidence that the Contractor has verified the existing conditions. No additional allowance will be due the Contractor for added expense of removals due to unknown materials or thickness.

25. FUNDING & ADDITIONAL REGULATIONS:

The Contractor shall note that this project is funded in part or in total by Federal or State funds. Because of the funding, additional rules, regulations, restrictions or other provisions, as addressed in the following, are applicable to this project.

26. PRE-QUALIFICATION:

The Contractor **MUST** be pre-qualified by the State of Ohio/Ohio Department of Transportation to complete the work included in the project. The submission of a bid by the Contractor will be taken by the Engineer as acknowledgement that the Contractor is pre-qualified by the State.

27. DRUG-FREE WORKPLACE:

The Contractor and each subcontractor must be enrolled in and in good standing in the Drug-Free Workplace Program (DFWP) or a similar program approved by the Bureau of Worker's Compensation. If the Contractor is not enrolled in or in good standing in the DFWP or a similar program at the time of the bid submittal, the Contractor **MUST** enroll in a certified program within ten (10) days of the bid opening date or the township will deem the bid submitted by the Contractor as non-responsive and the township will reject the bid.

The Contractor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees, while working on this project, will not purchase, transfer, use or possess alcohol or illegal drugs or abuse prescription drugs in any way.

The Contractor shall also require that these obligations be placed in all subcontractor and materialman/supplier contracts and further requires that each subcontractor and materialman/supplier place the same contractual obligations in each of their lower tier

contracts.

28. CHANGE ORDERS:

The purpose of a change order will normally be to increase the quantity/amount of a bid item of work, decrease the quantity/amount of a bid item of work, non-perform a bid item of work or add an item of work not originally included in the bid for the project.

All change orders will be processed through the Township.

In cases where the Contractor desires that the bid quantities/amounts of work be increased or where new items of work are required, the Contractor shall submit a request to the Construction Engineer, as applicable. The request shall include an itemized breakdown of the costs of labor, materials and equipment, to substantiate all such requests. The Construction Engineer will determine the merits of the request and will prepare the necessary change order if in agreement.

In cases where the bid quantities/amounts are to be decreased or bid items of work are to be non-performed, the Construction Engineer will prepare the necessary documentation for the change order.

For projects, after the scope of the change order has been determined and agreed to by all parties, the Contractor, the Construction Engineer, the Planning Engineer and the Township will sign the change order.

At the completion of construction and prior to the final acceptance of the project, the Construction Engineer will prepare a final change order to indicate the as-built quantities for the project and the final costs for the project.

29. DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIMS PROCESS:

All disputes or claims will be processed through the Sycamore Township and the Construction Engineer.

Disputes will include disagreements, matters in question and differences of opinion between the Township's personnel and the Contractor. Claims are disputes that are not settled in the dispute resolution process and the Contractor has documented costs or time incurred as a result of such disputes.

The Contractor **MUST** follow this process in order to resolve disputes on the project and to seek additional compensation or contract time in the form of an administrative claim. The Contractor **MUST** exhaust this process **PRIOR** to filing an action in the Ohio Court of Claims. These procedures do not compromise the Contractor's right to seek relief in the Ohio Court of Claims.

All parties in the dispute **MUST** follow the specified steps. Personnel involved in second or third tier reviews will not consider a dispute until the previous tier has properly reviewed the dispute.

The Contractor may pursue disputes and claims by subcontractor(s) and supplier(s) on

behalf of the subcontractor(s). The Township will not review disputes and claims of subcontractor(s) and supplier(s) against the Contractor. The Township will not review disputes and claims of subcontractor(s) and supplier(s) against the Township if the Contractor does not support said claims or disputes.

DISPUTE RESOLUTION:

Early Notice: The Contractor or subcontractor through the Contractor shall give verbal or written notice to the Construction Engineer or the duly appointed representative of the Construction Engineer of any circumstance or dispute on the project that may result in a claim. The early notice must be given no later than the end of the second working day following the occurrence of the circumstance or dispute. The Contractor or subcontractor AND the Construction Engineer will maintain records of labor, equipment and materials used on the disputed work or made necessary by the circumstance. The Contractor or subcontractor shall continue with all project work. The Engineer/Township will continue payments for contract work.

REQUIRED STEPS:

Step 1 (Project Level): The Inspector appointed by the Construction Engineer will meet with the Contractor's superintendent within two (2) working days of the receipt of the early notice. These parties will review all pertinent information and contract provisions and attempt to negotiate an equitable settlement. If a settlement is not reached, the dispute proceeds to Step 2.

Step 2 (Administrative): Step 2 shall occur within ten (10) working days of the completion of Step 1. The Construction Engineer will meet with the Contractor's designated personnel, consider the dispute, review the information and attempt to negotiate an equitable settlement. If a settlement is not reached, the dispute proceeds to Step 3.

Step 3 (Township): The Township will review disputes that reach Step 3. The Township will issue a written decision on the dispute within fifteen (15) working days of receiving the dispute.

The Township's decision in Step 3 of the Dispute Resolution is administratively final.

30. OWNER'S RIGHT TO WITHHOLD PAYMENTS

In order to protect itself from loss, the Owner may withhold payment which would otherwise be due to the Contractor on account of:

A. Failure to remedy defective work or remove defective materials from the job.

B. Properly certified claims filed against Contractor.

C. Expiration of contract time.

D. Non-compliance with the plan and/or specifications and addenda issued.

31. DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer and Owner deem it inexpedient to correct work injured or not done in accordance with the Contact, an equitable deduction from the contract price shall be made thereof.

32. FINAL INSPECTION/PAYMENT

The final inspection necessary to check the completion of the punch list and necessary to process the final payment will not be completed by the Engineer until the Contractor has submitted in writing that he has completed the punch list items.

***33.* WORK ZONE/TEMPORARY PAVEMENT MARKINGS:**

Unless otherwise directed and approved by the Engineer, **NO** metallic-based work zone/ temporary pavement markings are to be used. This will include all work zone/temporary pavement markings, whether on the completed pavement surface or on an interim pavement surface, i.e. between a leveling course and the surface course.

The location and/or configuration of the work zone/temporary pavement markings shall be as indicated on the plans or as directed by the Engineer in the field. The Contractor shall notify Mr. Jeff Newby of the County Traffic Department (513-946-8421), seven (7) days prior to the time when the work zone/temporary markings are to be placed so that the layout may be approved prior to placement in the field.

The Contractor shall note that, unless otherwise directed by the Engineer, work zone/temporary striping placed on finished surface courses **MUST** conform with the pertinent sections of the C&MS**, Type I (removable work zone/temporary preformed pavement markings)**. Work zone/temporary striping placed on other pavement surfaces, i.e. existing pavement to be resurfaced, temporary pavements, base pavement courses, may be paint conforming with the pertinent sections of the C&MS or preformed conform with the pertinent sections of the C&MS, Type I or Type II.

UNLESS an item or items for work zone/temporary stripping have been included in the quantities, the cost of the work zone/temporary stripping, whether on the final pavement surface or on an interim surface, **SHALL BE INCLUDED** in the lump sum price bid for Item 614, Maintaining Traffic.

34. WORK ZONE/TEMPORARY TRAFFIC CONTROL DEVICES:

The Engineer shall inspect the work zone/temporary traffic control devices after said devices are delivered to or erected on the project site. Any devices that are determined by the Engineer to be substandard shall be repaired to the satisfaction of the Engineer or shall be immediately removed from the site and replaced with acceptable devices.

The work zone/temporary traffic control devices that are utilized on the project site shall also be subject to the continuous inspection of the Engineer. Those devices that are determined by the Engineer to have become substandard during the course of the project shall be immediately repaired or shall be immediately removed from the project site and replaced

by devices meeting the approval of the Engineer.

35. TESTING OF CONSTRUCTION MATERIALS

The township will select a testing firm for this project. The township will notify the Contractor of the selected firm at the pre-construction meeting.

The Contractor shall be responsible for the scheduling of all testing as per the general testing requirements listed below or as modified by the Engineer.

The township shall be responsible for the costs incurred in the testing of the construction materials both on site and at the plant. However, the Contractor shall note that the Contractor will be responsible for any and all costs incurred by the scheduling of the testing firm's activities by the Contractor and the subsequent delay and/or cancellation of said activities due to the delay and/or cancellation of the scheduled construction by the Contractor.

The general requirements for the testing of the construction materials shall be as follows:
CONCRETE:

Concrete shall be tested as directed by the Engineer and usually will be called for when the project requires two (2) or more truckloads of concrete. When required, two test cylinders and an air entrainment test shall be made for each fifty (50) cubic yards, or fraction thereof, of concrete incorporated into the project. In addition, slump tests shall be performed, preferably on the first load of concrete delivered to the site. The requirements of the pertinent sections of the C&MS shall be met.

Should the Contractor require concrete beams to be made and tested in order to determine if roadways, driveways, structures, etc. can be opened to traffic prior to the normal curing period, these beams shall be made and tested by the designated testing firm. Concrete beams shall be of such length that two breaks can be made from the same beam. Beams shall remain at the project through the period of curing. Results of beam breaks shall be immediately reported to the Engineer. Costs of making beams, testing and reporting results shall be borne by the Contractor.

Results of cylinder breaks, one at seven (7) days and one at twenty-eight (28) days, and the results of air entrainment tests shall be immediately reported and furnished to the Engineer.
NOTE: Air entrainment tests shall be made from the same load of concrete from which the cylinders are made.

The Contractor shall also be responsible for obtaining the batch information for the concrete being supplied to the project. This information shall be provided daily and with the first load of concrete delivered to the project each day.

PRECAST CONSTRUCTION MATERIALS:

Precast units shall include items that are manufactured by others at an off-site location and installed by the Contractor, i.e. pipes/conduits, precast catch basins/inlets/manholes, precast beams, etc. For all precast units, the Contractor shall

obtain a letter from the Manufacturer certifying that the pertinent precast item meets the applicable C&MS specifications and standards and/or ASTM specifications and standards. When required by the Engineer, the Contractor shall also obtain and supply to the Engineer the pertinent Manufacturer's test reports on the precast units.

The above data, reports and/or Manufacturer's letters are to be provided by the Contractor to the Engineer **PRIOR** to the installation of the precast units on the job site. When the Contractor decides to install precast units prior to the Engineer receiving the above information, those units installed shall be subject to being removed and/or replaced at the discretion of the Engineer based upon the Engineer's review of the information provided.

CONTROLLED LOW STRENGTH MATERIAL (CLSM):

Meet specifications of HAM-CIN Controlled low strength material (CLSM).

36. BEDDING AND BACKFILL

All bedding shall be in strict accordance with the pertinent specifications of C&MS for the type of conduit specified.

All trenches that are under the existing or proposed roadway pavement or within two (2) feet of the existing or proposed roadway pavement as measured from the edge of the traveled pavement, the edge of a paved berm or the back of curb, whichever is farthest from the centerline of the road, shall be backfilled in the following manner:

WATER WORKS, STORM SEWER AND METROPOLITAN SEWER DISTRICT FACILITIES

a) Granular material, meeting the pertinent specifications of C&MS, shall be used to backfill the trench from the bottom of the trench to a maximum distance of twelve (12) inches above the top of the facility.

   The granular material **MUST** be properly compacted and tested to ensure minimal settlement of the trench.

b) The trench shall then be backfilled to subgrade elevation with Controlled Low Strength Material - Controlled Density Fill (CLSM-CDF). The Contractor's attention is directed to the latest specifications and/or requirements for CLSM-CDF contained in the specification for HAMCIN: CLSM-CDF in the "Rules and Regulations of the Office of the Engineer Governing Driveway Regulations and Pavement and/or Right-of-way Opening Provisions for the Unincorporated Area of Hamilton County". The above referenced requirements shall be followed **EXCEPT** as directed by the Engineer or as listed below:

   1) In section 3.2, a polyethylene encasement of the conduit shall **NOT** be used **UNLESS** directed by the Engineer or the utility company.

   2) In section 6.0, the width of the trench may **NOT** necessarily be reduced. The Contractor shall provide a trench width necessary to allow the proper

compaction of the granular material placed around the pertinent facility.

3) In section 7.4, the testing shall be done in accordance with the requirements of the "Testing of Construction Materials" note **AND** the Contractor will **NOT** be responsible for the curing/protection of the cylinders, which shall be the responsibility of the designated testing firm.

4) In section 7.5, the designated testing firm shall perform the necessary tests.

5) In sections 8.0 **AND** 9.0, there will **NO** requirement to measure the quantity of material placed in the field and there will be **NO** additional compensation for the material.

c) In areas where the trench has been cut through existing pavement, the pavement shall be restored per the applicable pavement restoration section after the completion of the backfilling of the trench.

For this project, either **CLSM OR CLSM, FAST SET** may be used.

Payment for the backfilling of trenches with Controlled Low Strength Material (CLSM) and for the restoration of existing pavement shall **NOT** be a separate pay item and shall be **INCLUDED** in the price bid for the pertinent item.

37. SIGNS, MANHOLES, CATCH BASINS, OR INLETS REMOVED OR ABANDONED

All castings and signs shall be carefully removed. All salvageable components, as determined by the Engineer, shall be stored on the project site for pick-up by Hamilton County maintenance crews.

Payment for all the above, except sign removal, shall be included in the unit price bid for the pertinent item. No payment will be made for sign removal; this cost should be included in other items.

38. REMOVAL OF EXISTING PIPE AND HEADWALLS

Where proposed conduit and/or catch basin construction requires the removal of existing pipe and/or headwalls, the removal shall be included in the respective unit prices bid for proposed 603 and 604 Items.

Where existing conduit, headwalls and/or other facilities are to be removed and no proposed drainage facilities are to be constructed, the cost of the necessary removals shall be included in either the removal item, if specified, or in the pertinent excavation item.

The removal of all existing pipe drains that would normally be removed in various excavation items shall be included for payment in the unit prices bid for the respective excavation item, unless otherwise itemized in these plans.

39. REMOVAL OF TREES AND STUMPS

Only the trees and stumps within the construction limits marked for removal shall be removed. The removal of additional trees inside or outside the construction limits, but within the right-of-way, shall be at the discretion of the Engineer. Payment for the removal of trees and stumps, regardless of size, shall be included in the Lump Sum price bid for Item 201 – Clearing and Grubbing.

40. WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL

The Contractor shall take extreme care to prevent unnecessary erosion, water pollution and siltation. Temporary seeding and mulching, straw bales, silt fence, slope drains, etc., shall be used as necessary or as directed by the Engineer. Unless specified, the cost of these items shall be included in other project items.

The Contractor shall meet all pertinent requirements of the Ohio Environmental Protection Agency relating to air and water pollution and the handling of solid materials.

41. DUST CONTROL

The Contractor will be required, when directed by the Engineer, to perform dust control operations to minimize or prevent dust nuisance originating within the project limits that result from the Contractor's operations. Dust control will not be a separate pay item, but is to be incorporated in the prices bid for other project items.

42. MAINTENANCE OF SEWER FLOWS

The Contractor shall conduct his operations so as to continually maintain sewer flows through the existing facilities that are to remain in place.

In cases where the plans indicate that existing facilities are to be replaced and/or removed, the Contractor shall maintain sewer flows through the existing facilities until the new facilities are completed and ready to be placed in use.

43. MANHOLES, CATCH BASINS AND INLETS

All castings for manholes, catch basins and inlets shall conform to those specified in the Standard Construction Drawings or as specified by the Engineer. All castings that might be subject to vehicular traffic shall be of a heavy-duty grade. Grated inlet tops shall be placed as specified on the plans.

Top of casting elevations are subject to final adjustments as approved by the Engineer.

The top plate on all curb catch basins, e.g. CB-3, CB-3A, CB-3M or CB-3MH catch basins, **MUST** contain the "fish logo". Unless otherwise approved by the Engineer, the top plate **MUST** also contain wording, in raised letters, to the effect of "Dump No Waste" and "Drains to Waterways".

All castings used shall be subject to the final approval of the Engineer.

44. SAW CUTTING EXISTING PAVEMENT

The edge of all existing pavement to be removed shall be saw cut, full-depth before removal to obtain a uniform edge. The cost of saw cutting shall be incidental to the item under which it is encountered.

45. SEALING EDGES

In addition to the pertinent requirements of the C&MS and ODOT Standard Drawing BP-3.1, the following requirements will apply to this contract.

The pavement edges at gutters, curbing and at the termini of butt joints shall be sealed with a four (4) inch wide bead of asphalt cement immediately following the completion of the surface course. The sealant shall be applied neatly and without more than one-half (1/2) inch of the sealant being visible on the vertical surface. The Contractor shall carefully and thoroughly remove any extra sealant applied to the vertical surface at no additional cost.

The pavement edge around catch basins, manholes, valve chambers, etc., shall **NOT** be sealed after completion of surface course.

Cost of the bituminous material and/or asphalt cement is to be included in the unit prices bid for the pertinent asphalt concrete items.

46. MEETING EXISTING PAVEMENT

Where the asphalt resurfacing begins or ends, the surface course will meet the existing pavement on a neat line. The term "neat line" means a straight line, and if necessary, the Contractor will use a chalk line to establish the line and will specifically instruct paving crews to provide a neat line.

Within three (3) working days prior to the placing of the proposed surface pavement course, the Contractor shall form a butt joint as per the requirements of ODOT Standard Drawing BP-3.1.

All termini on the roads being resurfaced shall have butt joints.

Unless otherwise directed, all cross streets shall be resurfaced back to the curb and/or radii returns.

Unless a separate pay item, i.e. Item Spl., Butt Joints, is provided for the forming of the butt joints, all costs involved in the forming of the butt joints shall be included in the unit prices bid for the pertinent asphalt items.

47. CONSTRUCTION OF ASPHALT COURSES

The Contractor shall note that when the construction of the asphalt course(s) will require two or more passes with the paver in order to totally pave the roadway, the width of the passes **MUST** be adjusted so that the longitudinal joint in the course under construction does **NOT** align with the longitudinal joint in the underlying course, i.e. the joint in the surface course will

not be constructed at the same location as the joint in the leveling course. The horizontal offset between joints in the adjacent courses shall be a **MINIMUM** of six (6) inches.

48. CONSTRUCTION OF THE SURFACE COURSE

The Contractor shall note that when the construction of the asphalt surface course will require two or more passes with the paver in order to totally pave the roadway, the width of the pass or passes will be adjusted so that no joint is placed at the centerline of the pavement or along a proposed lane line, i.e. a joint will not be constructed along the location where raised pavement markers (RPM) are to be installed under the contract or by others.

The Contractor shall note that when the construction of the concrete pavement will require two or more pours, the width of the pours will be adjusted so that no joint is placed at the centerline of the pavement or along a proposed lane line, i.e. a joint will not be constructed along the location where raised pavement markers (RPM) are to be installed under the contract or by others.

49. CONSTRUCTION OF ASPHALT COURSES

The Contractor shall schedule the paving operations so that the pavement repairs, both partial depth and full-depth, and the construction of the Asphalt Concrete leveling course(s) are constructed within a **MAXIMUM** of **five (5) days** of the removal of the asphalt wearing course(s) in order to minimize the time period that traffic is permitted on the exposed concrete base pavement or on the diminished asphalt pavement.

If the Contractor schedules his operations so that the above requirement is **NOT** met, the Engineer shall, after the removal of the wearing course, mark those areas of the base pavement to be repaired under Item Special, Full-depth pavement repair, as per plan (Concrete) or under Item Special, Full-depth pavement repair, as per plan (Asphalt).

The Contractor shall allow a **MINIMUM** of five (5) days between the completion of the leveling course and the placement of the "Petromat" and the construction of the Asphalt Concrete surface course.

The Contractor shall notify the Engineer a minimum of seven (7) working days prior to the construction of the leveling course. During this time period, the Engineer will mark those additional base pavement areas that must be repaired full-depth due to the maintenance of traffic on the base pavement. There will be **NO ADDITIONAL PAYMENT** for the repair of those areas of the base pavement that have been damaged by the maintenance of traffic on the base pavement.

The cost of additional applications of Item 407, Tack Coat, which may be required to meet this scheduling of construction, shall not be a separate pay item and shall be included in the unit price bid for the pertinent asphalt concrete item.

50. RECLAIMED MATERIALS

For this project, the use of reclaimed materials will be permitted in accordance with the pertinent requirements of the C&MS. A maximum of thirty (30) percent of reclaimed

material may be used in Item 301.

51. CONSTRUCTION LAYOUT

The costs of any construction layout necessary to the various items of work contained in this project **SHALL** be included in the unit price bid for (ITEM 623 Construction Layout Stakes).

52. PROTECTION OF RESTORED SOIL AREAS

In those areas to be restored by Seeding & Mulching or Sodding, the Contractor shall adhere to the watering requirements as specified in the pertinent sections of the C&MS.

In addition to these specifications, at the time the seeding or sodding is placed, the Contractor shall be responsible for the notification of the abutting property owner as to the required future maintenance of these areas, i.e. watering, after the completion of the Contractor's responsibility. The Engineer will furnish an informational form letter to the Contractor and the Contractor shall be responsible for the reproduction and delivery of the form to each of the affected properties. Failure on the part of the Contractor to deliver said forms may be determined by the Engineer to be sufficient cause to extend the period of time for which the Contractor is responsible for the proper watering of the area, at **NO** additional cost to the project.

Any costs involved in the distribution of the forms will not be a separate pay item and shall be included in the unit prices bid for the other pertinent items.

53. REMOVAL OF EXISTING CURB OR CURB & GUTTER

The Contractor shall note that, where the plans require the removal of existing curb or curb and gutter, the replacement of the curb or curb and gutter or the paving operations shall be scheduled so that a **MINIMUM** time period is allowed between the removal operation and the replacement operation. The Contractor **MUST** take any and all measures to provide adequate and sufficient drainage during the period of time that no curb or curb and gutter exists, including, but not limited to, the installation of pipes or the construction of temporary curbs. The Contractor **WILL** be solely responsible for and liable for any and all damage that is attributable to inadequate measures taken to provide for proper and adequate drainage.

The cost of providing the necessary drainage measures **WILL NOT** be a separate pay item and shall be included in the unit prices bid for the pertinent item

54. EARTHWORKS PERMIT

For **ANY CUT or FILL SITE(s)** located within Hamilton County, the Contractor **MUST** submit an application to the Hamilton County Soil & Water Conservation District (HCSWCD) for an Earthworks Permit. Pursuant with the applicable regulations, the Contractor must submit a completed application form and two (2) site plans for **EACH** proposed cut or fill site. The form and plans shall be submitted to Hamilton County Soil & Water Conservation District (HCSWCD), c/o Hamilton County Department of Planning and Development, Room 800 County Administration Building, 138 East Court Street, Cincinnati, OH 45202 (513-946-4550). **NO** fee will be required for the permit.

NO EXPORT or IMPORT MATERIAL, i.e. general fill material, is to be moved **UNTIL** the Earthworks Permit is approved, if pertinent, **AND** a letter of approval is obtained. Questions regarding the involvement of the HCSWCD in the project should be addressed to Mr. Robert Sheets (513-943-4756) or Mr. Dan Taphorn (513-772-7645).

55. CONDUIT ANCHORING

The Contractor shall note that any type of pipe, other than concrete pipe or metal pipe, that is installed beneath the roadway **MUST** be tied or anchored down in order to prevent the conduit from floating during the placement of the backfill.

Prior to the installation of the pipe, the Contractor **MUST** prepare the necessary details/notes to indicate the method to be utilized to anchor the conduit and the Contractor **MUST** submit this information to the Engineer for review and approval before commencing any installation of the conduit.

56. GRADING AT INLETS AND OUTFALLS OF PROPOSED CONDUITS

The cost of the necessary reconstruction and/or regrading of swales or disturbed areas at the inlets and outlets of all proposed conduits shall be included in the price bid for the pertinent conduit and/or inlet/outlet items.

57. SIDEWALK AND/OR DRIVE APRON FINISH

Finish shall be a broom finish. All joints and outside edges shall be tooled with an edger or joint tool after brooming the final finish. Final finish, joints and edges shall be subject to the approval of the Engineer.

58. TEMPORARY FENCING

The Contractor shall furnish, erect and maintain temporary barricades, lighting and fencing around open trenches when work has stopped for the day. It shall be the Contractor's responsibility to implement and ensure adequate safety measures throughout the term of this project to assure the safety of the public as specified in the specifications for Maintaining Traffic and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways". Cost of any associated material and labor shall be included in Item 614.

59. INSPECTION OF IMPROVEMENTS

The Contractor shall note that, even though Sycamore Township is the lead agency on this project, several improvements to be constructed will be inspected by representatives from other agencies, i.e. inspectors from the Greater Cincinnati Water Works will inspect the construction of the water main . The Contractor shall be responsible for the notification of and coordination with the proper agency in order to insure that **ALL** improvements are inspected by the proper agency.

60. REVIEW OF DRAINAGE FACILITIES

Before any work is started on the project and again before final acceptance, the

Contractor with the Engineer shall inspect the existing sewers within the work limits that are to remain in service and that may be affected by the work. The condition of the existing conduits and their appurtenances shall be determined from field observations. The Engineer will keep records of the inspections in writing.

All new conduits, inlets, catch basins, and manholes that are constructed as part of the project shall be free of all foreign matter and in a clean condition before the County will accept the project.

All existing sewers will be maintained and left in a condition reasonably comparable to that determined by the original inspection. Any change in the condition of the existing sewers resulting from the Contractor's operations shall be corrected to the satisfaction of the Engineer by the Contractor at the Contractor's expense.

61. SEALING DRIVEWAY EDGE

The pavement edge at the touch-down line on all asphalt driveways adjusted and/or reconstructed under this project shall be sealed with a four (4) inch wide bead of asphalt cement immediately following the completion of the surface course.

Cost of the asphalt cement is to be included in the unit price bid per cubic yard for the pertinent Asphalt Concrete surface course material.

62. RESTORATION OF CONDUIT TRENCH

The Contractor shall note that the costs involved in the restoration of areas disturbed by the installation/construction of proposed storm sewer conduit and/or storm sewer manholes **WILL NOT** be a separate pay item and shall be incidental to the pertinent item.

In pavement areas that are to be resurfaced, the trench restoration shall be in accordance with the pavement repair detail for either asphalt or concrete pavement, as applicable to match the existing pavement section. The trench restoration shall be constructed so as to allow for construction of the leveling and/or surface course(s).

In pavement areas that are not to be resurfaced, the trench restoration shall consist of two (2) inches of Item 441, Asphalt Concrete or Item 448, Asphalt Concrete and the restoration of the base pavement in accordance with the pavement repair detail for either asphalt or concrete pavement, as applicable, or if no typical section, match the existing pavement section composition and depth, as directed.

In soil areas, the trench restoration shall consist of a minimum of three (3) inches of topsoil and either Item 659, Seeding and Mulching or Item 660, Sodding, based upon the method of restoration of other soil areas as indicated in the plans.

63. STORAGE OF EQUIPMENT/MATERIALS

The Contractor shall note that **NO** overnight storage of equipment and/or materials is to be permitted within the temporary construction easement areas, unless the Contractor obtains prior approval of the property owner in writing.

The Contractor shall be permitted to store equipment and/or materials in the right-of-way, subject to the approval of the Engineer. The Engineer's approval will be, in part, based upon the length of storage, the usage of the abutting property and the safety of the public.

64. CONCRETE DRIVEWAY JOINTS

Transverse contraction joints, i.e. tooled joints, shall be spaced not to exceed ten (10) feet center to center. For driveways constructed wider than twelve (12) feet, a longitudinal contraction joint, i.e. tooled joint, shall be placed on the centerline of the driveway in addition to the transverse contraction joints noted above.

Expansion joints formed with one-half (1/2) inch preformed expansion joint material, meeting the requirements of Item 705.03, shall be placed at the following locations:

Wherever new concrete meets old concrete;

At the back of existing or proposed curb;

At the front and back of any concrete walk;

At the transverse walk joint on the line of each edge of the driveway produced;

At a transverse spacing not to exceed thirty (30) feet between expansion joints on the driveway.

Placement of expansion joint material shall be along neat line.

65. BEST CONSTRUCTION PRACTICES

Best construction practices are to be implemented to minimize water quality impacts. A spill containment kit is to be maintained on-site throughout construction activities. Spills of fuels, oils, chemicals, or other materials shall be cleaned up immediately. If the spill is a reportable amount, the local fire department is be contacted.

When dewatering operations are necessary, best management practices to minimize turbidity and siltation in adjacent and nearby streams, shall be utilized. Appropriate measures include, but are not limited to, not placing pump outlet hoses in streams, dewatering onto vegetated areas when practicable, suspending intakes and placing intakes on non-erodible surfaces to minimize silt intake.

66. ACCEPTANCE OF WATER MAIN

The Contractor is hereby notified that final payment for the water main work **WILL NOT** be made until the water main has been completely inspected, tested and accepted by the Greater Cincinnati Water Works (GCWW). This will include the submission of "As Built" drawings by the Contractor in accordance with the pertinent item of work, and acceptance of said drawings by GCWW.

67. AWARDING OF CONTRACT

The Engineer reserves the right to delete a portion of or the total of any sub-project for **ANY REASON,** e.g. the cost of said sub-project exceeds the budgetary restraints of the pertinent agency. The deletion of a portion of or the total of any sub-project **WILL NOT** affect the unit prices bid for items of work involved in the remaining overall project.

The final awarding of the Contract will be based upon the unit prices bid for the items of work to be completed in the remaining, overall project.

ITEM 201 - CLEARING AND GRUBBING

This item shall consist of all provisions of C&MS Item 201 and shall also include all specified or required tree and brush removal as shown on the plans, unless a pay item is noted in the bid tab.

Payment for the work will at the lump sum price bid for Item 201, Clearing and Grubbing.

ITEM 604 - MANHOLES/CATCH BASINS ADJUSTED/RECONSTRUCTED TO GRADE

The work to be done under these items is detailed as follows:

1. Where Sanitary or Combination sewer manholes are to be adjusted to final pavement grade using shim rings, the shim rings shall be provided by the Metropolitan Sewer District (MSD) and installed by the Contractor. This item shall include labor cost only and is to be in conformance with City of Cincinnati Drawing Acc. No. 49058. The labor cost shall include the costs of picking up said rings at the MSD storage yard, hauling said rings to the site, and installing said rings at the required location. Payment for this work will be made at the unit price bid for Item 604, Sanitary Manhole Adj. to Grade (Shim Ring by MSD).

2. Where Storm manholes are to be adjusted to final pavement using shim rings, shim rings of the proper dimensions shall be provided by and installed by the Contractor in conformance with City of Cincinnati Drawing Acc. No. 49058. The shim rings to be used in these adjustments shall be obtained from Neenah Foundry Company (513-621-6735), Andrews Metal Products (216-744-3900) or shall be an Approved Equal. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Ring).

3. Where Sanitary or Storm Sewer manholes are to be adjusted more than three (3) inches above the elevation of the original casting, the Contractor shall carefully remove the existing ring(s) and casting and adjust the manhole to final pavement grade by using brick and mortar, in conformance with City of Cincinnati Drawing Acc. No. 49058. For Sanitary or Combination sewers, the Contractor shall obtain all necessary new castings from MSD and the Contractor shall deliver all existing shim rings from these manholes to MSD. For Storm Sewers, the Contractor shall provide new castings as necessary and shall store the existing shim rings on the project site for pickup by Hamilton County Maintenance crews. Payment for this work will be made

at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Brick & Mortar) or Item 604, Sanitary Manhole Adj. to Grade (Brick & Mortar).

4. Where Catch Basins or Inlets, either single or double, are to be adjusted to final pavement grade using shim rings, shim rings of the proper dimensions shall be provided by and installed by the Contractor. The shim rings to be used in these adjustments shall be obtained from Neenah Foundry Company (513-621-6735), Andrews Metal Products (216-744-3900) or shall be an Approved Equal. Payment for this work will be made at the unit price bid per each for Item 604, Catch Basin Adj. to Grade (ring).

5. Where Catch Basins or Inlets are to be adjusted more than three (3) inches above the elevation of the original frame, the Contractor shall carefully remove the existing rings and frame and adjust the catch basin/inlet to grade by using brick and mortar. Existing rings previously used to adjust the catch basins shall be stored on the project site for pickup by Hamilton County Maintenance crews. Payment for this work will be made at the unit price bid per each for Item 604, Catch Basin Adj. to Grade (Brick & Mortar).

   As directed in the field by the Engineer, the Contractor shall, after adjusting the catch basin to grade, tuck point with concrete the area between the curb casting and the basin back wall. There **WILL NOT** be a separate pay item for this work and cost of said work shall be included in the above items.

ITEM 407 - TACK COAT

This item shall consist of applying **Non-Track Tack Coat** at a rate of 0.10 gal./sq.yd. or as specified in the pertinent sections of the C&MS.

In accordance with the pertinent sections of the C&MS, any areas exposed to traffic after application of the bituminous material shall, at the discretion of the Engineer, have sufficient dry cover aggregate applied to prevent pickup or tracking [three (3) to five (5) pounds per square yard].

The Contractor shall use a spray bar to evenly distribute the tack coat on the pavement in such a manner so as to cover the pavement uniformly. Over spray on curbs, adjoining pavements and other roadside facilities shall not be tolerated and the Contractor shall be responsible for cleanup of any areas or facilities receiving overspray.

No separate payment shall be made for this item, the cost of which shall be included in the unit price bid per cubic yard for the pertinent asphalt concrete item(s).

ITEM 452 - NON-REINFORCED CONCRETE PAVEMENT (DRIVES):

The Contractor shall construct the new driveway to the designated depth and to the size, shape and at the location as indicated on the plans, unless otherwise directed by the Engineer. This item also includes the shaping and preparing of the subgrade, as necessary, and the furnishing, placing, finishing and curing of the concrete.

Payment for the work will be made at the unit price bid per square yard for Item 452, Non-

reinforced Concrete Pavement (Drives).

ITEM 604 - MANHOLES RECONSTRUCTED TO GRADE

1) Where Sanitary manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manholes shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058. New castings, if needed, will be provided by MSD from the storage yard at 225 West Galbraith Road. Payment for this work will be made at the unit price bid per each for Item 604, Sanitary Manhole Reconstructed to Grade.

2) Where storm manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manhole shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058. The Contractor will provide new castings, if needed. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Reconstructed to Grade.

ITEM 604 - WATER VALVE CHAMBER ADJUSTED TO GRADE

The Engineer and/or the Greater Cincinnati Water Works (GCWW) will determine the method of adjusting water valve chambers to grade. Normally the adjustment will be made by means of an adjusting ring.

Rings for adjusting water valve chambers to grade will be **FURNISHED BY THE CONTRACTOR.**

In event of the following, the Contractor shall adjust the castings to the proposed finished grade, using brick masonry.

1. The chamber casting has previously been adjusted with an adjustment ring.

2. The chamber is located within an area of pavement to be removed and replaced.

3. The rings are not available or the rings on hand are not of proper size.

The Contractor shall notify the GCWW two (2) days prior to the start of the construction.

Replacement of castings broken and/or needing replacement due to no fault of the Contractor will be furnished by GCWW and shall be obtained by the Contractor at GCWW. Salvaged existing castings shall be delivered to GCWW. The cost of hauling castings shall be included in the unit bid for this item.

Payment for water valve chamber adjustments will be made at the unit price bid for either Item 604, Water Valve Chamber Adjusted to Grade with Brick & Masonry or Item 604, Water Valve Chamber Adjusted to Grade with Ring.

ITEM 623 - CONSTRUCTION LAYOUT STAKES

This item shall be performed in accordance with the pertinent sections of the C&MS except references therein to the State shall, instead, be understood to read the Engineer. Bidders are reminded of the provision of the pertinent sections of the C&MS requiring that the layout work be done under the supervision of a Registered Engineer or Registered Surveyor.

ITEM 659 - SEEDING AND MULCHING: and/or
ITEM 660 - SODDING:

Within the construction limits as shown on the plans or as modified by the Engineer, the Contractor shall restore all disturbed earth areas with topsoil, seeding and mulching or sodding in accordance with the pertinent sections of the C&MS. The type and limits of the restoration will be as designated on the plans or as directed by the Engineer.

The earth area shall be excavated to a depth to allow a layer of topsoil, which will be at least three (3) inches in depth when compacted, to be spread so that the surface of the seeded or sodded area after facing will conform to the grade indicated in the plans or as directed by the Engineer.

Commercial fertilizer (12-12-12) applied at the rate of twenty (20) pounds per one thousand (1,000) square feet shall be incorporated into the areas to be seeded or sodded as per the pertinent sections of the C&MS.

Unless a separate pay item for topsoil is included, the costs of preparing the earth area for the topsoil, furnishing and placing the topsoil and furnishing and placing the commercial fertilizer shall be included in the unit price bid for the pertinent item(s).

The seed mixture and the rate of sowing shall be stipulated in the pertinent sections of the C&MS.

Should the specification requirements for watering be inadequate due to dry weather and soil conditions at the time the seed and sod are placed and up to the time the project is accepted by the County, the Engineer may require additional watering over and above the Specification requirements. When so directed, additional water applications shall be repeated as often and in the quantities deemed necessary by the Engineer. Watering over and above specification requirements shall be paid for separately at the unit price bid per thousand gallons (M. Gal.) applied as specified in the change order that the Engineer will issue in regards to the watering requirement for this project.

Any disturbed areas outside of the construction limits shall be restored at the Contractor's expense.

Payment for the work will be made at the unit price bid per square yard for Item 659, Seeding and Mulching or Item 660, Sodding.

ITEM SPL - BUTT JOINT

For this project, the cost of all labor, materials and equipment required to form the butt joints at the necessary locations shall be included in the unit price bid for this item. See "Meeting Existing Pavement".

The linear length measurement for this item shall be made along the line where the new pavement course meets the existing pavement surface, i.e. along the outer terminus of the butt joint.

Payment for the above work SHALL be included with the unit price bid per Item 441 Asphalt Concrete Surface Course.

ITEM 832 - EROSION CONTROL

This item of work concerns the control of erosion and the control of sediment and non-sediment materials on and from the project area.

The Contractor shall note that the Township has obtained a National Pollution Discharge Elimination System (NPDES) Construction Permit from the Ohio EPA (OEPA) for this project. Erosion and sediment control and Non-sediment pollution Best Management Practices (BMPs) are required to be installed and maintained throughout the duration of the project.

Per the requirements outlined in the current OEPA's NPDES Construction Permit (Permit # OHC000004) Part III, Subsection E, the Contractor is bound by the terms and conditions of said permit. The Contractor is required to review and understand the requirements of the current OEPA's NPDES Construction Permit. The Contractor shall take all measures necessary to limit erosion during the construction of the improvements and after the completion of construction.

All erosion and sediment and non-sediment control BMPs shall comply with the standards and specifications set forth in the most current edition of the Ohio Department of Natural Resources "Rain Water and Land Development Manual".

The Contractor shall also use the following to determine the BMPs to be utilized on the project:

- the notes and details contained in the plans and/or specifications;
- the applicable Hamilton County standards;
- the latest ODOT's best management practices (BMPs) contained in either ODOT's "Standard Construction Drawings" or in Volume 2, Section 1100 of the Location and Design (L&D) manual;
- the latest ODOT Supplemental Specifications concerning temporary erosion control, e.g. SS 832 and SS 995;
- as directed by the Engineer in the field.

The Contractor **MUST** conduct all operations in strict accordance with the current OEPA's NPDES Construction Permit requirements. The Contractor **MUST** perform the work so as to protect the existing vegetation to the greatest extent possible and to be in strict compliance with the BMPs selected and placed on the site.

PRIOR to commencing any work on the project**,** the Contractor **MUST** obtain the Engineer's approval of the BMPs to be utilized on the project.

PRIOR to the initial disturbance of the land, the Contractor **MUST** install **ALL** necessary erosion, sediment and non-sediment BMPs measures and **MUST** implement perimeter control measures.

The Contractor shall properly maintain all BMPs during the duration of the project. During the period of construction, the Contractor **MUST** continuously inspect, maintain, repair and/or replace all erosion, sediment and non-sediment control measures. The Contractor shall inspect all BMPs on a weekly basis and after each rain event of one-half inch (1/2") or greater within a twenty- four hour duration. The inspections shall be documented and these reports shall be provided to the Engineer at the completion of the project. Maintenance of BMPs shall be documented in the inspection log.

As construction on the project proceeds, the Contractor shall implement additional BMPs or modify existing BMPs as necessary in order to meet the applicable requirements and the current site conditions on the project.

The Contractor shall control waste materials, garbage, debris, concrete washout, wastewater and other substances on the site in such a way that the actions of traffic, wind, storm water runoff or other forces **WILL NOT** transport these materials off the project site. There can be **NO** discharge of non-sediment pollutants in storm water runoff. The Contractor shall properly dispose of all waste materials and unused materials in strict accordance with all Federal, State and/or Local regulations.

The Contractor shall clear all roadways of accumulated sediment. The bulk clearing of the accumulated sediment by flushing with water **WILL NOT** be permitted. The Contractor shall return **ALL** cleared sediment to the jobsite or shall properly dispose of said material. There can be **NO** discharge of turbid waters from de-watering activities or from flushing activities. All sediment laden water has to pass through an approved BMP.

The Contractor shall protect all on-site catch basins and/or inlets from sedimentation through the installation of inlet protection per the standards and specifications in Chapter 6 of the current edition of the Ohio Department of Natural Resources "Rain Water and Land Development Manual".

The Contractor shall conduct and schedule all operations so as to be in compliance with the requirements for "Permanent Stabilization" and "Temporary Stabilization" contained in the latest edition of the OEPA's "General Permit Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System". The standards and specifications for the temporary and permanent stabilization are specified in Chapter 7 of the current edition of the Ohio Department of Natural Resources "Rain Water and Land Development Manual".

The Contractor shall remove all temporary erosion control measures, sediment and/or wastes prior to the acceptance of the project by the Engineer.

Payment for this work will be made at the lump sum price bid for Item 832, Erosion Control.

ADDITIONAL PROJECT NOTES/DETAILS:

The Contractor's attention is directed to additional project notes and details that are included in the project plans.

PROJECTS FUNDED BY THE OHIO PUBLIC WORKS COMMISSION:

The Contractor shall note that this project is funded in part by **SCIP/LTIP funds**, administrated by the Ohio Public Works Commission (OPWC). The Contractor shall note the "**Equal Employment Opportunity Requirements**" and the additional form(s) that are included in the bid package. OPWC **REQUIRES** the Contractor to complete these forms as part of the bid preparation.

See the OPWC forms and notes below.

OPWC ASSISTED CONSTRUCTION PROJECT

The attached materials are provided for use by local subdivisions in receipt of financial assistance from the Ohio Public Works Commission for the development or redevelopment of capital infrastructure improvements. The materials relate to the State of Ohio's equal employment opportunity requirements for contractors when they participate in State-assisted construction projects.

These materials must be inserted into the contracting subdivision's bidding documents for such State-assisted projects and must be regarded as an integral component of the bidder's response.

The bidder must, as a part of its bid response, elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants and complete the Bidder's Certification. Failure to complete the required sections may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Opportunity Bid Conditions.

In addition, the bidder must submit a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes prior to the execution of a contract.

Should there be any questions regarding the use or meaning of any portion of these materials, the best answers can be received from the Equal Opportunity Center at 77 South High Street, 24th Floor, Columbus, Ohio 43266-0408. Phone: (614) 466-8380.

OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 6/16)

1. **STEEL PRODUCTS MADE IN THE UNITED STATES**
   Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through http://codes.ohio.gov/orc/153.011.

2. **PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)**
   This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

   https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform

   The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

   Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

   The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

   The Contractor and all subcontractors shall submit to the Prevailing Wage Coordinator, certified payrolls on form WHPW-1512 or equivalent, in accordance with sections 4115.07 and 4115.071 (C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that

it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Revised Code §164.05 (A)(6), to the extent practicable, the Contractor and subcontractor shall use Ohio products, materials, services and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:
The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx for instructions for electronic filing.

>>> Does this bidder have a valid Certificate of Compliance? ____Yes ____No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ____Yes ____No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an affirmative action program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity (EEO) Coordinator prior to the bid opening, **OR** the prime contract bidder must have evidence within its bid adoption of the minority and female utilization work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening? ____Yes ____No

>>>If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race,

color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: http://das.ohio.gov/EOD/CCInputForm29.htm

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants? ___Yes ____No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____ ___/____/___
Signature of Authorized Officer Date

_____
Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

AKRON	
All Trades	10%

COLUMBUS	
All Trades	10%

DAYTON	
All Trades	11%

TOLEDO	
All Trades	9%

YOUNGSTOWN	
All Trades	9%

CINCINNATI	
Trade	
Asbestos Workers	9%
Boilermakers	9 %
Carpenters	10%
Elevator Constructors	11%
Floor Layers	10%
Glaziers	10%
Lathers	10%
Marble, Tile, Terrazzo	8%
Millwright	10%
Operating Engineers	11%
Painters	11%
Pipefitters	11%
Plasterers	10%
Plumbers	11%
Sheet Metal Workers	11%
Other Trades	11%

CLEVELAND	
Trade	
Asbestos Workers	17%
Boilermakers	10%
Carpenters	16%
Electricians	20%
Elevator Constructors	20%
Floor Layers	11%
Glaziers	17%
Ironworkers	13%
Operating Engineers	17%
Painters	17%
Pipefitters	17%
Plasterers	20%
Plumbers	17%
Roofers	17%
Other Trades	17%

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

(1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

(2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

(3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

(4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

(5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

(7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

(8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.

2. Formal internal and external dissemination of contractor's EEO policy.

3. Establishment of responsibilities for implementation of the contractor's affirmative action program.

4. Identification of problem areas (deficiencies) by organizational units and job classification.

5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.

6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.

7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.

8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20)

9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.

10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.

11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.

2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.

3. The percentage of minority work force as compared with the total work force in the immediate labor area.

4. The general availability of minorities having requisite skills in the immediate labor area.

5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.

6. The availability of promotable minority employees within the contractor's organization.

7. The anticipated expansion, contraction, and turnover of an in the work force.

8. The existence of training institutions capable of training minorities in the requisite skills.

9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

"APPENDIX C" OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR
PREVAILING WAGES

STATE OF OHIO_____)
) SS:
COUNTY OF _____)

I,_____, _____
(Name of person signing Affidavit) (Title)

OF THE _____, DO HEREBY
(Name of Contractor of Subcontractor)

CERTIFY THAT THE WAGES TO BE PAID TO ALL EMPLOYEES FOR THE FULL NUMBER OF HOURS WORKED IN CONNECTION WITH THE CONTRACT FOR

_____

_____
(Description of Project)

DURING THE FOLLOWING PERIOD FROM _____ TO _____ IS IN ACCORDANCE WITH THE GENERAL PREVAILING WAGE SCALE AS PRESCRIBED BY THE CONTRACT DOCUMENTS.

I FURTHER CERTIFY THAT NO REBATES OR DEDUCTIONS FROM ANY WAGES DUE ANY PERSON HAVE BEEN DIRECTLY OR INDIRECTLY MADE OTHER THAN THOSE PROVIDED BY LAW.

_____
(Signature of Officer or Agent)

SWORN TO AND UNSUBSCRIBED IN MY PRESENCE THIS ___ DAY OF _____, 20___.

_____
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before Sycamore Township, Ohio will release the surety and/or make final payment due under the terms of the Contract.

Prevailing Wage Determination Cover Letter

County:

Determination Date: 02/15/2023

Expiration Date: 05/15/2023

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: “Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded.” The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: “Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract...”

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the “Prevailing Wages” as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

“There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract.” Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is

established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: “On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.”

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

wh1500

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll # : Indicates first, second, third, etc. payroll filed by the company for the project. Page indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.

- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.

- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

- 4. Project Total Hours : Total the hours entered for pay period.

- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.

    - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.

- Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
- Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $250,000 for new construction or $75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $91,150

for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or $27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.
a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation
Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations
If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities
A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour

Administration, for the classification of work being performed.
1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
2. Payroll ledger\journals and canceled checks\check register.
3. Fringe benefit records must include program, address, account number, & canceled checks.
4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each. 1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.
    a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
2. Employees' work classification.
a. Be specific about the laborers and/or operators (Group)
b. For all apprentices, show level/year and percent of journeyman's rate

3. Hours worked on the project for each employee.
    a. The number of hours worked in each day and the total number of hours worked each week.
4. Hourly rate for each employee.
    a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all

projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.
7. Total deductions from employee's wages.
8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Important Notice
Prevailing Wage Threshold Levels

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for Building Construction: $250,000

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for Building Construction: $75,000

As of January 1, 2020:
"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to: $93,292
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to: $27,950

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:
Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

BID TABULATION SHEET

Please print and complete this form. Keep it with your records until the contract has been awarded. Once the contract has been officially awarded, check mark which company was awarded the contract for the project and send or fax a copy to the Wage and Hour Division at 614-728-8639.

Contracting Public Authority:		
Project Name:		
Project No.	Bid Date:	Estimate:

Contract Description: ☐ General ☐ HVAC ☐ Electrical ☐ Plumbing ☐ Asbestos ☐ Other _____

Awarded To(check)	List of the Bidding Contractors	Total Bid Amount

Submitted By	
Print Name:	Title:
Telephone No.:	FAX:
Signature:	Date:

Back to wage rate search Back to Home

Classification = All, County = HAMILTON, Union = All

County	Classification	Effective	Posted	Union
HAMILTON	Asbestos Worker	8/23/2018	8/23/2018	Asbestos Local 207 OH
HAMILTON	Asbestos Worker	3/30/2022	3/30/2022	Asbestos Local 8 Heat & Frost Insulators
HAMILTON	Boilermaker	10/1/2013	9/25/2013	Boilermaker Local 105
HAMILTON	Bricklayer	6/1/2022	6/1/2022	Bricklayer Local 18
HAMILTON	Bricklayer	9/1/2022	8/12/2022	Bricklayer Local 18 Tile Finisher
HAMILTON	Bricklayer	9/1/2022	8/12/2022	Bricklayer Local 18 Tile Mechanic
HAMILTON	Carpenter	9/14/2022	9/14/2022	Carpenter Floorlayer SW District G
HAMILTON	Carpenter	9/14/2022	9/14/2022	Carpenter Millwright Local 1090 SW Zone I
HAMILTON	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
HAMILTON	Carpenter	6/29/2022	6/29/2022	Carpenter & Pile Driver SW Zone 2
HAMILTON	Carpenter	5/11/2022	5/11/2022	Carpenter & Pile Driver SW District HevHwy
HAMILTON	Bricklayer	6/8/2022	6/8/2022	Cement Mason Bricklayer Local 97 HevHwy A
HAMILTON	Bricklayer	6/8/2022	6/8/2022	Cement Mason Bricklayer Local 97 HevHwy B
HAMILTON	Cement	6/1/2022	6/1/2022	Cement Mason Local 132 (Cincinnati)
HAMILTON	Cement Mason	5/5/2022	5/5/2022	Cement Mason Statewide HevHwy
HAMILTON	Electrical	6/6/2022	6/1/2022	Electrical Local 212 Inside
HAMILTON	Electrical	1/1/2019	12/28/2018	Electrical Local 212 Inside Lt Commercial South West
HAMILTON	Voice Data Video	12/14/2022	12/14/2022	Electrical Local 212 Voice Data Video
HAMILTON	Lineman	1/3/2023	12/28/2022	Electrical Local 71 High Tension Pipe Type Cable
HAMILTON	Lineman	8/4/2022	8/4/2022	Electrical Local 71 Outside Cincinnati
HAMILTON	Lineman	1/3/2023	12/28/2022	Electrical Local 71 Outside Utility Power
HAMILTON	Voice Data Video	10/18/2017	10/18/2017	Electrical Local 71 Voice Data Video Outside
HAMILTON	Elevator	1/5/2021	1/5/2021	Elevator Local 11
HAMILTON	Glazier	11/1/2020	10/28/2020	Glazier Local 387
HAMILTON	Ironworker	6/2/2022	6/2/2022	Ironworker Local 44
HAMILTON	Laborer Group 1	6/1/2022	6/1/2022	Labor HevHwy 3
HAMILTON	Laborer	6/15/2022	6/15/2022	Labor Local 265 Building
HAMILTON	Laborer	6/1/2022	6/1/2022	Labor Local 265A Mason Tender
HAMILTON	Operating Engineer	5/25/2022	5/25/2022	Operating Engineers - Building Local 18 - Zone III
HAMILTON	Operating Engineer	5/25/2022	5/25/2022	Operating Engineers - HevHwy Zone II
HAMILTON	Painter	5/1/2021	4/21/2021	Painter Local 123 & 238 Hvy Hwy
HAMILTON	Painter	6/10/2015	6/10/2015	Painter Local 639
HAMILTON	Painter	8/3/2016	8/3/2016	Painter Local 639 Zone 2 Sign
HAMILTON	Painter	5/1/2021	4/21/2021	Painter Locals 123 & 238 Commercial & Industrial
HAMILTON	Drywall Finisher	5/1/2021	4/21/2021	Painter Locals 123 & 238
HAMILTON	Plasterer	7/14/2021	7/14/2021	Plasterer Local 132 (Cincinnati)
HAMILTON	Plasterer	7/1/2022	6/14/2022	Plasterer Local 132 (Cincinnati)
HAMILTON	Plumber/Pipefitter	6/8/2022	6/8/2022	Plumber Pipefitter Local 392
HAMILTON	Roofer	12/7/2022	12/7/2022	Roofer Local 42
HAMILTON	Sheet Metal Worker	7/14/2021	7/14/2021	Sheet Metal Local 24 (Cincinnati)
HAMILTON	Sprinkler Fitter	4/6/2022	4/6/2022	Sprinkler Fitter Local 669
HAMILTON	Truck Driver	5/21/2021	5/21/2021	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

HAMILTON	Truck Driver	6/8/2022	6/8/2022	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Back to home