

**Title Sheet**

**Village of Cardington**

**CONTRACT DOCUMENTS**

**FOR**

**1930 Waterline Replacement Re-Bid**

DESIGNATED PARTIES:

**“CONTRACTOR”** \_\_\_\_\_

**“OWNER”** **Village of Cardington**

Mayor Susan A. Peyton

215 Park Street, Cardington, OH 43315

(419) 864-7607 (419) 864-0536 (fax)

**Morrow County Board of Commissioners**

80 N. Walnut Street, Suite

Mt. Gilead, Ohio 43338

Phone (419) 947-4085

**“ENGINEER”** **OHM Advisors / David G. Krock, P.E.**

6650 W. Snowville Road, Brecksville, OH 44141

(330) 657-2145 (440) 546-1059 (fax)

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**APPENDIX A (FEDERAL DOCUMENTS)**

## **Bid Information**

The following pages provide information to the Bidder as to the Project Scope of Work, Project Schedule, Engineer's Estimate, and location / time of the bid opening.

**Legal Advertisement**

Sealed bids will be received by the Village of Cardington and Morrow County Board of Commissioners (“Owner”), at the office of the Morrow County Commissioners at 80 N. Walnut St. Suite A Mt. Gilead, Ohio 43338 on the 3rd day of August, 2015 until 10:00 am current local time for the:

**“1930 Waterline Replacement Re-Bid”**

and will be publicly opened and read immediately thereafter in the Commissioner’s Hearing Room. Each bid must contain the full names of the party or parties making the same, with an affidavit as to interested parties, and in the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio, and shall be accompanied by a Bid Guaranty Bond for the full amount (100%) of the Bid, in favor of the “Owner” or a certified check, cashier’s check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid, payable to the “Owner”.

It is agreed that the bid guaranty shall be for the benefit of the “Owner” pursuant to Section 153.54 of the Ohio Revised Code if the undersigned fails to execute the Contract in conformity with the Form of Contract incorporated in the contract documents and furnish Bond and insurance certificates within ten (10) days after the notification of the award of the Contract to the undersigned.

1930 Waterline Replacement is to be known as the “Project”, Federal Prevailing wages apply to this project for all bidding purpose and construction purposes, and is funded by the Village of Cardington, OPWC (Ohio Public Works Commission), and CDBG (Community Development Block Grant) fund. Copies of the Contract Documents are on file and may be obtained at the office of the “Owner” upon payment of Sixty-Five Dollars (\$65.00), none of which will be refunded. Checks shall be made payable to the Village of Cardington.

The “Owner” reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid which it deems most favorable.

The “Owner” is an Equal Opportunity Employer and does not discriminate.

Notice to Bidders is posted on the Morrow County Board of Commissioners’ website and can be accessed under Public Notices: [www.morrowcountyohio.gov](http://www.morrowcountyohio.gov) and the Village of Cardington website at [www.cardington.org](http://www.cardington.org).

Debra K. Fry, Fiscal Officer, Village of Cardington  
Morrow County Board of Commissioners

Publish Dates: Morrow County Sentinel

**July 15th, 2015**

**July 22nd, 2015**

**Scope of Work, Project Schedule, & Engineer's Estimate**

**SCOPE OF WORK:**

The Scope of Work for the 1930 Waterline Replacement Project consists of the following:

- Water main rehabilitation and Sidewalk Improvements on Center Street, East Second Street, Walnut Street and Lincoln Street. (Total Project Length of 5,395 L.F.)
  
- Work includes:
  - Install new 8" C909 PVC water main.
  - Install new 6" C909 PVC water main.
  - Install new 3/4" CTS 200 PSI Poly, service valve, and meter pit.
  - Install new 4' wide concrete walk.
  - Install ADA ramps with detectible warnings.
  - Pavement, Curb and Trench repair.
  - Site Restoration
  
- Follow the OMUTCD for maintenance of traffic, signage, safety, etc.

**PROJECT SCHEDULE:**

Contractor shall be aware of the following schedule, subject to the conditions listed below:

- |                    |  |
|--------------------|--|
| ✓ August 3, 2015   | Bid Opening Date   |
| ✓ August 17, 2015  | Engineer Recommendation for Award                                    |
| ✓ August 21, 2015  | Notice of Award to Contractor  |
| ✓ August 24, 2015  | Project Start Date   |
| ✓ February 1, 2016 | CDBG Portion Completion Date<br>(Center Street from Main to Nichols) |
| ✓ June 1, 2016     | Project Final Completion Date  |

Note: Liquidated Damages shall apply, per the specifications.

**ENGINEER'S ESTIMATE:**

- The Engineer's Official Estimate of Probable Cost for this Project will be revealed at the Bid Opening prior to opening bids.

**Instructions for Bidding**

**OWNER:** Village of Cardington and Morrow County  
Board of Commissioners

**PROJECT NAME:** 1930 Waterline Replacement Re-Bid

**BID OPENING DATE & TIME:** August 3, 2015 at 10:00 AM

**DELIVER SEALED BIDS TO:** Office of the Morrow County Commissioners  
80 N. Walnut Street, Suite A, Mt. Gilead, Ohio 43338

**REQUIRED SUBMITTALS:**

- Bidder shall submit all forms and attachments contained in the “Bid Forms” Section.
- Please read the section carefully, complete all forms, and provide all attachments.
- See Table of Contents for location of “Bid Forms” section.

**THE FOLLOWING ELECTRONIC INFORMATION MAY BE AVAILABLE, UPON REQUEST:**

- Plans (PDF)
- Bid Documents (PDF)
- Bid Forms (PDF, Word)
- Bid Pricing Forms (PDF, Excel)
- Make request for documents via email to: [sarah.incorvaia@ohm-advisors.com](mailto:sarah.incorvaia@ohm-advisors.com)
- Information will only be made available to Contractors on Plan Holders List

**DIRECT ALL QUESTIONS TO:**

- **OHM Advisors / Scott Hines**
- 6650 W. Snowville Road, Brecksville, OH 44141
- (740) 815-1498 (440) 546-1059 (fax)
- [Scott.hines@ohm-advisors.com](mailto:Scott.hines@ohm-advisors.com)

**FINAL NOTES TO BIDDERS:**

- Addendums may be issued, provided a minimum of 72 hours prior to the Bid Opening
  - Bidder must acknowledge receipt of Addendum(s) on Bid Form
- Clarifications may be issued, provided a minimum of 24 hours prior to the Bid Opening
  - Bidder must acknowledge receipt of Clarification(s) on Bid Form
- The Bid Opening may be delayed or re-scheduled at any time by the “Owner”

**Bid Forms (Submit this Section with Official Bid)**

The Bidder must submit the “Bid Forms” section with their Official Bid. Complete all forms and provide all requested information and attachments. See the following pages for details.

**Contractor Information**

**COMPANY NAME:** \_\_\_\_\_

- **IF "DBA":** \_\_\_\_\_

**FEDERAL EIN #:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY PHONE:** \_\_\_\_\_

**COMPANY FAX:** \_\_\_\_\_

**COMPANY WEBSITE:** \_\_\_\_\_ **(IF APPLICABLE)**

**PRIMARY POINT OF CONTACT REGARDING BID SUBMITTAL:**

- Providing this information will allow the Owner to contact you to discuss the details of your bid pricing, schedule, equipment, materials, and other items which may have an effect on the award of the project. A Pre-Award Conference will be scheduled by the Owner, if necessary.

**CONTACT NAME:** \_\_\_\_\_

**CONTACT CELL PHONE:** \_\_\_\_\_

**CONTACT EMAIL:** \_\_\_\_\_



**Bid Forms to Complete & Attachments**

**FORM OF NON-COLLUSION AFFIDAVIT**

STATE OF OHIO  
COUNTY OF \_\_\_\_\_ SS:

\_\_\_\_\_ being first duly sworn, deposes and says that he is

\_\_\_\_\_ (sole owner, a partner, president, sec., etc.)

ff \_\_\_\_\_, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not concluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put 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 affiant or any other bidder, or to fix any overhead, profit or cost element of said price of that of any other bidder, or to secure any advantage against the Village of Cardington and Morrow County Board of Commissioners 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 to any association or to any member or agent thereof.

\_\_\_\_\_  
(affiant)

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_ COUNTY, OHIO

My commission expires: \_\_\_\_\_,

**Bid Forms to Complete & Attachments (cont.)**

**CERTIFICATION OF PERSONAL PROPERTY TAX**

State of \_\_\_\_\_ S.S.

County of \_\_\_\_\_

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_ who, being duly sworn that he/she  
(Name)

Is the owner or an officer of \_\_\_\_\_,  
(Company)

and having been awarded a public contract let by competitive bid, and that by this statement, says that at this time neither he/she nor the corporation is charged with any delinquent personal property taxes on the general list of personal property of any county, or that the attached hereto is a list of all delinquent personal property taxes charged against him/her or the corporation.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature)

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_ COUNTY, OHIO

My commission expires: \_\_\_\_\_, \_\_\_\_\_

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by any successful prior to the execution of the contract of a political subdivision and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted to the County Treasurer within thirty (30) days.

**Bid Forms to Complete & Attachments (cont.)**

**AFFIDAVIT OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13** (political contributions)

STATE OF OHIO

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

\_\_\_\_\_ being duly sworn deposes and states as follows:  
(Name)

- 1. I am duly authorized to make the statements contained herein on behalf of  
\_\_\_\_\_  
("The Contracting Party")
- 2. The Contracting Party is a/an (select one):
  - .\_\_\_ Individual, partnership or other unincorporated business association (including Without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust.
  - .\_\_\_ Corporation organized and existing under the laws of the State of \_\_\_\_\_
  - .\_\_\_ Labor Organization
- 3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J)(3) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
- 4. I understand that a false representation on this certification constitutes a felony on the fifth degree pursuant to 3517.992(R)(3).

Affiant further sayeth naught

By: \_\_\_\_\_  
(Signature)

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

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_, \_\_\_\_\_

**Bid Forms to Complete & Attachments (cont.)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

(Name & Title of Authorized Representative)

---

(Signature of Authorized Representative)

\_\_\_\_\_  I am unable to certify to the above statement. My explanation is attached.

**Bid Forms to Complete & Attachments (cont.)**

**BIDDER'S SIGNATURE AND OWNERSHIP**

On acceptance of the proposal for said work \_\_\_\_\_  
(Name of Person who will sign below)  
do hereby bind \_\_\_\_\_  
(Company Name)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to enter into a written contract with the Village of Cardington and Morrow County Board of Commissioners within thirty (30) days from date of notice of award.

**IF AN INDIVIDUAL, SIGN BELOW:**

\_\_\_\_\_  
(Individual Name)  
\_\_\_\_\_  
(If Trade Name – please provide)  
By: \_\_\_\_\_  
(Signature and Title of Person Signing)  
\_\_\_\_\_  
(Post Office Address – both lines above)

**IF A PARTNERSHIP, SIGN BELOW:**

\_\_\_\_\_  
(Name of Partnership)  
By: \_\_\_\_\_  
(Signature and Title of Person Signing)  
\_\_\_\_\_  
(Partner Name)  
\_\_\_\_\_  
(Partner Name)  
\_\_\_\_\_  
(Post Office Address – both lines above)  
\_\_\_\_\_  
(Post Office Address)  
\_\_\_\_\_  
(Post Office Address)

**IF A JOINT BID, SIGN BELOW:**

\_\_\_\_\_  
(Company Name / Name)  
By: \_\_\_\_\_  
(Signature and Title of Person Signing)  
\_\_\_\_\_  
(Post Office Address – both lines above)  
\_\_\_\_\_  
(Company Name / Name)  
By: \_\_\_\_\_  
(Signature and Title of Person Signing)  
\_\_\_\_\_  
(Post Office Address – both lines above)

**IF A CORPORATION, SIGN BELOW:**

\_\_\_\_\_, incorporated under the laws of the  
(Company Name)  
State of \_\_\_\_\_ . By: \_\_\_\_\_  
(Signature and Title of Person Signing)

**Bid Forms to Complete & Attachments (cont.)**

**SUPPLEMENTAL BOND ACKNOWLEDGEMENT**

PROJECT: 1930 Waterline Replacement Re-Bid  
 OWNER: Village of Cardington and Morrow County Board of Commissioners

If the bidder submits a **Bid Guaranty and Contract Bond** (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and his surety hereby acknowledge that the attached bond shall cover and guarantee all work per the General Conditions for a period of two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

<b><u>BIDDER</u></b>	<b><u>SURETY</u></b>
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
	*Attach Power of Attorney

If the Bidder submits a **Certified or Cashier's check, Irrevocable Letter of Credit** and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Performance/Payment/Warranty Bond per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Bond shall cover and guarantee all work per the General Conditions for a period of two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

<b><u>BIDDER</u></b>	<b><u>SURETY</u></b>
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
	*Attach Power of Attorney

**Bid Forms to Complete & Attachments (cont.)**

**BIDDER'S INSURANCE AGENT'S AFFIDAVIT**

PROJECT: 1930 Waterline Replacement Re-Bid  
OWNER: Village of Cardington and Morrow County Board of Commissioners

I, \_\_\_\_\_  
(Name) (Title)

first being duly sworn do state the following:

- (a) that I am an Insurance Agent licensed to transact business in the State of Ohio;
- (b) that I have reviewed the insurance requirements in the bid documents (See ODOT Specifications Section 100-General Provisions (Revised)- specifically ODOT 107.12) and have noted therein the requirements on insurance including the cancellation and non-renewal provisions;
- (c) that I am familiar with the insurance that \_\_\_\_\_  
(Bidder's Company Name)  
has in force, and that its insurance meets the contract requirements or that it can be amended or endorsed to meet the contract requirements until the current policy expiration;
- (d) that if an award of contract is made to the Bidder an insurance certificate will be issued within three (3) business days, which fully complies with all contract requirements.

Further, Affiant sayeth naught.

\_\_\_\_\_  
(Agent's Signature)

\_\_\_\_\_  
(Agency Name)

\_\_\_\_\_  
(Agent's Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Agency Address – both lines above)

\_\_\_\_\_  
(Phone) (Fax)

Sworn to and subscribed in my presence this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**Bid Forms to Complete & Attachments (cont.)**

**PROPOSED SUBCONTRACTORS**

The Bidder is required to state in the spaces provided below, the Subcontractors he proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. (Subcontractor's Total = 49% max.)

**#1 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#2 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#3 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#4 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#5 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_

**#6 Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_ % of Subcontract: \_\_\_\_\_



**Bid Forms to Complete & Attachments (cont.)**

**EXPERIENCE RECORD**

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. Bidder must show similar project experience in public improvement projects, scope of work, equipment, materials, and value of contracts. Provide data for the last five (5) years only.

**#1 Project Name:** \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_ Bidder's Contract: \$ \_\_\_\_\_

% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#2 Project Name:** \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_ Bidder's Contract: \$ \_\_\_\_\_

% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#3 Project Name:** \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_ Bidder's Contract: \$ \_\_\_\_\_

% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#4 Project Name:** \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_ Bidder's Contract: \$ \_\_\_\_\_

% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**EXPERIENCE RECORD (cont.)**

**#5 Project Name:** \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Total Project Cost: \$ \_\_\_\_\_ Bidder's Contract: \$ \_\_\_\_\_  
% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#6 Project Name:** \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Total Project Cost: \$ \_\_\_\_\_ Bidder's Contract: \$ \_\_\_\_\_  
% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#7 Project Name:** \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Total Project Cost: \$ \_\_\_\_\_ Bidder's Contract: \$ \_\_\_\_\_  
% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

**#8 Project Name:** \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Total Project Cost: \$ \_\_\_\_\_ Bidder's Contract: \$ \_\_\_\_\_  
% Complete: \_\_\_\_\_ Construction Project Year(s): \_\_\_\_\_

NOTE: Bidder may attach additional information for consideration, at bidder's discretion.

**Bid Forms to Complete & Attachments (cont.)**

**OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 10/2/12)**

**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:

<http://198.234.41.198/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 Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> 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

**OR**

>>> If "No", with this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions.

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.**

**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.

<b>AKRON</b>		<b>CINCINNATI</b>		<b>CLEVELAND</b>	
All Trades	10%	<u>Trade</u>		<u>Trade</u>	
		Asbestos Workers	9%	Asbestos Workers	17%
		Boilermakers	9%	Boilermakers	10%
		Carpenters	10%	Carpenters	16%
		Elevator Constructors	11%	Electricians	20%
		Floor Layers	10%	Elevator Constructors	20%
		Glaziers	10%	Floor Layers	11%
		Lathers	10%	Glaziers	17%
		Marble, Tile, Terrazzo	8%	Ironworkers	13%
		Millwright	10%	Operating Engineers	17%
		Operating Engineers	11%	Painters	17%
		Painters	11%	Pipefitters	17%
		Pipefitters	11%	Plasterers	20%
		Plasterers	10%	Plumbers	17%
		Plumbers	11%	Roofers	17%
		Sheet Metal Workers	11%	Other Trades	17%
		Other Trades	11%		

  

<b>COLUMBUS</b>		<b>DAYTON</b>		<b>TOLEDO</b>		<b>YOUNGSTOWN</b>	
All Trades	10%	All Trades	11%	All Trades	9%	All Trades	9%

**"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

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.

	<p style="text-align: center;"><i>State of Ohio</i>  <b>Public Works Commission</b></p>	<p style="text-align: center;">Sign Specification</p>
<p>Author:          Mark Suttner          Jul 20, 2012</p>	<p>Name</p> <p style="text-align: center;">OPWC Site Sign Specification</p>	<p>File Name:          Sign-Specification</p>





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**Bid Forms to Complete & Attachments (cont.)**

**\*ATTACH BID GUARANTY HERE\***

**INSTRUCTIONS:**

Contractor shall **STAPLE** one of the following Allowable Forms of Bid Guaranty to the front of this page and submit with the bid.

1. BOND (BID/PERFORMANCE/PAYMENT" BOND, A.K.A., "ROLLOVER BOND") FOR 100% OF THE AMOUNT BID PER ORC SECTIONS 153.54 AND 153.571
2. CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID
3. SURETY BOND FOR 10% OF THE AMOUNT BID

**Proposal, Bid Summary, & Signature**

**PROJECT DESCRIPTION:**

**1930 WATERLINE REPLACEMENT RE-BID**

Village of Cardington and Morrow County Board of Commissioners  
STATE OF OHIO

**TOTAL BID AMOUNT:**

- Base Bid      \$ \_\_\_\_\_
- Alternate #1    \$ \_\_\_\_\_ (If Applicable)
- Alternate #2    \$ \_\_\_\_\_ (If Applicable)
- Alternate #3    \$ \_\_\_\_\_ (If Applicable)

**ADDENDUMS & CLARIFICATIONS:**

Bidder must sign to acknowledge the contents and receipt of each (if applicable):

Addendum #1: _____	Clarification #1: _____
Addendum #2: _____	Clarification #2: _____
Addendum #3: _____	Clarification #3: _____
Addendum #4: _____	Clarification #4: _____

- NOTE: Bidder is responsible to contact the Engineer to verify receipt of any and all Addendum and Clarification, prior to the Bid Opening.

**CONTRACTOR SCHEDULE: (MUST CONFORM TO SCHEDULE IN BID DOCUMENTS)**

- Earliest Start Date: \_\_\_\_\_
- Calendar Days to Complete: \_\_\_\_\_

**CERTIFICATION AND SIGNATURE:**

The undersigned, having full knowledge of the site, plans, and specifications for the following improvements and the conditions of the Contract Documents, including Addendums and Clarifications, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project. The unit prices specified below for each item as full compensation for the work in these Contract Documents and all penalties, fines or deductions for this project as stated herein.

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(Company Name)	(Signature)	(Date)
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**Bid Pricing Forms**

The Bidder must complete the Bid Pricing Forms on the following page(s). Proposed Pricing shall be determined in accordance with ODOT Section 103.01.

**OFFICIAL BID FORM**

REF. NO.	ODOT ITEM	ITEM DESCRIPTION	TOTAL QNTY	UNIT	LABOR UNIT PRICE	MAT'L UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
<b>ROADWAY</b>								
1	202	WATER MAIN ABANDONED IN PLACE	5400	LF	\$	\$	\$	\$
2	202	WATER PIPE REMOVED	240	LF	\$	\$	\$	\$
3	202	CURB REMOVED	125	LF	\$	\$	\$	\$
4	202	TREE REMOVAL, 12"-24"	29	EACH	\$	\$	\$	\$
5	202	TREE REMOVAL, 24"-36"	8	EACH	\$	\$	\$	\$
6	202	TREE REMOVAL, 36"-60"	1	EACH	\$	\$	\$	\$
7	SPECIAL	4' WIDE CONCRETE WALK	21200	SF	\$	\$	\$	\$
8	SPECIAL	ADA RAMP	24	EACH	\$	\$	\$	\$
9	SPECIAL	TRENCH REPAIR, AS PER PLAN	230	SY	\$	\$	\$	\$
10	SPECIAL	RESTORATION	7300	SY	\$	\$	\$	\$
11	SPECIAL	ASPHALT DRIVE REPAIR	26	SY	\$	\$	\$	\$
<b>EROSION CONTROL</b>								
12	SPECIAL	INLET FILTER	22	EACH	\$	\$	\$	\$
13	SPECIAL	FILTER FABRIC FENCE	200	LF	\$	\$	\$	\$
<b>WATER WORKS</b>								
21	638	6" WATER MAIN, AWWA C-909-97 CL 200 PVC W.M., JOINTS AND FITTINGS	2500	LF	\$	\$	\$	\$
22	638	8" WATER MAIN, AWWA C-909-97 CL 200 PVC W.M., JOINTS AND FITTINGS	3025	LF	\$	\$	\$	\$
23	638	6" WATER MAIN, DUCTILE IRON, ANSI CLASS 52, JOINTS AND FITTINGS	170	LF	\$	\$	\$	\$
24	638	3/4" CTS 200 PSI POLY	2400	LF	\$	\$	\$	\$
25	638	6" GATE VALVE AND VALVE BOX	22	EACH	\$	\$	\$	\$
26	638	8" GATE VALVE AND VALVE BOX	13	EACH	\$	\$	\$	\$
27	638	METER PIT	86	EACH	\$	\$	\$	\$
28	638	6" HYDRANT ASSEMBLY	17	EACH	\$	\$	\$	\$
29	638	FIRE HYDRANT REMOVE & DISPOSE	8	EACH	\$	\$	\$	\$
30	SPECIAL	ADDITIONAL DUCTILE IRON FITTINGS	1000	POUND	\$	\$	\$	\$
<b>MAINTENANCE OF TRAFFIC</b>								
31	614	MAINTAINING TRAFFIC	1	LUMP	\$	\$	\$	\$
32	614	LAW ENFORCEMENT OFFICER (WITH PATROL CAR)	60	HRS	\$	\$	\$	\$
<b>TRAFFIC CONTROL</b>								
41	646	WHITE STOP BAR, 18"	100	LF	\$	\$	\$	\$
42	646	WHITE CROSSWALK LINE	200	LF	\$	\$	\$	\$

REF. NO.	ODOT ITEM	ITEM DESCRIPTION	TOTAL QNTY	UNIT	LABOR UNIT PRICE	MAT'L UNIT PRICE	TOTAL UNIT PRICE	BID ITEM TOTAL
<b>CONTINGENCY ITEMS</b>								
51	204	EXCAVATION OF SOFT SUBGRADE (TRENCH)	300	CY	\$	\$	\$	\$
52	204	GRANULAR EMBANKMENT USING 304 (TRENCH)	300	CY	\$	\$	\$	\$
53	204	GEOTEXTILE FABRIC (TRENCH)	500	SY	\$	\$	\$	\$
<b>MISCELLANEOUS</b>								
61	201	CLEARING AND GRUBBING	1	LUMP	\$	\$	\$	\$
62	624	MOBILIZATION	1	LUMP	\$	\$	\$	\$
63	SPECIAL	POT HOLING	1	LUMP	\$	\$	\$	\$
64	SPECIAL	ADJUSTMENT TO UTILITIES	1	LUMP	\$	\$	\$	\$
65	SPECIAL	UTILITY REPAIRS	1	LUMP	\$	\$	\$	\$
66	SPECIAL	MISCELLANEOUS REMOVAL/RELOCATION	1	LUMP	\$	\$	\$	\$
67	SPECIAL	PROJECT VIDEO	1	LUMP	\$	\$	\$	\$
68	SPECIAL	PROJECT BONDING	1	LUMP	\$	\$	\$	\$
69	SPECIAL	OPWC & CDBG SIGN	1	LUMP	\$	\$	\$	\$
<b>ALLOWANCES (FOR USE AS DIRECTED BY THE ENGINEER)</b>								
71	623	CONSTRUCTION LAYOUT STAKES	5000	DLS	\$	\$	\$ 5,000.00	\$ 5,000.00
72	SPECIAL	AS-BUILT PLANS	20000	DLS	\$	\$	\$ 20,000.00	\$ 20,000.00
73	SPECIAL	CONTINGENCY ALLOWANCE	20000	DLS	\$	\$	\$ 20,000.00	\$ 20,000.00
<b>BASE BID TOTAL =</b>								

**Contract Forms (for completion by Successful Bidder only)**

The following pages shall be completed by the Successful Bidder, upon acceptance of the proposed bid by the Owner.

Please complete all forms and provide all requested information and attachments.

**Contract Forms to Complete & Attachments**

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Project: **1930 WATERLINE REPLACEMENT RE-BID**

You are hereby notified that your Bid, which was opened and read publicly on the Bid Opening Date, has been accepted for items in the amount of \$ \_\_\_\_\_.

In accordance with the Contract Documents, you are required to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of this Notice.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you (1) one fully signed copy of the contract documents.

**ACKNOWLEDGEMENT OF AWARD**

CONTRACTOR

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Contract Forms to Complete & Attachments (cont.)**

**AGREEMENT**

This Agreement entered into by and between the Village of Cardington and Morrow County Board of Commissioners, municipal corporations, located in Morrow County, Ohio, hereinafter referred to at times as "Owner" and \_\_\_\_\_ hereinafter referred to at all times as "Contractor".

**WITNESSETH**

WHEREAS, the Clerk of the Owner, duly authorized by Council of the Village of Cardington and Morrow County Board of Commissioners, Ohio, advertised for bids for the **1930 Waterline Replacement Re-Bid** in accordance with the plans and specifications for said work, prepared by David G. Krock, City Engineer, and on file in the office of the Clerk; and

WHEREAS, certain bids were received by the Clerk pursuant to the aforesaid authority of Village of Cardington and Morrow County Board of Commissioners, for the aforesaid purpose, and the Owner has determined that the bid by \_\_\_\_\_ was the lowest and best bid submitted therefore; and

WHEREAS, it is the mutual desire of the parties to consummate the improvement pursuant to the plans and specifications prepared by OHM Advisors / David G. Krock, P.E., and on file in the office of the Clerk, the advertisement for bids and/or the proposal, as well as the bid and/or proposal submitted by \_\_\_\_\_ for said improvement therefore.

In consideration of the premises, the covenants and promises of the parties hereto which are set forth herein, said parties have agreed and do hereby agree as follows:

1. The Contractor agrees to complete the **1930 Waterline Replacement Re-Bid** in the Village of Cardington, Morrow Count, Ohio in accordance with the plans and specifications prepared OHM Advisors / David G. Krock, P.E. and on file in the office of the Clerk, the advertisement for bids for said improvement as well as the bid and/or proposal of the Contractor submitted for the improvement.
2. The Owner agrees to pay to the Contractor for the said work in accordance with the terms and conditions specified in the bid or proposal of the Contractor submitted to the Owner.
3. It is further mutually agreed that the plans and specifications prepared OHM Advisors / David G. Krock, P.E., and on file in the office of the Clerk, the advertisement for bids, the bid and/or proposal of the Contractor submitted for the **1930 Waterline Replacement Re-Bid** in the Village of Cardington, Morrow County, Ohio, the instructions to bidders, the affidavit, performance bond, the Contractor's certificate of having Workman's Compensation insurance with the State of Ohio, the Contractor's proof of property

damage and liability insurance in a suitable amount are incorporated, and by reference hereto, made a part of this agreement as though fully rewritten herein.

- 4. It is further mutually agreed by and between the parties hereto that no escrow account for the **1930 Waterline Replacement Re-Bid** in the Village of Cardington, Morrow County, Ohio, will be established pursuant to Sections 153.13, 153.14, and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

IN WITNESS WHEREOF, the Village of Cardington and Morrow County Board of Commissioners, and

\_\_\_\_\_  
(Contractor)  
By \_\_\_\_\_ its \_\_\_\_\_

have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSETH: Village of Cardington  
\_\_\_\_\_  
By \_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
By \_\_\_\_\_  
(Clerk of Council)

WITNESSETH: Morrow County Board of Commissioners  
\_\_\_\_\_  
By \_\_\_\_\_  
(Commissioner)

\_\_\_\_\_  
By \_\_\_\_\_  
(Clerk)

WITNESSETH: THE CONTRACTOR  
\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_

FISCAL OFFICER’S CERTIFICATE

Date: \_\_\_\_\_

It is hereby certified that the amount (\$ \_\_\_\_\_) required to meet the contract, agreement, obligation, payment of expenditure, for the above has been lawfully appropriated or authorized or directed for such purpose, and is in the Village Treasury or in the process of collection to the credit of \_\_\_\_\_ Fund, free from any obligation or certificates now outstanding.

\_\_\_\_\_  
(Fiscal Officer)

The foregoing is approved as to legal form.

\_\_\_\_\_  
(Law Director/ Solicitor)

FISCAL OFFICER’S CERTIFICATE

Date: \_\_\_\_\_

It is hereby certified that the amount (\$ \_\_\_\_\_) required to meet the contract, agreement, obligation, payment of expenditure, for the above has been lawfully appropriated or authorized or directed for such purpose, and is in the County Treasury or in the process of collection to the credit of \_\_\_\_\_ Fund, free from any obligation or certificates now outstanding.

\_\_\_\_\_  
(Fiscal Officer)

The foregoing is approved as to legal form.

\_\_\_\_\_  
(County Prosecutor)

**Contract Forms to Complete & Attachments (cont.)**

**NOTICE TO PROCEED**

Project: 1930 Waterline Replacement Re-Bid

Owner: Village of Cardington and Morrow County Board of Commissioners

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract.

All work shall be completed by \_\_\_\_\_, 20\_\_\_\_\_.

OWNER: Village of Cardington

Morrow County Board of Commissioners

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**Contract Forms to Complete & Attachments (cont.)**

**PUBLIC IMPROVEMENT AGREEMENT**

This agreement is made as of \_\_\_\_\_, between the Village of Cardington, Ohio by and through the Mayor of the Village of Cardington, Ohio, and the Morrow County Board of Commissioners (Hereinafter the Public Authority) and \_\_\_\_\_. (Hereinafter the Contractor), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised Code; and  
WHEREAS, the total project cost of this project exceeds \$25,000.00 this project is hereby designated as a public improvement project and  
WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115, and  
WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie.

**It is hereby agreed:**

1. That the Public Authority shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
2. That the contract between the Public Authority and the General Contractor and the contract between the General Contractor and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department of the project.
3. That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.
4. That the Public Authority shall give notice to the General Contractor and the General Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein:
  - a. Set up and maintain files containing all contractors' and subcontractors' payroll reports.
  - b. Maintain a list of pay dates.
  - c. Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.
    - i. If the project is to exceed four months, all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
    - ii. If the project is to last less than four months, all reports are to be filed weekly after the initial report.

- d. Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are to be complied with.
- e. At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized.
- f. The coordinator is to report any non compliance to the Director of the Department of Industrial Relations in writing.

- 6. The Public Authority shall notify the General Contractor and the General Contractor shall notify each subcontractor of the identity of the prevailing wage coordinator.
- 7. That upon notice by the prevailing wage coordinator or the Department of Industrial Relations to the General Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the General Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.
- 8. That, upon notice to the Public Authority by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the Public Authority shall withhold any further payments to the General Contractor on this project.
- 9. The General Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
- 10. The General Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and all subcontractors.
- 11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself of any procedure or remedy available to them in O.R.C. Chapter 4115.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 (General Contractor)

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

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 (Village of Cardington)

By: \_\_\_\_\_  
 (Mayor Susan A. Peyton)

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 (Commissioner)

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 (Commissioner)

Date: \_\_\_\_\_

\_\_\_\_\_

Signature

By:

\_\_\_\_\_

(Commissioner)

**Contract Forms to Complete & Attachments (cont.)**

**RELEASE AND HOLD HARMLESS**

(Prevailing Wages)

The undersigned, \_\_\_\_\_, and the  
(Bidder's Name)

undersigned subcontractors who shall be performing work on the project hereby jointly and severally agree to defend, indemnify and save harmless the Village of Cardington and Morrow County Board of Commissioners, its officers, agents and employees from all fines, charges, penalties, claims, demands, well founded in law, by reason or noncompliance with Prevailing Wage Laws as set forth in Chapter 4115 of the Ohio Revised Code, and a sum sufficient to cover aforesaid charges or claims may be retained by the Owner from moneys due or to become due to the bidder under this contract, until such charges or claims have been discharged or satisfactorily secured.

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Subcontractors:**

_____ Subcontractors Name	_____ Signature	_____ Date
_____ Subcontractors Name	_____ Signature	_____ Date
_____ Subcontractors Name	_____ Signature	_____ Date
_____ Subcontractors Name	_____ Signature	_____ Date
_____ Subcontractors Name	_____ Signature	_____ Date
_____ Subcontractors Name	_____ Signature	_____ Date
_____ Subcontractors Name	_____ Signature	_____ Date

All Subcontractors providing materials/labor to the General Contractor must sign this form prior to their furnishing labor or material on this project and for full payment to General Contractor. Registration in the Village Building Department is mandatory per Codified Ordinances.



**Contract Forms to Complete & Attachments (cont.)**

**Implementation of Storm Water Pollution Prevention Plan (SWP#3)**

(NPDES Permit Requirements)

The undersigned, \_\_\_\_\_, and the  
(Bidder's Name)  
 subcontractors who shall be performing work on the project hereby jointly and severally agree to the implementation of the SWP3 in accordance with the Ohio EPA general permit No. OHC000003 for storm water discharges associated with construction activities. Signatures of all contractors must be obtained prior to commencement of work in the construction site by said contractor.

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Subcontractors:**

Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date
Subcontractors Name	Signature	Date

**Contract Forms to Complete & Attachments (cont.)**

**Contractor’s Safety Policy**

Contractors performing work for the Village of Cardington and Morrow County Board of Commissioners, hereinafter referred to as the Owner, shall meet the following requirements pertaining to safety and health. This policy applies to all activity of the Contractor, including, but not limited to, pre-work on-site visits, post-work cleanup, lunch breaks, personal time, and other direct and indirect activity directly related to work performed for the Owner, provided that this activity is performed on public or private property at the direction of, or under contract to, the Owner. Activity unrelated to the Owner’s work requirements and not performed on the Owner’s job-site or related areas are not covered by this policy.

**General Requirements**

All work performed by the contractor shall meet the specifications for safety and health defines in this document, as well as all federal, state, and local standards for safety and health. These standards are implicit to all bid specifications supplies to contractors to perform work on behalf of the Owner, whether specified or not. The Contractor retains all responsibility to bid for work on behalf of the Owner based on the inclusion of material, training, or equipment necessary to meet these standards.

The Owner reserves the right to determine and define reasonable safety and health practices as it relates to work performed on behalf of the Owner. The Owner reserves the right to inspect the Contractor’s work location, safety procedures, and policies and to require compliance to all federal, state and local safety and health standards.

Responsibility for the implementation of safety and health practices, including training, equipment purchase, liability, loss, damages, claims, fines, or other expenses of every character are the responsibility of the Contractor.

**Drug Testing**

It is the policy of the Owner to protect the employees, visitors, and the general public from significant harm, Therefore, the Owner reserved the right to prohibit the use, distribution, possession, or sale of alcohol, drugs, or other controlled substances at the workplace, and to prohibit the presence of an individual with these substances in their body for non-medical reasons.

The Owner reserves the right to test any employee of the Contractor, including subcontractors, for the presence of these substances and to remove employees from the property or job site.

The Owner reserves the right to inspect all employee’s vehicles and personal effects while entering on, or leaving the Owner’s property or job site. Employees found in violation of this policy, or who refuse to permit inspection will be removed and barred from the property or job site.

**Safety, Health, and Environmental Requirements**

The Contractor must have a written safety and health program. The contractor must implement and

enforce its program. A copy of the program must be submitted to the Owner prior to award of contract. As a minimum, the Contractor’s safety and health program must address the following:

- New employee’s orientation program
- Work site employee orientation program
- Enforcement of safety rules policy
- Employee training
- Substance abuse policy
- Work site safety inspection/control policy
- Housekeeping/clutter control policy
- Emergency response policy covering fire, medical, and chemical spills
- Personal Protective Equipment policy
- Accident investigation, analysis, and control policy
- Hazard communication

The Contractor’s safety and health must also address the following if performed on the Owner’s premises:

- Confined space entry
- Crane safety
- Electrical safety
- Fall protection
- Hearing conservation
- Lockout/Tagout
- Medical surveillance and exposure monitoring
- Mobile equipment, including rollover protection
- Process safety management of highly hazardous chemicals
- Respiratory protection
- Trenching/excavating
- Guarding floor and wall openings
- Radiation safety
- Compressed gas safety
- Flammable/combustible liquids safety and storage
- Sanitation
- Welding/burning
- Blood borne pathogens
- Concrete/masonry construction
- Steel erection
- Demolition
- Environmental control and permitting

When required, the Contractor must meet the training requirements of the Owner and provide suitable evidence that employees are being trained when requested by the Owner.

The Contractor's work product must meet all OSHA requirements as interpreted by the Owner. The Owner reserves the right to inspect all work performed by the Contractor as the work progresses and prior to acceptance. Any deficiencies shall be promptly corrected.

The Owner reserves the right to qualify or disqualify any contractor from bidding or acceptance based on safety performance and reserves the right to obtain information to be used in the qualification, including but not limited to, OSHA lost workday rates, experience modification rates, and OSHA recordable injury rates.

Any contractor employee deemed unacceptable to the Owner shall be removed from the premises and shall be replaced by a competent qualified employee acceptable to the Owner at the Contractor's expense.

**Medical Treatment and Incident Notification:**

The Contractor shall be responsible for contacting emergency authorities in the event that medical, fire, or other assistance is needed. All employees shall be informed as the procedure to be followed. First aid rendered by the Owner's employees or representatives shall be considered gratuitous and is provided at the discretion of the individual providing that assistance.

The Contractor's shall provide a written report to the Owner within 24 hours of an incident when a contract employee is injured, is involved in an incident with property damage, or is involved in an incident where serious injury was possible. When an injury occurs, the report must include all information required on OSHA Form 101 – Supplemental Record of Occupational Injuries/Illness.

A verbal notification shall be provided within 30 minutes to the Owner whenever a contract employee suffers fatal or suspected fatal injuries, or is hospitalized. The Contractor shall make available to the Owner a copy of all pertinent reports, findings, or other documents relevant to the accident or injury causing events or near-misses occurring on the Owner's property or while the Contractor is providing services to the Owner. This investigation may include site reviews, employee interviews, procurement of physical evidence, drug/alcohol screens, or the collection of other pertinent information.

**Safety Meetings:**

The Contractor shall meet with the Owner or the Owner's designated representative prior to the start of the work to discuss the safety and health aspects of the work to be performed.

When required and agreed to by all parties, a weekly safety briefing shall be held with representatives of the Owner and the Contractor to discuss relevant safety issues. This meeting may be held in conjunction with other business review meetings. These meetings shall be documented. The coordination of work performed with ongoing operations must receive a high priority from all parties.

The Owner shall verify that all atmospheric conditions are safe or that precautions are given to the Contractor prior to allowing contract employees onto a site. Once the initial determination has been

made, the work site will be turned over to the Contractor.

Thereafter, the Contractor is solely responsible for evaluating work atmospheres with accepted health and safety practices.

**Safety Program:**

At the pre-construction meeting, the Contractor shall submit a written safety program for review by the Owner. Upon review, any revisions required will be submitted within seven (7) days. At a minimum, this written safety program is to address the following:

1. Compliance with all applicable federal, state, county and local laws, rules, regulations and Owner’s specifications.
2. Designation of the Contractor’s Safety Representative.
3. Safety training requirements.
4. New employee safety orientation (record keeping required).
5. Weekly tool box safety meetings (record keeping required).
6. Hazard Communication. (Right to Know Training Program, inclusive of material safety data sheets (MSDS) storage procedures.).
7. Procedure to enforce safety policy, to include disciplinary measures where appropriate.
8. Procedure to enforce safety policy on subcontractors.
9. Housekeeping.
10. Safety inspections of equipment, to include inspection of equipment prior to being allowed on job site (record keeping required).
11. Incorporation of safety into project progress meetings.
12. Use of personal protective equipment,
13. Program for job site medical service, to include emergency phone numbers.
14. Accident record keeping procedures (copies of all recordable accidents will be provided to the Owner within 24 hours of occurrence).
15. Return to work program.
16. Provisions for required OSHA bulletin board notices.
17. Provisions for a safety awareness program.
18. Provisions for excavation/emergency plans.

The Owner reserves the right to request any documentation to ensure the safety program is being conducted in accordance with the written program and applicable rules and regulations. The Contractor is to submit the documentation within twenty-four (24) hours of the Owner’s request.

The Contractor will report the man-hours of all personnel employees on the project as well as all recorded and lost time incidents on a monthly basis in conjunction with the monthly pay estimates.

**Contractor’s Safety Representative:**

The Contractor’s Safety Representative is to have specialized training and experience in construction safety and is subject to review by the Owner or the Owner’s designee. The Owner has the authority to request removal of the Contractor’s Safety Representative if that representative is judged to be improperly or inadequately performing his duties; however, this authority in no way effects the

Contractor’s sole responsibility for performing his work safety, nor does it impose any obligation upon the Owner to ensure that the Contractor performs his work safely.

**Subcontractor Safety Representative:**

Ensure that all major subcontractors have an employee on-site designed as a safety representative. This safety representative is to ensure that the subcontractor and its subcontractors and vendors meet all required safety rules and regulations. Superintendents are not to be designated safety representatives.

**Specific Safety Concerns:**

The following items are of special safety concern to Owner and are to be given special attention. Detailed plans to address these special safety concerns will be submitted fourteen (14) days prior to starting work:

- a. Blasting operations;
- b. 100% fall protection for work above six (6) feet;
- c. Excavation trenching cave-in protection;
- d. Utility protection, including underground and overhead lines;
- e. Electrical safety;
- f. Crane safety;
- g. Hazard communication;
- h. Confined space entry;
- i. Lockout/Tagout safety;
- j. Any asbestos, lead element, silica, hazardous waste work; and
- k. Any particularly hazardous operations.

**Liability:**

Compliance with requirements for safety and/or Owner’s review of the Contractor’s safety program does not relieve nor decrease the liability of the Contractor for safety.

No provision of these Contract Documents acts to make the Owner or any other party other than the Contractor solely responsible for safety. General Provision 7.08 “Contractor Indemnity” applies to protect, indemnify, defend and hold harmless all parties referred to therein from any and all actions, damages, fines, suits, losses and any other expenses arising from the Contractor’s failure to meet all safety requirements and/or provide a safe work site.

**Use of the Owner’s Tools and Equipment:**

The use of the Owner’s tools and equipment including, but not limited to, trucks, power tools, scaffolds, lighting, personal protective equipment, fall protection, and hand tools is prohibited without the expressed written consent of the Owner.

When written consent is provided allowing the Contractor to use the tools and equipment of the Owner, the Contractor shall indemnify and hold harmless the Owner from any liability of any kind arising out of the possession, maintenance, use, operation, and/or failure of said machinery, equipment, or tools, whether defective or not. The Contractor further provides that all employees using the equipment of the Owner are trained as per current federal, state, local, and the Owner’s

requirements in the safe operation of that equipment. If the property of the Owner becomes damaged while in the possession of the Contractor, the Contractor shall be liable for damage repair satisfactory to the Owner. The use of the equipment shall stop immediately.

If the Contractor requires the use of a Owner employee to operate a piece of equipment or a tool, a written request shall be made to the Owner. If the Contractor is satisfied as to the ability and qualifications of the provided operator, the contractor shall assume all liabilities concerning the operation of the equipment and the personal safety of the Owner's employee until such time as the service is no longer required.

#### **Environmental Requirements**

The Contractor must immediately report any environmental spill or release to the Owner and shall immediately follow all federal reporting requirements and state reporting requirements. The Contractor must then immediately initiate steps to contain and clean-up any spill or release and dispose of spill material or residues in accordance with all applicable requirements set forth in federal and state law, including The Clean Air Act of 1990

#### **OSHA/State of Ohio/EPA Inspections**

In the event that a government inspector wishes to conduct an investigation into the activities of a Contractor on the premises of the Owner, then the Owner shall contact a representative of the Contractor, either on-site or via telephone to offices designated by the Contractor, and shall arrange for the investigator and the company representative to be placed into direct contact. The Owner shall determine if the inspection involves any personal, processes, or equipment of the Owner. If there is no Owner involvement, then the involvement of the Owner's personnel shall be promptly concluded.

If contact with the government is made through the Contractor, the Owner shall be immediately notified by a representative of the Contractor. It is the responsibility of the Contractor to provide the Owner with the results of any inspections.

**Competent Person**

A Competent Person, who meets the requirements of “qualified” or “certified”, is required for scaffold erection and dismantling.

**Energy Producing Sources**

Energy producing sources include but are not limited to wood/metal working tools and for example air, impact, fluid pressure, and chemicals.

**Highway Safety**

Appropriate warning signs, barricades, cones, lights, or other equipment shall be provided to ensure the safety of personnel working on the highway. All operations shall be conducted in accordance with State of Ohio recommendations, including those provided in “The Manual of Traffic Control For Construction and Maintenance Operations,” Rev. 17.

**ACKNOWLEDGEMENT/AGREEMENT FOR CONTRACTORS**

I have read and understand the Safety and Health requirements of the Village of Cardington and Morrow County Board of Commissioners and agree to abide by them during the course of our work of this project job site. I understand that abiding by these rules and policies is a condition of the contract and that the Owner or the Owner’s designee can halt work on the project and/or remove us from the site for infractions of it. I further understand that, with the complex issues involved in coordinating work on a MULTI-EMPLOYER site, that all safety and health issues must be closely supervised. I will be fully responsible for, not only my work area, but all other areas which I or my subcontractors control and have other contractors exposed to hazardous conditions.

PROJECT: 1930 Waterline Replacement Re-Bid

COMPANY \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Please have this form notarized and sealed before returning to the Village of Cardington.



**Contract Forms to Complete & Attachments (cont.)**



www.ritaohio.com

**BUSINESS REGISTRATION FORM 48**

MUNICIPALITY \_\_\_\_\_

FEDERAL IDENTIFICATION NUMBER \_\_\_\_\_

SOCIAL SECURITY NUMBER (COMPLETE ONLY IF A SOLE PROPRIETOR) \_\_\_\_\_

FILING STATUS:  CORPORATION  ESTATE/TRUST  LLC  NON-PROFIT  PARTNERSHIP  S-CORP.  SOLE PROPRIETOR

**RITA LOCATION NAME AND ADDRESS AS USED FOR BUSINESS PURPOSES**  
 BUSINESS NAME: \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**IF CORPORATE SUBSIDIARY, GIVE NAME AND ADDRESS OF PARENT COMPANY MAIN OFFICE**  
 BUSINESS NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**IF SOLE PROPRIETORSHIP, GIVE OWNER'S NAME AND HOME ADDRESS**  
 NAME: \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

WHAT DATE DID YOU BEGIN OPERATIONS IN A RITA MUNICIPALITY? \_\_\_\_\_

**PLEASE LIST THE COMPANY NAICS CODE OR CHECK THE BOX THAT BEST DESCRIBES THE COMPANY BUSINESS TYPE.**

NAICS \_\_\_\_\_  TRANSPORTATION  NON MANUFACTURING  MANUFACTURING  WHOLESALE  
 RETAIL  FINANCE  SERVICES  PUBLIC ADMINISTRATION  NON CLASSIFICATION

**EMPLOYEE INFORMATION**

DO YOU HAVE ANY EMPLOYEES? (CHECK ONLY ONE)  YES  NO ARE CONTRACTORS UTILIZED? (CHECK ONLY ONE)  YES  NO  
 \*IF YES COMPLETE REVERSE SIDE.

*IF YOU HAVE EMPLOYEES PROCEED WITH EMPLOYEE INFORMATION. IF YOU DO NOT HAVE EMPLOYEES PROCEED TO THE PROFIT/LOSS SECTION.*

NUMBER OF EMPLOYEES AT RITA LOCATION: \_\_\_\_\_ MONTHLY GROSS PAYROLL AT RITA LOCATION: \_\_\_\_\_

WILL YOU BE WITHHOLDING RESIDENCE TAX ONLY?  YES  NO

**SEND WITHHOLDING TAX FORMS TO**  
 BUSINESS NAME: \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_  
 CARE OF: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**IF YOU ARE A NON-PROFIT ORGANIZATION STOP HERE AND SIGN AT BOTTOM**

**PROFIT/LOSS INFORMATION**

ENDING DAY OF FISCAL YEAR IF OTHER THAN CALENDAR YEAR \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MONTH DAY YEAR

**SEND NET PROFIT TAX RETURN TO**  
 BUSINESS NAME: \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_  
 CARE OF: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

THE INFORMATION HEREBY SUBMITTED IS TRUE AND CORRECT.

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

**REGIONAL INCOME TAX AGENCY**  
 ATTN: BUSINESS REGISTRATION  
 P.O. BOX 477900 BROADVIEW HEIGHTS, OHIO 44147-7900

CLEVELAND LOCAL: (440) 526-0900  
 TOLL FREE: (800) 860-RITA (7482)

COLUMBUS TOLL FREE: (866) 721-RITA (7482)  
 TDD: (440) 526-5332

YOUNGSTOWN TOLL FREE: (866) 750-RITA (7482)  
 FAX: (440) 526-3136

**CONTRACTOR INFORMATION**

MUNICIPALITY: \_\_\_\_\_ BUILDING PERMIT # \_\_\_\_\_  
 ADDRESS OF CONSTRUCTION SITE \_\_\_\_\_ TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

As the contractor, will your company be withholding local income tax from all employees on the job?  YES  NO

COMPANY/ADDRESS - CITY, STATE AND ZIP	OFFICER/OWNER NAME PHONE NUMBER	SOCIAL SECURITY OR FEDERAL I.D. NUMBER	ESTIMATED START DATE	NUMBER OF EMPLOYEES	ESTIMATED WAGES PER MONTH	TRADE
COZI-R-401-OR BCB 030						
COZI-R-401-OR BCB 030						
COZI-R-401-OR BCB 030						
COZI-R-401-OR BCB 030						
COZI-R-401-OR BCB 030						
COZI-R-401-OR BCB 030						
COZI-R-401-OR BCB 030						

If necessary attach a separate sheet

The information requested on this form is essential to the establishment of your account and will be held in strict confidence. Please complete and sign this Registration Form and return within 15 days. Prompt completion of this form now can save you the expenditure of additional time and effort in the future. If you have any questions please contact the Business Registration Department at one of the numbers below. Thank you for your cooperation.

SEND RESPONSE TO:

REGIONAL INCOME TAX AGENCY  
 ATTN: BUSINESS REGISTRATION  
 P.O. BOX 477900  
 BROADVIEW HEIGHTS, OH 44147-7900

CLEVELAND LOCAL: (440) 526-0900  
 COLUMBUS TOLL FREE: (866) 721-RITA (7482)  
 YOUNGSTOWN TOLL FREE: (866) 750-RITA (7482)

TOLL FREE: (800) 860-RITA (7482)  
 TDD: (440) 526-5332  
 FAX: (440) 526-3136

**Contract Forms to Complete & Attachments (cont.)**

**OHIO DEPARTMENT OF PUBLIC SAFETY**

**Division of Homeland Security**

**Terrorist Exclusion List**

As of March 2009

**U.S. Department of State List of Designated Foreign Terrorist Organizations**

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

## OHIO DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security

### U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah

**OHIO DEPARTMENT OF PUBLIC SAFETY  
 Division of Homeland Security**

33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)
39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

## OHIO DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security

### U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)
11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)  
American Friends of the United Yeshiva (Kahane Chai and Kach)  
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)  
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

**READ BEFORE COMPLETING YOUR DMA FORM**

**Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.**

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

- |                                  |                                |
|----------------------------------|--------------------------------|
| Administration                   | Ohio Homeland Security*        |
| Ohio Bureau of Motor Vehicles    | Ohio Investigative Unit        |
| Ohio Emergency Management Agency | Ohio Criminal Justice Services |
| Ohio Emergency Medical Services  | Ohio State Highway Patrol      |

- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



OHIO DEPARTMENT OF PUBLIC SAFETY  
 DIVISION OF HOMELAND SECURITY  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			PHONE
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE <b>X</b>	DATE
---------------------------------	------



**Contract Forms to Complete & Attachments (cont.)**

Ohio EPA – Notice of Intent (NOI) & Notice of Termination (NOT)

Contractor shall submit the attached Construction Storm Water N.O.I. (prior to construction) and N.O.T. (following construction).

**Attachment B**

As of July 1, 2001, the industrial storm water NOI fee is \$350. All construction storm water NOI fee is \$200 plus \$20 per whole disturbed acre (do not round-up) above 5 whole acres, with a maximum disturbed acreage fee of \$300. Under this fee schedule, a site with twenty or more disturbed acres would pay the maximum fee of \$500. These fees can be found in paragraph (S)(1) of Ohio Revised Code (ORC) Section 3745.11.

<b>GENERAL PERMIT NOI FEES</b>				
<b>Industrial Storm Water NOI</b>		<b>Total Fee Due = \$350.00</b>		
<b>All Construction Storm Water NOI Fees</b>				
<b>Disturbed Acreage</b>	<b>Base Fee</b>	<b>Additional Acreage Fee</b>	<b>Total Fee Due</b>	
1 - 5.99 acres	\$200	\$0	\$200	
6 - 6.99 acres	200	20	220	
7 - 7.99 acres	200	40	240	
8 - 8.99 acres	200	60	260	
9 - 9.99 acres	200	80	280	
10 - 10.99 acres	200	100	300	
11 - 11.99 acres	200	120	320	
12 - 12.99 acres	200	140	340	
13 - 13.99 acres	200	160	360	
14 - 14.99 acres	200	180	380	
15 - 15.99 acres	200	200	400	
16 - 16.99 acres	200	220	420	
17 - 17.99 acres	200	240	440	
18 - 18.99 acres	200	260	460	
19 - 19.99 acres	200	280	480	
20 acres and up	200	300	500	<b>MAXIMUM FEE</b>
<b>All other NOIs</b>		<b>Total Fee Due = \$200.00</b>		

- NOI: Form: [http://www.epa.ohio.gov/Portals/35/permits/General\\_NOI.pdf](http://www.epa.ohio.gov/Portals/35/permits/General_NOI.pdf)  
 Instruction: [http://www.epa.ohio.gov/Portals/35/permits/NOI\\_instructions.pdf](http://www.epa.ohio.gov/Portals/35/permits/NOI_instructions.pdf)  
 Where to Submit: Ohio Environmental Protection Agency  
 Office of Fiscal Administration  
 P.O. Box 1049  
 Columbus, OH 43216-1049
- NOT: Form: [http://www.epa.ohio.gov/Portals/35/permits/General\\_NOT.pdf](http://www.epa.ohio.gov/Portals/35/permits/General_NOT.pdf)  
 Instruction: [http://www.epa.ohio.gov/Portals/35/permits/NOT\\_instructions.pdf](http://www.epa.ohio.gov/Portals/35/permits/NOT_instructions.pdf)  
 Where to Submit: Ohio Environmental Protection Agency  
 General Permit Program  
 P.O. Box 1049  
 Columbus, OH 43216-1049

**Attachment A**



**CDO Central District Office**  
 50 West Town Street, Suite 700  
 Columbus, Ohio 43215  
 (614) 728-3778

**SEDO Southeast District Office**  
 2195 Front Street  
 Logan, Ohio 43138  
 (740) 385-8501

**NEDO Northeast District Office**  
 2110 East Aurora Road  
 Twinsburg, Ohio 44087  
 (330) 963-1200

**SWDO Southwest District Office**  
 401 East Fifth Street  
 Dayton, Ohio 45402  
 (937) 285-6357

**NWDO Northwest District Office**  
 347 North Dunbridge Road  
 Bowling Green, Ohio 43402  
 (419) 352-8461



**Division of Surface Water - Notice of Intent (NOI) For Coverage Under Ohio Environmental Protection Agency General NPDES Permit**

*(Read accompanying instructions carefully before completing this form.)*

*Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized to discharge into state surface waters under Ohio EPA's NPDES general permit program. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. Complete all required information as indicated by the instructions. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. A check for the proper amount must accompany this form and be made payable to "Treasurer, State of Ohio." (See the fee table in Attachment C of the NOI instructions for the appropriate processing fee.)*

<b>I. Applicant Information/Mailing Address</b>				
Company (Applicant) Name:				
Mailing (Applicant) Address:				
City:		State:	Zip Code:	
Contact Person:		Phone:	Fax:	
Contact E-mail Address:				
<b>II. Facility/Site Location Information</b>				
Facility Name:				
Facility Address/Location:				
City:		State: Ohio	Zip Code:	
County(ies):		Township(s):		
Facility Contact Person:		Phone:	Fax:	
Facility Contact E-mail Address:				
Latitude:		Longitude:	<i>(For Construction &amp; Coal, must complete lat/long &amp; attach map)</i>	
Receiving Stream or MS4:				
<b>III. General Permit Information</b>				
General Permit Number: OHC000004 Construction Storm Water			Initial Coverage: <input checked="" type="checkbox"/>	Renewal Coverage: <input type="checkbox"/>
Type of Activity: All Construction Storm Water - 1 to 5.99 acres disturbed Fee = \$200			SIC Code(s):	
Existing NPDES Permit Number:			ODNR Coal Mining Application Number:	
If Household Sewage Treatment System, is system for: <input type="checkbox"/> new home construction or <input type="checkbox"/> replacement of failed existing system				
Outfall:	Design Flow (MGD):	Associated Permit Effluent Table:	Latitude:	Longitude:
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		
Are These Permits Required?		PTI Choose one.	Individual 401 Water Quality Certification Choose one.	
Isolated Wetland Choose one.		U.S. Army Corp Nationwide Permit Choose one.		Individual NPDES Choose one.
Proposed Project Start Date:			Estimated Completion Date:	
Total Land Disturbance (Acres):			MS4 Drainage Area (Sq. Miles):	
<b>IV. Payment Information</b>			<b>For Ohio EPA Use Only</b>	
Check #:			Check ID (OFA): _____ ORG #: _____	
Check Amount:			Rev ID: _____ DOC #: _____	
Date of Check:				
<i>I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</i>				
Applicant Name:			Title:	
Applicant Signature:			Date:	



**Division of Surface Water - Notice of Termination (NOT) of Coverage Under Ohio Environmental Protection Agency General NPDES Permit**

*(Read accompanying instructions carefully before completing this form.)*

Submission of this NOT constitutes notice that the party identified in Section II of this form is no longer authorized to discharge into state waters under the NPDES general permit program. NOTE: All necessary information must be provided on this form. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.

**I. Permit Information**

NPDES General Permit Number: OH

Facility General Permit Number:

**II. Owner/Applicant Information/Mailing Address:**

Company (Applicant) Name:

Mailing (Applicant) Address:

City:	State:	Zip Code:
-------	--------	-----------

Contact Person:	Phone:	Fax:
-----------------	--------	------

Contact E-mail Address:

**III. Facility/Site Location Information**

Facility Name:

Facility Address/Location:

City:	State:	Zip Code:
-------	--------	-----------

County:	Township:	Section:
---------	-----------	----------

Facility Contact Person:	Phone:	Fax:
--------------------------	--------	------

Contact E-mail Address:

**IV. Reason for Termination**

Transfer of Ownership <input type="checkbox"/>	Cease to Discharge <input type="checkbox"/>	Facility Closed <input type="checkbox"/>
--	---	--

Project Completed <input type="checkbox"/>	Obtained Individual Permit <input type="checkbox"/>
--	---

**V. Certifications**

**Standard Certification:**

*I certify under penalty of law that all discharges authorized by the NPDES general permit have been eliminated or that I am no longer the operator of the facility. I understand that by submitting this NOT, I am no longer authorized to discharge under this general permit and that discharging pollutants to waters of the state without an NPDES permit is unlawful under ORC 6111.*

Name (typed):	Title:
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Signature:	Date:
------------	-------

**Industrial Storm Water and Coal Mining Activity Certification Only:**

*I certify under penalty of law that all discharges associated with the identified facility that are authorized by the above referenced NPDES general permit have been eliminated, that I am no longer the operator of the facility, or in the case of a coal mine that the SMCRA bond has been released by ODNR-Division of Reclamation. I understand that by submitting this NOT, I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in storm water associated with industrial activity to waters of the state is unlawful under ORC 6111 where the discharge is not authorized by an NPDES permit.*

Name (typed):	Title:
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Signature:	Date:
------------	-------

**Storm Water Construction Activity Certification Only:**

*I certify under penalty of law that all elements of the storm water pollution prevention plan have been completed, the disturbed soil at the identified facility have been stabilized and temporary erosion and sediment control measures have been removed at the appropriate time, or that all storm water discharges associated with construction activity from the identified facility that are authorized by the above referenced NPDES general permit have otherwise been eliminated. I understand that, by submitting this NOT, I am no longer authorized to discharge storm water associated with construction activity by the general permit, and that discharging pollutants in storm water associated with construction activity to waters of the state is unlawful under ORC 6111 where the discharge is not authorized by an NPDES permit.*

Name (typed):	Title:
---------------	--------

Signature:	Date:
------------	-------

## **Payments & Procedures**

The following pages provide procedural information that the Contractor may need or find useful.

**Payments & Procedures (cont.)**



**VILLAGE OF  
CARDINGTON**

**Notice of Commencement of Public Improvement**

Village of Cardington  
215 Park Street • Cardington, Ohio 43315  
Morrow County Board of Commissioners  
80 North Walnut Street, Suite A • Mt. Gilead, Ohio 43338  
email: david.krock@ohm-advisors.com phone: (330) 657-2145

Notice of hereby given in accordance with Section 1311.252 Ohio Revised Code of the commencement of the Public Improvement identified as:

Project Name 1930 Waterline Replacement Re-Bid Project No. N/A

Project Location Village of Cardington Date of Contract \_\_\_\_\_

**Public Authority**

The Public Authority responsible for the Public Improvement is:

Village of Cardington  
215 Park Street  
Cardington, Ohio 43315

Morrow County Board of Commissioners  
80 North Walnut Street, Suite A  
Mt. Gilead, Ohio 43338

**Designated Representative**

The representative to whom service of an affidavit may be made pursuant to Section 1311.26 Ohio Revised Code is:

Mr. David G. Krock, PE  
Cardington Village Engineer  
215 Park Street  
Cardington, Ohio 43315

**Contractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_

**Surety**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_

**Affidavit**

I certify or affirm that to the best of my knowledge, the information provided in this document is true and correct and that I am fully authorized to provide this Notice.

Affiant: Village of Cardington

David G. Krock, PE Village Engineer

**Payments & Procedures (cont.)**

LIEN WAIVER

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

OWNER : Village of Cardington and Morrow County Board of Commissioners  
PROJECT: 1930 Waterline Replacement Re-Bid

Receipt and Waiver of Mechanic’s Lien

The undersigned hereby acknowledges receipt of the sum of \$ \_\_\_\_\_

Check Only One

- as payment for labor, skill, material and equipment furnished through the following date:  
\_\_\_\_\_ (except the sum of \$ \_\_\_\_\_ retainage or holdback)
- as full and final payment for all labor, skill, material and equipment furnished or to be furnished (except the sum of \$ \_\_\_\_\_ retainage or holdback)
- as full and final payment for all labor, skill, material and equipment furnished or to be furnished

to the following described real property:

\_\_\_\_\_  
\_\_\_\_\_

and for value received hereby waives all rights acquired by the undersigned to assert, file or record mechanic’s liens, stop notices or bond rights and hereby releases any such mechanic’s lien, stop notice or bond rights against said real property, the owner thereof, or any surety for labor, skill, material and equipment furnished to said real property (except for retainage, if any, shown in Number 1 or 2). The undersigned hereby agrees to indemnify, defend and hold harmless Contractor and Owner for, from and against all costs, claims, loss or damage which Contractor or Owner may sustain as a result of any mechanic’s liens, stop notice, bond rights, claims or obligations arising out of the undersigned’s furnishing said labor, skill, material and equipment. This lien waiver is contingent upon contractor’s receipt of payment of the above stated amount in bankable funds and shall become effective when such payment clears all banks.

Contractor: \_\_\_\_\_ Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Company Name)

\_\_\_\_\_  
(Notary Public)

Payments & Procedures (cont.)

# LETTER OF TRANSMITTAL

Date: \_\_\_\_\_

TO: Terry R. Bowlin Jr.  
3382 Glenwood Boulevard  
Reminderville, OH 44202  
330 562-1234

Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Project Name \_\_\_\_\_  
Pay App #: \_\_\_\_\_

We are sending you:  
 New request  Revised request

COPIES	DESCRIPTION	INCLUDED
3	Signed & notarized pay application	<input type="checkbox"/>
1	Signed certified payroll report	<input type="checkbox"/>
1	Testing reports (if applicable)	<input type="checkbox"/>
1	SWP3 inspection reports (if applicable)	<input type="checkbox"/>
1	Contractor’s response to SWP3 inspection reports (if applicable)	<input type="checkbox"/>
1	Sign & notarized lien waivers (if applicable)	<input type="checkbox"/>

Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name Title

*This transmittal and all pertinent information is required for all pay requests and any missing information including this transmittal will be considered incomplete and returned for corrective action.*



### **Payment Rules & Instructions**

- “Monthly” pay requests only (multiple pay requests per month are not permitted).
- 8% Retainage shall be held on all pay requests.
- Reduction to 4% Retainage shall be considered once the Project has reached the level of “Substantial Completion”, as determined by the Engineer.
- Pay Request Process
  - Engineer shall prepare Draft Pay Request and send to Contractor for review.
  - Contractor and Engineer shall discuss any discrepancies in quantities and adjust pay request to reflect agreed upon pay items.
  - Contractor shall print out agreed upon Pay Request document, sign, notarize, and return to Terry Bowlin (contact information below) for approval and processing of payment.
- All Pay Requests shall be accompanied by the following items:
  - Signed & notarized pay application (3 copies)
  - Signed certified payroll report
  - Testing reports for concrete, compaction materials, etc., (if applicable)
  - SWP3 inspection reports (if applicable)
  - Contractor’s response to SWP3 inspection reports (if applicable)
  - Sign & notarized lien waivers from previous pay requests, including all subcontractors, as applicable. Use form available in contract documents. (if applicable)
- Final Retainage shall be released upon receipt and approval of:
  - Completion of all Punch List items
  - Items required for “Pay Requests,” as shown above
- Payment Applications with all supporting documents shall be mailed to:  
***Terry Bowlin***  
***3382 Glenwood Boulevard***  
***Reminderville, OH 44202***
  - Questions about pay app processing can be directed to Mr. Bowlin at 330 562-1234 or [keecacm@gmail.com](mailto:keecacm@gmail.com).

**Bid Review & Award Process**

The following outline will be followed as part of the process to determine the lowest and best bid, and to allow the Engineer to make a recommendation to the Owner for Award of the Contract.

YES	/	NO	Prepare Official Bid Tabulation
YES	/	NO	All “Bid Forms” Completed?
YES	/	NO	All “Bid Forms” Attachments provided?
YES	/	NO	Bid Guaranty Provided?
YES	/	NO	Experience Record – Meets Project Standards?
YES	/	NO	Check References?
YES	/	NO	Subcontractors Provided?
YES	/	NO	Bid Certification & Signature?
YES	/	NO	Unbalanced Bidding?
YES	/	NO	Any Evidence of Bidding Abnormalities?
YES	/	NO	Pre-Award Conference to Review Items?
YES	/	NO	Recommend Award?

## **Specifications**

The following pages outline the required specifications for the project. ODOT specifications are referenced significantly throughout these documents.

The Bidder shall make themselves familiar with all specifications, including modifications and exceptions to the specifications, for this particular project.

**Hierarchy of Contract Documents (in case of conflict)**

**HIERARCHY OF CONTRACT DOCUMENTS**

CONTRACT DOCUMENTS

- Contents of these Bid Documents, including Specifications and Details
- Construction Plans, prepared by: OHM ADVISORS
- ODOT Construction and Materials Specifications, 2013 edition

HIERARCHY

If conflicts or ambiguity exists between any of the “Contract Documents” listed above, then the issue shall be resolved in the following Order of Priorities:

- Priority #1: Contents of these Bid Documents, including Specifications and Details
- Priority #2: Construction Plans, prepared by: OHM ADVISORS
- Priority #3: ODOT Construction and Materials Specifications, 2013 edition

**ODOT Specifications Section 100 – General Provisions (revised)**

**ODOT SPECIFICATIONS SECTION 100 – GENERAL PROVISIONS**

The following ODOT Specifications (Section 100 General Provisions) shall apply, as written, unless modified herein or within the Contract Documents.

**101 DEFINITIONS AND TERMS**

- **101.01 General**
- **101.02 Abbreviations**
- **101.03 Definitions**
  - Modification(s):
    - “State “and “Department” shall refer to Owner.
    - “Director” shall refer to Chief Executive for the Owner.
    - “Laboratory” shall refer to the Laboratory designated by the Engineer.
    - “Engineer” shall refer to OHM Advisors.
    - “DCA – District Construction Administrator” shall refer to the Engineer.
- **101.04 Interpretations**

**102 BIDDING REQUIREMENTS AND CONDITIONS**

- **102.01 Prequalification of Bidders**
  - Modification(s):
    - Does not apply – refer to Bid Documents for Qualifications
- **102.02 Contents of Bid Documents**
- **102.03 Issuance of Proposals**
- **102.04 Interpretation of Quantities in Proposal**
- **102.05 Examination of Bid Documents and Project Site and Submission of Prebid Questions**
  - Modification(s):
    - Refer all Pre-Bid Questions to Engineer – see “Instructions for Bidding” section
- **102.06 Preparation of Bids**
  - Modification(s):
    - Prepare and Submit all information required – see “Bid Form” section
- **102.07 Duty to Notify of Errors in Bid Documents**
- **102.08 Unbalanced Bidding**
- **102.09 Proposal Guaranty**
  - Modification(s):
    - Bid Guaranty forms shall be limited – see “Bid Form” section
- **102.10 Delivery of Bid**
  - Modification(s):
    - Bids shall be delivered to the Owner – see “Instructions for Bidding” section
- **102.11 Withdrawal of Bids**
- **102.12 Combination Proposal**
- **102.13 Public Opening of Bids**
- **102.14 Disqualification of Bidders**
  - Modification(s):
    - DELETE: Sub-items “I” and “M” (not applicable)
    - ADD: The Bidder must be on the Official Plan Holder’s List, by purchasing a set of Contract Documents from the Owner, prior to the Bid Opening.

- **102.15 Material Guaranty**
- **102.16 Certificate of Compliance with Affirmative Action Programs**
- **102.17 Drug-Free Safety Program**
  - Modification(s):
    - In lieu of the Drug-Free Safety Program requirement (per OBWC), the contractor may elect to follow the Drug Testing and Safety Policies contained in the Contract.

103 AWARD AND EXECUTION OF CONTRACT

- **103.01 Consideration of Proposals**
- **103.02 Award of Contract**
  - Modification(s):
    - Replace “10” days with “60” days. The acceptance period for Bid Award or Bid Rejection shall be 60 days.
    - Last Paragraph, Replace “5 percent” with “10 percent”. This allows the Owner to award a project up to 10 percent over the estimate.
    - The Engineer will recommend award of the project to the lowest competent and responsible bidder. The Engineer will recommend award of the bid based on the base bid or the base bid plus any alternate bid. This determination will be made as the Engineer reviews the bids and determines the lowest competent and responsible bid.
- **103.03 Cancellation of Award**
- **103.04 Return of Proposal Guaranty**
  - Modification(s):
    - All Proposal Guaranties, except bid bonds, will be returned to all bidders within 60 days. Successful bidder will be returned upon signed contract.
- **103.05 Requirement of Contract Bond**
- **103.06 Execution of Contract**
- **103.07 Failure to Execute Contract**

104 SCOPE OF WORK

- **104.01 Intent of the Contract Documents**
- **104.02 Revisions to the Contract Documents**
  - Modification(s):
    - DELETE: Section “D.2.” (regarding unit price revisions).
      - Contract Unit Prices will not be revised for this purpose.
    - DELETE: Table 104.02-01 (unit price revisions – per total Contract Price)
      - Contract Unit Prices will not be revised for this purpose.
    - DELETE: Table 104.02-2 (unit price revisions – per % decrease in quantity)
      - Contract Unit Prices will not be revised for this purpose.
    - DELETE: Table 104.02-3 (unit price revisions – per % increase in quantity)
      - Contract Unit Prices will not be revised for this purpose.
    - Section “E” – DELETE second paragraph (regarding compensation adjustments)
      - The Owner may non-perform contract items completely, or partially, with no compensation adjustments to the contract)
- **104.03 Rights in and Use of Materials Found on the Work**
- **104.04 Cleaning Up**

105 CONTROL OF WORK

- 105.01 Authority of the Engineer
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Contract Documents
- 105.04 Coordination of the Contract Documents
- 105.05 Cooperation by Contractor
- 105.06 Superintendent
- 105.07 Cooperation with Utilities
- 105.08 Cooperation between Contractors
- 105.09 Authority and Duties of the Inspector
- 105.10 Inspection of Work
- 105.11 Removal of Defective and Unauthorized Work
- 105.12 Load Restrictions
- 105.13 Haul Roads
- 105.14 Maintenance during Construction
- 105.15 Failure to Maintain Roadway or Structure
- 105.16 Borrow and Waste Areas
- 105.17 Construction and Demolition Debris
- 105.18 Acceptance
- 105.19 Value Engineering Change Proposals

106 CONTROL OF MATERIAL

- 106.01 Source of Supply and Quality Requirements
- 106.02 Samples, Tests, and Cited Specifications
- 106.03 Small Quantities and Materials for Temporary Application
- 106.04 Plan Sampling and Testing Plan
- 106.05 Storage of Materials
- 106.06 Handling Materials
- 106.07 Unacceptable Materials
- 106.08 Department-Furnished Material
- 106.09 Steel and Iron Products Made in the United States
  - Modification(s):
    - Per ORC 153.011, this applies only to materials being used for “load-bearing structural purposes”.
- 106.10 Qualified Products List

107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

- **107.01 Laws to be observed**
- **107.02 Permits, Licenses, and Taxes**
- **107.03 Patented Devices, Materials, and Processes**
- **107.04 Restoration of Surfaces Opened by Permit**
- **107.05 Federal-Aid Provisions**
- **107.06 Sanitary Provisions**
- **107.07 Public Convenience and Safety**
- **107.08 Bridges over Navigable Waters**
- **107.09 Use of Explosives**
- **107.10 Protection and Restoration of Property**
- **107.11 Contractor's Use of the Project Right-of-Way or Other Department-Owned Property**
- **107.12 Responsibility for Damage Claims and Liability Insurance**
  - Modification(s):
    - Changes to insurance, including all certificates and notices, shall be mailed to the Owner's address, as shown on the Title Sheet of the Bid Documents. Do not use the ODOT address provided.
- **107.13 Reporting, Investigating, and Resolving Motorist Damage Claims**
- **107.14 Opening Sections of Project to Traffic**
- **107.15 Contractor's Responsibility for Work**
- **107.16 Contractor's Responsibility for Utility Property and Services**
- **107.17 Furnishing Right-of-Way**
- **107.18 No Waiver of Legal Rights**
- **107.19 Environmental Protection**
- **107.20 Civil Rights**
- **107.21 Prompt Payment**

108 PROSECUTION AND PROGRESS

- **108.01 Subletting of the Contract**
- **108.02 Partnering**
  - Modification(s):
    - DELETE: Section 108.02 in it's entirety. Not applicable to the Owner.
- **108.03 Prosecution and Progress**
- **108.04 Limitation of Operations**
- **108.05 Character of Workers Methods and Equipment**
- **108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Days**
- **108.07 Failure to Complete on Time**
- **108.08 Unsatisfactory Progress and Default of Contractor**
- **108.09 Termination of the Contract for Convenience of the Department**
- **108.10 Payroll Records**



109 ACCEPTANCE, MEASUREMENT, AND PAYMENT

- **109.01 Measurement of Quantities**
- **109.02 Measurement of Units**
- **109.03 Scope of Payment**
- **109.04 Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the Department**
  - Modification(s):
    - DELETE: Section “A” (including subitems 1, 2, and 3)
- **109.05 Changes and Extra Work**
  - Modification(s):
    - Increasing and decreasing of work quantities, where contract bid prices exist, do not constitute coverage under this section. (See Sections 104.02D and 104.02E)
    - DELETE: Section “B.4.”
    - ADD: Section “B.4” – Lump Sum Price provided by the Contractor
- **109.06 Directed Acceleration**
- **109.07 Inefficiency**
- **109.08 Unrecoverable Costs**
- **109.09 Estimates**
  - Modification(s):
    - DELETE: Last Paragraph. Owner will not pay interest per with ORC 126.30.
- **109.10 Payment for Delivered Materials**
  - Modification(s):
    - This item will rarely be used by the Owner and the Bidder should not anticipate or expect that payment will be made on this item when bidding the project. It is the sole discretion of the Engineer as to whether or not this item is necessary on the project. The Contractor must gain approval, in writing, from the Engineer, prior to delivering materials to the site which they will request payment for. If there is no request and approval prior to delivery, no payment will be made.
- **109.11 Partial Acceptance**
- **109.12 Final Acceptance**

**Project Detailed Specifications**

**Inspection:**

The Village of Cardington and Morrow County Board of Commissioners will provide construction inspection on this project. The Contractor is required to give a twenty-four (24) hour notice to the Engineer's office prior to beginning work or discontinuing work. The Contractor shall notify the Engineer's office via phone and/or E-Mail to schedule work or terminate work for any given day. Work shall be terminated no later than one (1) hour before the scheduled start time on the day to be terminated if cause of termination is weather related. Failure to provide proper notice of termination will result in a \$125.00 charge for unnecessary inspection or inspection costs, due to causes within the Contractor's control. These charges for unnecessary inspection will be deducted from the monthly pay estimates for payment due the Contractor. Any work done or materials used without inspection may be ordered removed and replaced at the contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered. Installation and backfilling of conduit without the Inspector being present will not be accepted or paid for by the Village of Cardington and Morrow County Board of Commissioners. Engineer has sole control over the Inspection Service provider, number of Inspectors on site, their location and duties. The Contractor's superintendent shall verify with the Inspector on daily, as well as weekly total quantities.

The Contractor shall provide the Inspector with every reasonable facility for the purpose of construction inspection, even to the extent of stopping a portion of the work temporarily or of uncovering a portion of the finished work. At the beginning of each workday, Contractor shall provide the Inspector the work locations, number of work crews and all subcontractors on site. For scheduling/inspection purposes, the Inspector must be given a minimum two hours advance notification of an additional work crew mobilizing and working "on site". Contractor's superintendent is responsible in verifying daily and weekly quantities with Inspector. All weekly quantities must be agreed upon no later than Monday by 3:30 P.M. of the following week. No claims can be made by the contractor for loss of time, for inconvenience, or for any expense for temporarily discontinuing the work under this contract for the purpose of proper inspection or the verification of specifications and materials used.

**Construction Schedule and Milestones:**

It is the Owner's desire to have the work started upon issuance of the Notice to Proceed and completed on or before dates shown on the Project Schedule (see Special Provisions section of the bid documents). The Contractor shall work continuously until the work is completed and shall not leave the job site until all phases are acceptable to the Owner. The Contractor shall develop his construction schedule for all work to be completed by the dates shown on the Project Schedule (see Special Provisions section of the bid documents). The Contractor should indicate in the proposal sufficient information to assure the owner he or she has the required work force and equipment to complete the project on or before the proposed completion date noted above.

**Village of Cardington and Morrow County Board of Commissioners' Control of Contractor's Work Schedule:**

The Contractor must submit his schedule (computer generated) outlining all work to be performed, at least 4-week days **before** the pre-construction meeting. This schedule is to show all work items in the **Critical Path**,

being performed Monday thru Friday, and the realistic length of time needed to complete said work items. The Contractor will not be allowed to start work until the Engineer has accepted their schedule as satisfactory to begin. At the request of the Engineer, a revised schedule must be submitted within 4 calendar days after initial request. The construction schedule shall be updated when actual work completed is four working days behind the current construction schedule. Progress Meetings will be held every two weeks, unless waived by the Engineer. Two weather days sustained in one calendar week will require the Contractor to work the Saturday of that week, or the following week, to make up the lost time. The superintendent must attend all progress meetings that are scheduled. The superintendent, foreman for sub-contractor and the Inspector will meet one week in advance of sub-contractor's work to review scheduling and specifications/requirements pertaining to their particular work. All work on this contract, unless otherwise stated on the plans, will be limited to the daylight hours, or in cases of emergency, and then may be performed only if permission is obtained from the Engineer and adequate portable lighting facilities are used and LEO'S are present on site.

**Ingress and Egress / Private Agreements**

(Including but not limited to: Access Areas, Lay Down Areas, and Dump Sites):

The Village of Cardington and Morrow County Board of Commissioners will provide the Contractor only the access to the site as shown by the right-of-way or as directed on site by a Engineer. Any additional ingress and egress required by the contractor shall be obtained in writing by the contractor at his own expense and copies provide to the Village of Cardington and Morrow County Board of Commissioners. Construction equipment shall set up and excavate for service connections, manholes, cleanouts, driveways, etc. only from street side. Exceptions will be reviewed on an individual basis. All private agreements, between the Contractor and private property owners, **must be in writing** and submitted to the Engineering Department prior to the Contractor occupying/using said premises even on a temporary basis. Not providing the Engineering Department with written agreements will result in delay of payment until the proper written agreements have been provided by the Contractor. Final Payment will require written approval from the private property agreement holder stating that the agreement has been honored. The Village of Cardington and Morrow County Board of Commissioners will not make Final Payment until this has been provided.

**Protection of Property and Work:**

The contractor shall at his own expense, support and protect all structures, conduits, wires, trees, utility poles, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, landscaping, bushes, trees, equipment and fixtures of all kinds and all other public or private property, whether of this contract or another, that may be encountered or endangered, above or below ground, during construction. The Contractor will protect the edges of the existing asphalt pavement and all driveways remaining by placing steel plates, or approved equal, in the construction area. Driveways shall be properly saw cut before construction equipment crosses drive. Construction/grading limits will have temporary fencing installed to prevent construction equipment from entering private property. Concrete driveways damaged by construction vehicles will be replaced at minimum four feet wide/full width sections at contractor's expense. He shall repair and make good any damage caused to such private property in a timely manner acceptable to the Village of Cardington and Morrow County Board of Commissioners.

The Village of Cardington and Morrow County Board of Commissioners reserves the right to repair any damage to public utilities or other facilities caused by the work of the contractor and the cost of such repair shall be borne by the contractor.

The contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting existing utilities and present work against vandalism, adverse weather conditions, poor/unusual ground conditions and for handling all storm and flood water, sewage, seepage, wind, ice or snow that may be encountered during the performance of the contract.

**Maintenance of Existing Sewer Systems:**

Prior to any connection into an existing sewer manhole or conduit the contractor shall take such measures as necessary, "as approved by the Engineer", (i.e. temporary rubber plugs, bypass pumping) during the course of the construction of the proposed sewers, to guard against any drainage from entering the existing system and possibly contaminating such system with silt or stone, and to provide construction workers with a sewage free trench. The discharging of untreated sewage on the ground or into a storm sewer is prohibited and will be strictly enforced. All work and materials necessary to guarantee this condition shall be included in various conduit bid items.

**Utilities Notification: (OUPS: 1-800-362-2764)**

At least two days prior to commencing construction operations in an area which may involve underground and/or above ground utility facilities, the contractor shall notify the Engineer, and registered utility protection service and the owners of each utility facility shown in the plan or visible in the field and/or marked in the field.

The Village of Cardington and Morrow County Board of Commissioners will not be held financially responsible for incorrect, or lack of field markings of various utilities by the utility protection service, or the utility owner which can lead to Contractor’s down time, repair of a utility and lack of production. The Contractor is ultimately **fully responsible** that all utility markings are accurately marked and maintained, and shutoff valves unearthed throughout this project regardless of other parties, in all types of weather conditions. Underground utilities that are disturbed/interrupted by excavating with improper equipment or without proper utility markings will be repaired at the Contractor’s expense.

**Excess Excavation:**

The contractor shall remove and dispose of all excess excavation as required in accordance with 203.05 of the O.D.O.T. standard specifications and with the following:

The contractor shall wherever possible make written agreements with the property owners adjacent to the construction to dispose of excess excavation thereon, without creating a grading or storm water problem. Contractor must provide map showing proposed fill elevations and executed written agreement before occupying property.

Sites within the Village of Cardington and Morrow County Board of Commissioners require a grading plan prepared by an Ohio Registered Surveyor, approval from the Engineer and a Storm Water Pollution Prevention Plan approved by the Soil & Water Conservation District, prior to using the site. Material shall not leak or drop

on public streets while being transported.

Areas outside of construction right-of-way within the Village of Cardington and Morrow County Board of Commissioners shall be seeded and mulched in accordance with 659 of the standard specifications at no additional expense to the Village of Cardington and Morrow County Board of Commissioners.

No excess excavation shall be deposited outside of the Village of Cardington and Morrow County Board of Commissioners without written permission of the Engineer, especially topsoil. Contractor shall provide location of dump site for excess soil.

**Trench Protection:**

The contractor shall take all precautions to prevent any caving or settling of excavation or trench walls which could undermine adjoining pavement, endanger the safety of any person engaged in the work or in any way damage the underground installations of adjacent utilities or property; or diminish the trench width necessary for the proper construction of the underground installation or otherwise injure or delay the work. The type and amount of such protection, such as trench boxes, sheeting, shoring, steel plates installed vertically against the trench wall, or bracing shall be consistent with the depth and width of excavation, existing backfill, the composition of water content of the soil, the proximity of structures or other existing utilities, the vibration from equipment and the spoil placement, and shall be in accordance with the latest OSHA regulations and Village of Cardington and Morrow County Board of Commissioners requests.

In order to reduce ground water seepage and provide a stable trench bottom it may be necessary to dewater prior to excavation of the sewer trench and/or provide temporary sumps. The contractor shall be responsible for any damage to adjacent structures, pavements, or utilities, or loss of private well water resulting from dewatering, loss of ground, heave, trench construction, or any other construction methods. The contractor shall protect all existing sewer and utilities that the proposed installation crosses by compacting the backfill under such existing facility or shall protect the existing facility in a manner as approved by the Engineer or the utility owner. If sheeting is used, it may be necessary to drive the sheeting several feet below the bottom of the pipe. When using movable trench supports or sheeting, care shall be exercised so as not to disturb the pipe location, jointing, or bedding material. If steel pile sheeting is used, it shall be held in place by longitudinal beams and cross braces or struts as required to restrain the top of the sheeting. If timber sheeting and bracing is used, it must be of good virgin quality and of hardwood construction. After the pipe has been installed and the bedding material has been placed over the pipe, the removal of any trench protection shall be carefully controlled. The contractor shall demonstrate that the removal of the trench protection will not adversely affect the pipe location and bedding. If sheeting cannot be removed without adversely affecting the pipe location, the engineer may order the sheeting cut off at some point, at least one foot above the top of the pipe and left in place at no additional cost. Any damages to existing pavement or underground utilities due to the lack of proper trench protection will be the Contractor's responsibility to make such repairs at his own expense. Inspector will document all such areas.

**Underground Installation:**

The unit price bid for the various underground installation items shall include, but not be limited to, all excavation, material, labor, bedding, virgin stone backfill, compaction, removal and disposal of existing conduit/structures within the trench line, removal and disposal of concrete encasement/collars, connection to existing storm conduit/sanitary conduit, water conduit, pertinent outlet, or structure, bulkheads, equipment,

above/below ground utility protection and support, maintenance of roadways and temporary stone drives until final pavement/driveway replacement, supporting and protecting underground utility lines, pumping of sewage and/or dewatering area, coring into existing structures to receive new conduit, patching walls of existing structures with red sewer brick and non shrink mortar, installing concrete collars, saddles, water tight connections, pvc wyes & tees, steel mission band couplings, insert a tee on Hancor/ADS pipe, saw cutting of existing conduit, install & removal all necessary trench protection and all other incidental items necessary to install such conduit/structure.

The contractor is to totally familiarize himself with the ground conditions that now or may exist during the construction so as not to adversely affect the integrity of any utility installation or structure on the construction site or adjacent properties. All sanitary sewer and storm sewer construction shall conform to ODOT Item 603.

Any unsuitable material or not approved by the engineer for backfill or used as embankment shall be excess material and shall be disposed of by the contractor off site at his expense.

**Backfill & Compaction Requirements:**

Where the proposed improvements cross existing or proposed pavements, drives, walks, or berm areas including to a point 5 feet beyond such crossings, or where the construction methods used by the contractor result in the trench opening at the surface being less than **45° Zone of Influence** (See Detail), the entire trench backfill shall be premium virgin granular material compacted in layers not to exceed a compacted lift thickness of 15 inches with mechanical/vibrating tampers attached to a backhoe/trackerhoe, meeting 98 percent of maximum laboratory dry unit weight as determined by the standard proctor test. When compaction equipment such as a jumping jack or plate tamper is used, the compacted lift thickness must not exceed 8 inches. Elsewhere, clean earth free of organic material, construction/foreign debris, stones larger than 2" diameter shall be used and properly compacted meeting all ODOT moisture requirements. ODOT does not consider "puddling" an approved method of compaction and is not to be considered by the Contractor when preparing their bid for this project. Compaction over sewer conduits/water lines must be performed as stated herein to receive payment for the conduit/pipe.

Premium granular backfill shall be virgin crushed limestone meeting ODOT Item 304. Crushed slag, granulated slag, slacker aggregate and recycled materials are not permitted. Substitute materials shall be reviewed by the Engineer to determine benefit and cost comparison. The Engineer shall determine credits for an approved substitute. The cost of compacted premium backfill and ten compaction tests at various locations shall be included in the unit price bid for the various sewer conduits.

**Water Work, General:**

The Contractor shall protect & support all existing water mains, service connection and shut-offs encountered. In the event Contractor damages or otherwise is required to remove or relocate existing water services in order to complete the project work, such water work shall be in accordance with the standard construction and material specifications of the City of Cleveland, Division of Water, except as noted. All costs for repair and relocation, and expenses connected with the inspection of the water service connections by the Cardington Water Department and all permits and fees associated with such work shall be the responsibility of the Contractor and included in the Contract unit price bid for the pertinent item requiring water work. The Village

of Cardington and Morrow County Board of Commissioners will not be held financially responsible for “down time” or lost production due to Cardingtons operating procedures or Inspection scheduling.

**Delivery Slips:**

It shall be the obligation of the contractor to submit to the Inspector for the Village of Cardington and Morrow County Board of Commissioners, at the completion of each day's work, delivery slips covering that day's operations and at the completion of the work provided for herein to submit a certified detailed list of all quantities supplied, and deliver to the Engineer, a copy of such certification. Verification of materials used for a specific Bid Item by the Inspector is required for payment. If this procedure is not adhered to the Village of Cardington and Morrow County Board of Commissioners is not required to pay for materials, delivery costs and labor costs.

**Concrete Testing:**

At least two (2) concrete cylinders will be made in the morning and at least two (2) concrete cylinders made in the afternoon during each day concrete is poured. If the amount of concrete poured in either the morning or the afternoon exceeds 30 cubic yards, an additional two cylinders shall be made at every 100 cubic yard interval and at the end of the pour. Slump and entrained air content must be maintained and tested according to ODOT Item 499 with a maximum 4” slump. A minimum of two (2) test beam will be taken in the morning and one in the afternoon on all pavement concrete poured. All test samples shall be taken from a truck that has been partially discharged after the Contractor has achieved desired placement consistency. No test samples shall be accepted if the Contractor takes the samples from the truck and then adds water to the truck before placing the concrete. No test samples will be accepted if the Contractor takes more than the desired number of samples for advanced sample stockpiling. The Village of Cardington and Morrow County Board of Commissioners will withhold 50% of concrete pay items until written results of testing, as specified herein, have been received by the Engineering Department.

In each group of two cylinders, one will be broken at 7 days and one at 28 days after they are made. The cylinders must be taken and tested by an approved testing laboratory in accordance with ASTM methods. The contractor shall be responsible for making all the arrangements for the preparation, testing and delivery of the cylinders to the testing laboratory at the proper time. Concrete technician must be on site at least thirty minutes before concrete is ordered. No concrete will be allowed to be poured after one (1) hour has expired beyond the time stated on the batch ticket furnished by the supplier and the start of discharge.

All costs for these tests shall be paid for by the contractor and be included in the cost bid for concrete items in this Proposal. Concrete which does not meet the minimum specifications or concrete not tested as specified herein **will not be paid** for by the Village of Cardington and Morrow County Board of Commissioners . Concrete test reports must be forwarded to the Engineering Department within 21 days for all concrete poured on this project according to quantities specified herein.

All costs for this testing shall be paid for by the Contractor and be included in the cost for asphalt bid items in this Proposal. All test reports must be submitted to the Engineer within 21 days after installation. Village of Cardington and Morrow County Board of Commissioners will withhold 50% of concrete items until written test results have been submitted to Engineering Department.

**Concrete Washout:**

The cleaning and washing out of concrete trucks after they have discharged their load must be contained in a specified area where the residue can be collected, contained and removed off site by the Contractor at his expense. Discharge of waste material from the washing out of concrete delivery trucks into the Village of Cardington's storm sewer system is **prohibited**, either directly into a catch basin or indirectly by allowing run-off to flow into a catch basin. All violations will result in notification to the Ohio EPA. Cleanup will begin immediately by the Contractor who will pay all expenses incurred by Village of Cardington and Morrow County Board of Commissioners personnel and equipment responding to this event. These monies will be deducted from the Contractor's monthly invoice.

**Final Clean Up:**

Prior to final payment, the Contractor shall make a final clean up of the project to the satisfaction of the Village of Cardington and Morrow County Board of Commissioners, at no additional cost. All excess waste left as a result of the work connected with this contract shall be cleaned up and removed by the contractor and the project area, including access streets, restored to their original condition as soon as possible.

**Contract "Change Orders" and "Modifications"**

A "change order" shall be specifically defined as a change to the Current Contract Price, and will require authorization from the Village of Cardington and Morrow County Board of Commissioners . This change in contract price can be an increase or a decrease in the Current Contract Price.

For example, at the end of the project, any remaining balance on the contract that is unused, shall be zeroed out of the contract by way of a change order, decreasing the Current Contract Price and the new total will represent the Final Contract Price. During construction, any change in the scope of work, unforeseen conditions, etc. that requires an increase in the Current Contract Price will also require a change order and the new total will represent the "new" Current Contract Price.

Change orders are not required for increases or decreases in the quantities of individual bid items or for the use of a portion of any of the "allowance" bid items, provided the changes do not cause the total project cost to exceed the Current Contract Price. These changes will be dealt with as a "modifications" and shall be documented appropriately in the pay schedule and by the inspector in the field.



**EXPLANATION OF “MISCELLANEOUS” BID PRICING FORM LINE ITEMS**

**REF # 61      Item 201      Clearing and Grubbing**

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This item has been included in the contract for removal / trimming of all vegetation, trees, etc., that are impacted by the proposed project. No removals or trimming shall be done without prior verification by the engineer. The contractor shall review the project site and become familiar with the amount of clearing and grubbing required to complete the project, as part of the bidding process. Costs for all work, labor, equipment, and materials shall be included in the lump sum bid for this item.

**REF # 62      Item 624      Mobilization**

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This item has been included in the contract to allow the contractor to meet the requirements of the plan and item 624. Costs for all work, labor, equipment, and materials shall be included in the lump sum bid for this item.

**REF # 63      Item Special      Pot-Holing Existing Utilities**

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This item has been included in the bid for the following purpose.

- To allow the contractor to coordinate with OUPS to mark location of existing utilities.
- To allow the contractor to dig test holes to locate existing utilities that may be crossed or may be potentially conflicting with future utility construction. This item shall also be used to locate existing water services, sewer services, as well as electric, phone, cable, and gas services.
- This work shall commence prior to construction of any proposed mains or services, so that any potential conflicts can be resolved, prior to full construction operations.
- Should the contractor elect to not perform this work, there shall be no additional claims related to unknown locations of utilities, services, or delays, due to conditions that could have been foreseen with full utilization of this line item.

The unit price bid for this item shall include labor, material, and equipment necessary to complete this item as specified and required.

**REF # 64      Item Special      Adjustment to Utilities**

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This item has been included in the contract to allow the contractor to adjust-to-grade all utility castings, boxes, etc., that are impacted by the proposed construction. The contractor shall review the project site and become familiar with the number and location of all utilities that will require adjustment to final grade, as part of the bidding process

- This does not include storm or sanitary structures.

The lump sum price bid for this item shall include labor, material, and equipment necessary to complete this item as specified and required.

**REF # 65      Item Special      Utility Repairs**

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This item has been included in the contract to allow the contractor to repair utilities and utility services damaged during construction operations. The contractor shall review the project site and plans to become familiar with the potential number of conflicts with the proposed work, as part of the bidding process.

All mains and services shall be marked by the utility companies, following the oups call, prior to construction. The contractor shall work with the utility companies to locate and avoid damage to existing utilities, including services. Handwork around utility lines shall be expected.

The lump sum price bid for this item shall include labor, material, and equipment necessary to complete this item as specified and required.

**REF # 66      Item Special      Miscellaneous Removal/Relocation**

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This item has been included in the contract to allow the contract to remove, relocate, and/or reconstruct any existing mailboxes, signs, or other appurtenances within the right-of-way which conflict with the contractor's work. The contractor shall field review the project, prior to bidding, to include the appropriate costs in the bid item. For mailboxes, this item shall include costs for temporary mailboxes during construction and relocation/restoration of mailboxes/posts. Costs for all work, labor, equipment, and materials shall be included in the lump sum bid for this item.

**REF # 67      Item Special      Project Video**

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When this item is called for on the plans or in the proposal the contractor shall provide three (3) copies of digital video, of the entire project limits, and all detour routes used as part of this project as follows:

- Video shall be provided at the preconstruction meeting
- Video shall be provided on a dvd
- Video shall cover all street, r/w, and private property conditions, prior to construction, to protect the contractor and city from future liability

The lump sum price bid for this item shall include labor, material, and equipment necessary to complete this item as specified and required.

**REF # 68      Item Special      Project Bonding**

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This item has been included in the contract to allow the contractor to itemize the cost of meeting all bonding requirements of the project (ie. Performance bond, maintenance bond, etc.)

The lump sum price bid for this item shall include all costs necessary to complete this item, per the contract documents.

**REF # 69      Item Special      OPWC & CDBG Sign**

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This item has been included in the contract to allow the contractor to itemize the cost of providing the OPWC Sign and the CDBG Sign, as detailed herein, with community names, etc. to be provided by the Engineer.

The lump sum price bid for this item shall include all costs necessary to complete this item, per the contract documents.

**EXPLANATION OF “ALLOWANCES” BID PRICING FORM LINE ITEMS**

**REF # 71      Item 623      Construction Layout Stakes**

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An Allowance has been included in the bid form to provide construction layout staking for the project, as specified below:

- An estimated number of hours for on-site staking by the Engineer’s survey crew have been provided for in the Allowance.
- Support costs for office calculations and professional surveyor oversight has also been included in the Allowance.
- The Allowance amount represents our best estimate of necessary construction staking, including a 10% contingency for re-staking on the project.
- Prior to commencing construction, the awarded contractor and the Engineer’s surveyor shall discuss & determine the survey needs and the estimated hours required for staking, including 10% re-staking, in accordance with the contractor’s proposed work schedule.
- Once the scope of work and estimated hours of staking has been agreed to by the contractor and Engineer’s surveyor, work may begin on the project
- Should the estimated cost for this agreed upon work exceed the value of the Allowance, a change order shall be processed accordingly to cover the difference.
- All costs for survey requests for staking and/or re-staking which exceed the agreed upon scope of work and estimated hours shall be borne by the contractor. Deductions shall be made from future pay applications to cover the overage.
- The Village shall pay the Engineer’s surveyor directly for this work, using this line item.
- Unused funds shall be credited to the Village of Cardington and Morrow County Board of Commissioners.

**REF # 72      Item Special      As-Built Plans**

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An allowance has been included in the bid form to provide As-Built Plans for the project.

The following items shall be provided, as applicable:

- Streets: Top of Curb elevations @ 50’ c/c (10’ c/c on radius returns) –or – Centerline of Pavement @ 50’ c/c (uncurbed streets)
- Sanitary sewer: location/elevation of all manhole and sewer mains.
- Waterline: location of all hydrants & valves, revisions to the water main horizontal location, vertical location, etc. (location only for services).
- Storm sewer: location/elevation of all manholes, catch basins, yard basins, headwalls, & pipes.
- Private utilities: location/depth of all gas, telephone, power, and cable tv.
- Graphics requirement: line-out proposed information and list/show as-built information adjacent to it.
- Note: one (1) hard copy and one (1) scanned copy (pdf) of red-lined plans.

The contractor shall record/red-line plans in the field during construction with dimensions, etc., necessary to re-create record documents in the office. This is especially important for waterline projects.

The Engineer or his designated Professional Surveyor shall sign & seal the As-Built Plans.

The Village shall pay the Engineer's surveyor directly for this work, using this line item.

Unused funds shall be credited to the Village of Cardington and Morrow County Board of Commissioners.

**REF # 73      Item Special      Contingency Allowance**

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An allowance has been included in the bid form to cover unforeseen conditions and/or extra items required by the project. Contractor shall not modify the amount shown in the bid form. Allowance shall be utilized and dispersed only as directed by the engineer.

The price bid for this item shall include labor, material, and equipment necessary to complete this item as specified and required.

## **Details**

The following pages provide project details for use on the project.

- No “Project Details” are provided in this section.

## **Plans**

The following pages represent the plan sheets associated with this project.

- 1930 Waterline Replacement Project
- Dated June 10, 2015 .