

**CENTER STREET IMPROVEMENTS – PHASE 1, PART 1
(CIP LB-17)**

**CITY OF HILLIARD
DEPARTMENT OF PUBLIC SERVICE
3800 MUNICIPAL WAY
HILLIARD, OHIO 43026**

**CLYDE R SEIDLE, P.E.
DIRECTOR OF PUBLIC SERVICE**

BID SUBMITTED BY: _____

COMPANY

ADDRESS

CITY

STATE

ZIP

Phone: _____

Fax: _____

Email: _____

Date of Submission: _____

BIDDING DOCUMENTS SHALL BE SUBMITTED IN THEIR ENTIRETY

Table of Contents
CITY OF HILLIARD, OHIO

CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)

Item	Pages
Bidder's Checklist	3
Notice to Contractors	5
Description of Project	8
Information for Bidders	9
General Conditions	17
Contract, Proposal, Standard Documents	34
Appendix A. Bid Schedule	
Appendix B. Special Specifications	
Appendix C. Detailed Specifications & Standard Drawings	
Appendix D. Prevailing Wage Contract: Yes (X) No () -- If yes, the contractor shall obtain the latest federal prevailing wage rates; Contractor is responsible for paying federal prevailing wage rates at the time that the work is being conducted.	

BIDDER'S CHECKLIST

If this checklist is not completed and attached to a bid package, the bid will be disqualified.

This checklist is provided in order to ensure that all bids submitted include required signatures and information. This checklist **must** be copied from the bid book and attached as the cover sheet to the bid book prior to sealing and submitting bid.

BID SUBMITTED BY: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

(E-mail of contact person for bid)

PROJECT NAME: _____ **CIP NUMBER:** _____

DATE OF BID SUBMISSION: _____

Bid documents **must** be submitted in their entirety. Bidders **must** submit the entire bid book to the office of the Director of Recreation and Parks, or to the City staff person as identified in the bid notice. **Do not unbind bid book and submit individual pages.** Documents that you must sign or include cannot be submitted separately – they must all be included in a bid book.

The bid submission **must** be clearly marked and submitted in a sealed envelope to the office and person identified in the bid notice. The following items **must** be completed and included in the bid submission in order to qualify as bid. Please respond to each item below with a checkmark in the appropriate column.

1. Addenda received and included with this bid: _____ Yes _____ No

Indicate number of addenda received: _____

Addenda(s) are signed by bidder to acknowledge receipt: _____ Yes _____ No

2. Current Certificate of Workers' Compensation is attached to Section 4 of this bid book. _____ Yes _____ No

3. Bid Guaranty and in Section 8 of Contract, Proposal and Standard Documents Section of this bid book, is completed and enclosed: Yes No
- Form of Bid Bond: Surety Company Cashier's Check
 Certified Check Letter of Credit
4. Non-Collusion Affidavit in Section 9(a) of Contract, Proposal and Standard Documents Section of this bid book is signed by bidder and notarized: Yes No
5. Unresolved Finding for Recovery Affidavit in Section 9(b) of Contract, Proposal and Standard Documents Section of this bid book is signed and notarized: Yes No
6. Resources and Experience of Bidder in Section 10 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed: Yes No
7. List of Substitutions in Section 11 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed: Yes No
8. Non-Delinquent Tax Affidavit in Section 13 of Contract, Proposal and Standard Documents Section of this bid book is signed by bidder and notarized: Yes No
9. List of Subcontractors in Section 12 of Contract, Proposal and Standard Documents Section of this bid book is completed and enclosed: Yes No
10. Bid proposal in Appendix A of this bid book is complete, signed, and Federal Tax ID is provided: Yes No
11. I understand that if my company is notified that the City intends to award the contract to it, I will have the following provision, and no other language, included in the Certificate of Liability Insurance that must be provided to the City:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail written notice to the City pursuant to the policy provisions." _____ Yes

12. Your unique nine-digit Dun & Bradstreet number is: _____
Your optional digit DUNS Plus number is: _____

13. Documentation is attached to the bid indicating that bidder is in good standing with the Drug-Free Workplace Program or a similar program approved by the Ohio Bureau of Workers' Comp. _____ Yes _____ No

I certify that the above items were included in the bid package at the time our bid was submitted to the City.

Title of Authorized representative of Company/Bidder

Signature

Print Name Title

Date

NOTICE TO CONTRACTORS

Sealed bids addressed to the Director of Public Service, City of Hilliard, 3800 Municipal Way, Hilliard, Ohio 43026 and endorsed “**CENTER STREET IMPROVEMENTS – PHASE 1, PART 1 (LB-17)**” will be received by the City of Hilliard, Franklin County, until **2:00 P.M. (Local Time), Thursday, October 1, 2015** at which time and place all bids will be publicly opened and read aloud for the following:

CENTER STREET IMPROVEMENTS – PHASE 1, PART 1 (LB-17)

All bidders must register as a potential bidder with Key Blue Prints, Plan Key Services, 195 East Livingston Avenue, Columbus, Ohio 43215, in order to place a bid on this project. Registration is required to assure all bidders receive any clarifications or addenda.

Copies of the Contract Documents, Specifications, and Plans are on file with Key Blue Prints, Plan Key Services, 195 East Livingston Avenue, Columbus, Ohio 43215 where they are available for inspection by prospective bidders. Contract Documents, Specifications, and Plans may be obtained from Key Blue Prints for a non-refundable fee of **Sixty Dollars (\$60.00)**.

The Engineer’s estimated construction cost for the base bid Project is **Three Hundred Eighty-Five Thousand Five Hundred Dollars (385,500.00)**. This Project includes an alternate bid, awarded at the City’s sole discretion, with an estimated construction cost of **Seventy Thousand Dollars (\$70,000.00)**.

Failure to fully and accurately complete the bid documents shall be considered grounds for rejecting the bid. Bids may be withdrawn at any time before the scheduled closing time for receipt of bids, but may not be modified and resubmitted. **No bid will be accepted if it exceeds the Engineer’s cost estimate by more than ten percent (10%).**

Technical questions about the project should be submitted in writing to Brian Saunders, P.E., with E.P. Ferris & Associates, at bsaunders@epferris.com. Questions about contract documents should be addressed to Clyde R. Seidle, Director of Public Service, City of Hilliard, Ohio at cseidle@hilliardohio.gov or 3800 Municipal Way, Hilliard, Ohio 43026.

The Owner requires that this Project be complete by June 30, 2016.

This project is subject to prevailing wage and bidders must comply with the prevailing wage rates on Public Improvements in Franklin County and the City of Hilliard, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239. Bid security must be furnished with all bids. If the bid is accepted, a contract must be executed and a satisfactory contract bond furnished, conditioned according to law, in the amount of one hundred percent (100%) of the contract price, within ten (10) days after Notice of Award. Sureties on all bonds must be satisfactory to the City.

The City reserves the right to reject any or all bids. An award will be made to the lowest and best bidder, taking into consideration such factors as the qualifications, past performance, efficiency and responsibility of the bidder along with the price of the bid. Informalities in making out the bid may be waived at the option of the City.

Clyde R. Seidle, P.E.
Director of Public Service
Hilliard, Ohio

Advertise Dates – Hilliard This Week News: Thursday, September 10, 2015

Thursday, September 17, 2015

Bid Opening Date/Time: Thursday, October 1, 2015 at 2:00 p.m. local time
3800 Municipal Way, City Council Chambers
Hilliard, Ohio

DESCRIPTION OF THE PROJECT

The **CENTER STREET IMPROVEMENTS – PHASE 1, PART 1 (LB-17)** project consists of reconstruction and realignment of approximately 500 LF of Center Street between Main Street and Wayne Street. Work includes construction of new storm sewers, catch basins, sidewalks, concrete curb, curb ramps, waterline, street lights, and traffic control. Center Street may be closed to vehicular traffic during active construction activities; however, pedestrian access to local businesses shall be maintained at all times. During winter shut down or during periods of inactivity greater than one week, Center Street shall be opened to one-way northwestbound traffic with pavement maintained.

This project includes an alternate bid, which consists of storm sewer and pavement reconstruction for an alley located parallel to and northwest of Main Street between Franklin Street and Hilliard's Station Park.

The completion of the Project shall be no later than June 30, 2016.

The Engineer's estimated construction cost for the base bid Project is **Three Hundred Eighty-Five Thousand Five Hundred Dollars (385,500.00)**. The Engineer's estimated construction cost for the alternate bid project is **Seventy Thousand Dollars (\$70,000.00)**.

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS
2. PREPARATION OF BID
3. SUBSTITUTION OF MATERIALS
4. SUBCONTRACTS
5. BID MODIFICATIONS
6. QUALIFICATION OF BIDDER
7. BID SECURITY
8. CONTRACT AWARD AND EXECUTION
9. INSURANCE
10. POWER OF ATTORNEY
11. NOTICE TO PROCEED/TIME OF COMPLETION
12. CONDITIONS OF WORK
13. ADDENDA AND INTERPRETATIONS
14. LAWS AND REGULATIONS
15. OBLIGATION OF BIDDER
16. INCOME TAX
17. CONFLICTS OF INTEREST
18. OCCUPATIONAL SAFETY AND HEALTH ACT
19. ESTIMATE OF QUANTITIES
20. PAYROLL
21. RELEASE OF FINAL PAYMENT

1. RECEIPT AND OPENING OF BIDS

The City of Hilliard (hereinafter called the "Owner") invites bids on the forms provided. Bids will be received by the Owner at the office of the Department of Public Service until **2:00 p.m.** local time **Thursday, October 1, 2015** at which time and place all bids will be publicly opened and read aloud. The envelope containing the bid must be sealed, addressed to the Director of Public Service of the City of Hilliard, 3800 Municipal Way, Hilliard, Ohio 43026 and designated as the **CENTER STREET IMPROVEMENTS – PHASE 1, PART 1 (LB-17).**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. Bids may be withdrawn at any time before the scheduled closing time for receipt of bids, but may not be modified and resubmitted. Modification of bids without withdrawal is addressed in Section 5.

2. PREPARATION OF BID

Each bid must be submitted on the forms provided. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and must be clearly legible. **The entire bid book must be submitted.** Prices for labor and materials shall be quoted separately. No additional prices or qualifying clauses shall be written in.

Each bid must contain the full name, address and telephone number of each bidder interested in the same.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address and phone number, and the name of the Project for which the bid is

submitted. When forwarded by mail, the sealed envelope containing the bid must be in another envelope addressed as specified in Section 1.

All supplementary bid documents included within these Bid Documents must be completed and submitted with the bid, as stated in the Bidder's Checklist that must be completed and submitted with the bid package.

No bid will be accepted if it exceeds the Engineer's cost estimate on the base bid by more than ten percent (10%).

3. SUBSTITUTION OF MATERIALS

Equivalent materials may be substituted for those referred to by brand name in the detailed specifications. The substitutions are to be listed by brand name on the substitution sheet in the proposal. The bidder shall furnish the Owner complete literature and specifications for each proposed equivalent substitution with the bid. Equivalent materials approved for use by the Owner shall be applied per manufacturer's recommendations. It shall be the sole judgment of the Owner as to the acceptability of the proposed substitution.

4. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner, and must abide by applicable terms and conditions contained herein. The attached List of Subcontractors must be completed and submitted with the bid. If no subcontractors are contemplated to be used by the bidder, then the form should state "None."

5. BID MODIFICATIONS

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, providing such written communication is received by the Owner prior to closing time. The written communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. QUALIFICATION OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including without limitation completion and submission of the attached Resources & Experience of Bidder form. The Owner reserves the right to reject any bid if the information submitted by, or investigation of such bidder, fails to satisfy the Owner that the contractor will be able to timely, satisfactorily and professionally complete the work contemplated therein. Conditional bids will not be accepted.

7. BID SECURITY

Bidders are required to comply with current Ohio Law which provides that bid security shall be in the form of a bond for the full amount of the bid, with a corporate Surety approved by the Owner, or a certified check, cashier's check, or irrevocable letter of credit equal to ten percent (10%) of the amount of the bid. The Bid Guaranty form attached to these Bid Documents should be used.

All certified checks, bonds, etc., shall be made payable to the City of Hilliard, Ohio.

Such cash, checks or bid bonds shall be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned within ten (10) days after the Owner and the accepted bidder have executed the Contract, or if no award has been made within 60 (sixty) days of the opening of the bid, upon demand of the bidder at any time thereafter, so long as it has not been notified of the acceptance of its bid.

8. CONTRACT AWARD AND EXECUTION

After the bids are opened and read aloud, they will be compared on the basis of the summation of the products of the approximate quantities shown in the Bid Proposal by the total (sum of labor and material) price. In the event of a discrepancy between the total (sum of labor and material) price and the extensions, the total (sum of labor and material) price shall govern. The Owner shall also determine any alternate items as stipulated in the Bid Proposal to be performed and they will be included in the above summation. The right is reserved to reject any or all bids, to waive technicalities or to advertise for new bids, if in the judgment of the Owner, its best interests will be served thereby.

The award of the work, if it is awarded, will be made as soon as is reasonably possible after the opening of the bids, to the lowest and best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the qualification of the bidder to whom it is proposed to award the contract.

The Owner reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. If the Contractor changes its position, economically or otherwise, after receiving a verbal or written notice of award and in reliance upon the Owner executing the Contract, the Contractor shall do so solely at its own risk and the Owner will not incur any liability from the Contractor's change of position.

The bidder to whom the work is awarded will be required to execute the Contract and to furnish the required Contract Bond and Certificates of Insurance within ten (10) calendar days from the date when the Notice of Award is communicated in writing to the successful bidder.

A Contract Bond in the amount of one-hundred percent (100%) of the Contract Price, with a corporate Surety approved by the Owner, will be required for the faithful performance of the Contract. The Contract Bond included herein should be used. The Contract Bond shall remain in effect until the expiration of the one-year guarantee period as assurance of the guarantee herein stipulated.

A bid guaranty, contract bond, payment bond, maintenance bond or any combination thereof executed by a surety not licensed, or a surplus lines company not approved, by the Superintendent of Insurance to execute such a bond in the State of Ohio shall be considered non-responsive and the bid shall be rejected.

9. INSURANCE

(a) Contractor's Liability Insurance. The Contractor shall purchase and maintain:

(i) Such liability and other insurance on an occurrence basis as will protect it and the Owner from claims set forth below which arise out of or result from the Contractor's execution of the work, whether such execution be by itself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(A) Claims under Workers' Compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;

(B) Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance; and

(C) Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.

In order to comply with this requirement, the Contractor shall furnish and attach to each executed set of the Contract Documents, a copy of the Workers' Compensation Certificate showing that the Contractor has paid its Workers' Compensation insurance premium. Renewal certificates shall be furnished as necessary during the life of the Contract.

(ii) A Commercial General Liability policy and Business Automobile Liability policy, separately or combined, issued to the Contractor and protecting it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under it, in the limits as set forth below. The policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

(A) Contracts in the amounts of \$100,000 or less shall require coverage in the amount of not less than \$1 million general aggregate and \$500,000 per occurrence.

(B) Contracts in excess of \$100,000 shall require coverage in the amount of not less than \$2 million general aggregate and \$1 million per occurrence.

(C) The Business Automobile Liability policy shall cover owned, non-owned and hired vehicles and carry a \$1 million coverage amount.

(b) Builder's Risk

Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the certificate of completion, a Builder's Risk insurance policy in the amount equal to 100% (one hundred percent) to cover all Work in the course of construction including without limitation falsework, temporary buildings, and structures and materials used in the construction process, stored on or off site, or while in transit. Such insurance shall insure against perils of fire and extended coverage and physical loss or damage including, without limitation, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse and water damage. It shall also include debris removal, demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for the Owner's services and expenses required to limit further loss and shall include provision to pay the reasonable extra costs of expediting temporary and/or permanent repairs to, or permanent

replacement of, damaged property. The policy shall specifically permit and allow for partial occupancy by the Owner prior to acceptance of the Work.

If the Contractor is involved solely in the installation of materials and equipment and not in new building construction, the Contractor shall purchase and maintain sufficient builder's risk insurance coverage in the amount equal to 100% (one hundred percent) of the cost of the materials and equipment.

(c) Umbrella Excess Liability Insurance to extend existing policies to the required limits will be accepted.

(d) Certificates of Insurance acceptable to the Owner and naming the Owner as an additional insured shall be filed with the Owner prior to execution of the Contract. In no event shall any failure of the Owner to demand a copy of the required Certificate of Insurance be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained and naming the City as an additional insured. These certificates shall contain the following provision in the cancellation section by itself, without any other language or limitation: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will provide the City with notice pursuant to the policy provisions."

(e) The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until the date of full completion. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

(f) Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of a loss, regardless whether the Contractor or the Owner, as the additional insured, files a claim.

(g) The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner.

10. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds and/or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney granting the authority for their signatures.

11. NOTICE TO PROCEED/TIME OF COMPLETION

After award of the Contract, the City will issue to the successful bidder a Notice to Proceed, which notice shall provide written direction to the Contractor as to what work shall be performed. The Bidder must agree to commence work within ten (10) calendar days after the date of the Contract (Date of the Contract is the date of execution by the Owner) and be **complete by June 30, 2016**. All work under the Contract, including all punch list items shall be fully complete by that time. The Owner reserves the right to issue a "Limited Notice to Proceed", which notice shall provide written direction to the Contractor as to a portion of the work that may or shall be commenced.

12. CONDITIONS OF WORK

Each bidder must be knowledgeable about the conditions relating to the construction of the Project and the employment of labor therefor. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

13. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder.

If any person contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, they may submit a written request for an interpretation thereof to Clyde R. Seidle, P.E, at cseidle@hilliardohio.gov with a copy to Brian Saunders, P.E., E.P. Ferris & Associates, at bsaunders@epferris.com. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed, faxed, emailed, or delivered to each person receiving a set of such Contract Documents. Any such Addenda shall become part of the Contract Documents. The time for opening the bids shall be extended for one week if, within seventy-two (72) hours before the date set for the opening of bids, the Owner mails or otherwise furnishes to prospective bidders a modification of its plans, specifications, or cost estimate for the project. Requests for contract interpretation received within 72 hours prior to the time and date bids are due may be addressed by the City in an addendum at its sole discretion. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents. Documents received after 2:00 PM on Friday will be marked received on the following Monday. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under its bid as submitted.

14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and shall be deemed to be included in the Contract the same as though actually reproduced herein.

15. OBLIGATION OF BIDDER

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

16. INCOME TAX

Pursuant to the laws of the City of Hilliard, there will be a tax collected by the City on all salaries, wages, commissions and other compensation earned by residents and non-residents of the City for work done or services performed or rendered in the City; and on the net profits earned on all businesses, professions, corporations or other activities, both resident and non-resident, as the result of work done or services performed or rendered in the City.

The current provisions for this tax are contained in Ordinance 94-10 of the City of Hilliard, Ohio and contained in Chapter 181 of the City's Codified Ordinances

Bidders are advised to become knowledgeable of their responsibilities under the aforementioned tax provisions. Information is available by contacting the Hilliard Tax Administrator, Hilliard Municipal Building, and by accessing the City's website at www.hilliardohio.gov, under the City Code.

If this Project is being undertaken with another municipality, Contractor shall also pay tax to the respective City for work performed in that municipality. Taxes will be collected based upon location of work.

17. CONFLICTS OF INTEREST

No officer, member or employee of the Owner and no member of its governing body, and no other public official of the governing body of the localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects a personal interest, or have any personal or pecuniary interest, directly or indirectly, in this Contract or the proceeds thereof.

18. OCCUPATIONAL SAFETY AND HEALTH ACT

Special attention of Bidders is also directed to the requirements of O.S.H.A. The successful Contractor will be required to observe all provisions of that Act, which are by reference included in the provisions of these specifications as if actually reproduced herein and shall be responsible for their enforcement.

19. ESTIMATE OF QUANTITIES

The quantities, if so listed in the Bid Schedule, Appendix A, are to be considered as approximate and are to be used for comparison of bids only. Quantities used for final payment will be based on actual used or calculated measurements, whichever is less. All field measurements of quantities used for payment shall be made by the Contractor in the presence of the Engineer or his authorized representative.

20. PAYROLL

The Contractor shall submit, on standard payroll forms, with original signature, a payroll for each week of the work. Before final payment will be made, these forms together with a letter certifying all payrolls have been submitted must be on file with the City.

21. RELEASE OF FINAL PAYMENT

The attention of the Contractor is directed to Section 19.6 and 20.1 of the following section titled "General Conditions."

Before the final payment will be released, the Contractor shall submit to the City of Hilliard an affidavit attesting under oath that all claims and obligations arising from performance of the work under this Contract have been paid, discharged or waived.

GENERAL CONDITIONS

1. DEFINITIONS
2. ADDITIONAL INSTRUCTIONS AND
DETAIL DRAWINGS
3. SCHEDULES, REPORTS AND
RECORDS
4. PLANS AND SPECIFICATIONS
5. SHOP DRAWINGS
6. MATERIALS, EQUIPMENT, SERVICES
AND FACILITIES
7. INSPECTION AND TESTING
8. SUBSTITUTIONS
9. PATENTS
10. SURVEYS, PERMITS, REGULATIONS
11. PROTECTION OF WORK, PROPERTY,
PERSONS
12. SUPERVISION BY CONTRACTOR
13. CHANGES IN THE WORK
14. CHANGES IN CONTRACT PRICE
15. TIME FOR COMPLETION AND
LIQUIDATED DAMAGES
16. CORRECTION OF WORK
17. SUBSURFACE CONDITIONS
18. SUSPENSION OF WORK,
TERMINATION AND DELAY
19. PAYMENTS TO CONTRACTOR
20. ACCEPTANCE OF FINAL
PAYMENT AS RELEASE
21. CONTRACT SECURITY
22. ASSIGNMENTS
23. INDEMNIFICATION
24. SEPARATE CONTRACTS
25. SUBCONTRACTING
26. ENGINEER'S AUTHORITY
27. LAND AND RIGHTS-OF-WAY
28. GUARANTY
29. TAXES
30. NIGHT, HOLIDAY & SUNDAY
WORK
31. CLEAN UP AFTER COMPLETION
32. SANITARY REGULATIONS
33. NON-DISCRIMINATION IN
EMPLOYMENT/AFFIRMATIVE
ACTION
34. REFERENCE STANDARDS
35. ESTIMATE OF QUANTITIES
36. "AS-BUILTS"
37. RECORDS & REPORTING
REQUIREMENTS
38. DRUG-FREE WORKPLACE
39. CLAIMS
40. MEDIATION
41. GOVERNING LAW
42. STANDARD OF CARE

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA – Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections.
- 1.3 BID – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 BIDDER – Any person, firm or corporation submitting a bid for the work.
- 1.5 BONDS – Bid Guaranty and Contract and other instruments of security, furnished by the Contractor and its surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER – A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an

- adjustment in the Contract price or Contract time based upon the addition, deletion or revision in the work to be performed.
- 1.7 CONTRACT DOCUMENTS – The Contract, including Notice to Contractors, Information for Bidders, description of Project, bid schedule, bid proposal, Bid Bond, Contract Bond, general conditions, special and detail specifications, plans, and addenda.
 - 1.8 CONTRACT PRICE – The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
 - 1.9 CONTRACT TIME – The number of calendar days stated in the Contract Documents for the completion of work.
 - 1.10 CONTRACTOR – The person, firm, partnership, association or corporation with whom the owner has executed the Contract.
 - 1.11 PLANS – The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
 - 1.12 ENGINEER – The City Engineer of Hilliard, Ohio or its designated Project representative.
 - 1.13 FIELD ORDER – A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during the construction.
 - 1.14 NOTICE OF AWARD – The written notice of the acceptance of the bid from the Owner to the bidder.
 - 1.15 NOTICE TO PROCEED – Written communication issued by the Owner to the Contractor authorizing it to proceed with the work and establishing the date of commencement of the work.
 - 1.16 OWNER – The City of Hilliard, Ohio.
 - 1.17 PROJECT – The subject of the Contract Documents which the Owner has hired Contractor to perform and complete.
 - 1.18 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data prepared by the Contractor, a sub-contractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
 - 1.19 SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
 - 1.20 SUB-CONTRACTOR – An individual, firm or corporation having a direct contract with the Contractor or with any other sub-contractor for the performance of a part of the work at the site.
 - 1.21 SPECIAL SPECIFICATION – Modifications to general conditions and supplemental detail specifications.
 - 1.22 SUPPLIERS – Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor, other than delivery, at the site.
 - 1.23 WORK – All labor necessary to complete the Project and produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.24 WRITTEN NOTICE – Any notice to any party of the Contract relative to any part of the Contract, in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to such party at its last given address, delivered in person to such party or its authorized representative, faxed to such party or its authorized representative with receipt confirmation; or e-mailed to such party or its authorized representative with receipt confirmation.

2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.

2.2 The additional drawings and instruction thus applied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. **SCHEDULES, REPORTS AND RECORDS**

3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable, as are required by the Contract Documents for the work to be performed.

3.2 Prior to the pre-construction meeting, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the Contractor will start the various parts of the work, estimated date of completion of each part and, as applicable, the following:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The Contractor shall also submit a schedule of payments that it anticipates to invoice during the course of completing the Project.

4. **PLANS AND SPECIFICATIONS**

4.1 The intent of the plans and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

4.2 In the event of a conflict between the plans and specifications, the plans shall govern. Figure dimensions on plans shall govern over scale dimensions, and detailed plans shall govern over general plans.

4.3 Discrepancies discovered by Contractor between the plans and specifications and site conditions or any inconsistencies or ambiguities in the plans or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the contractor after discovering such discrepancies, inconsistencies or ambiguities and prior to the Engineer's approval or corrections, shall be done at the Contractor's risk and Contractor may have to redo the work at its own expense and without compensation by Owner.

4.4 The plans and specifications prepared for this Project are intended to be complete. Anything called for in the specifications and not shown on the plans or shown on the plans and not called for in the specifications, must be furnished by the Contractor as part of the Project as though appearing in both.

5. SHOP DRAWINGS

- 5.1 The contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from requirements in the Contract Documents shall be evidenced by a written change order.
- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6. MATERIALS, EQUIPMENT, SERVICES, AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Unless specifically stated otherwise, all materials and equipment incorporated in the work shall be new, unused, and undamaged.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the sub-contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.6 All steel and iron products must meet the requirements of ODOT C&MS 106.09.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 The owner shall provide all inspection and testing services not included as a part of the work and services to be provided by Contractor.
- 7.3 The Contractor shall provide, at its expense, the necessary testing and inspection services required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved

by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

- 7.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from its obligations to perform the work in accordance with the requirements of the Contract Documents.
- 7.6 The Owner and its representatives and agents will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.
- 7.7 No work shall be covered prior to inspection, and approval to do so is required by the Engineer or its authorized representative. If any work is covered without inspection and without permission to do so, the Contractor, upon request of the Engineer or its authorized representative, shall uncover the work for inspection, at its own expense.
- 7.8 If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

8. **SUBSTITUTIONS**

- 8.1 Whenever a material, article or piece of equipment is identified on the plans or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function, for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the sole discretion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.
- 8.2 In considering the suitability of substitutes, in addition to equality of substance and function, economy of maintenance and operation, availability of repair parts and duration of life shall be considered. In those instances in which a particular brand or make of material, device or equipment is required to be stated by the Contractor in the bid, the Contractor will be required to provide the item so indicated unless approved by the Engineer, by field order or change order.

9. **PATENTS**

- 9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall hold and save the Owner harmless from loss on account thereof. If the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The Owner shall furnish all boundary surveys and establish all baselines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pole locations and other working points, lines, elevations and cut sheets.
- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in the case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the special specifications. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in section 13, Changes in the Work.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees, and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.
- 11.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the engineer or owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and request that a change order be issued covering the changes and deviations involved, which may be issued upon just determination by the Owner.
- 11.4 The locations of utilities and structures, both surface and subsurface, are shown on the plans from data available at the time of survey and are not certified by the Owner to be complete or correct. The exact location and protection of utilities and structures is the responsibility of the Contractor. During construction, the Contractor shall use diligence in protecting from damage, all existing utilities and structures whether shown on the plans or not. If damage is caused, the Contractor shall be responsible for the repair or restoration of same in accordance with the directions of the Engineer and for any resulting contingent damage, including financial claims

- 11.5 The Contractor will be held responsible for any and all materials or work to the full amount of payments made thereon, and will be required to make good, at its own cost, any injury or damage which said materials or work may sustain from any source or cause whatsoever, before final acceptance thereof. During periods of wet, freezing or severe winter weather, the Contractor shall provide the necessary drainage, heating facilities and other protection for the work.

If upon notification, the Contractor fails to take positive action to correct the drainage, heating or protection deficiencies within 24 hours, the Owner will do so at the Contractor's expense. The cost of correcting the deficiencies will be deducted from the Contract Price.

12. SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the work and will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.

13. CHANGES IN THE WORK

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

- 13.2 The Engineer also may, at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to change a Contract Price or Contract Time, or both, in which event the Contractor shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract Price or Contract Time within fourteen days (14) days. However, the Contractor shall not execute such changes pending the receipt of an executed Change Order or further written instructions from the Owner.

14. CHANGES IN CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and time for completion of the work are essential conditions of the Contract Documents and the work shall be commenced on a date specified in the notice to proceed.

- 15.2 The Contractor will proceed with the work at a rate of progress which will insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time stated in the Contract for the completion of the work described herein is a reasonable time, taking into consideration the nature of the work, its level of complexity, the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 15.3 If the Contractor fails to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor shall pay to the Owner the amount of liquidated damages as specified in paragraph 15.5 for each calendar day that the Contractor shall be in default after the time stipulated above and for all expenses of engineering and inspection after the date set for completion. The Owner shall have the right to deduct all or any unpaid balance of said liquidated damages and engineering and inspection expenses from any money due the Contractor. The amount still owing, if any, after such deduction, shall be paid on demand by the Contractor or his Surety. Such payment shall not relieve the Contractor or the Surety from any other obligations under the Contract.
- 15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer:
 - 15.4.1 Any preference, priority or allocation order authorized and issued by the Owner which differs from the Contractor's bid.
 - 15.4.2 Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, fires, floods, medical epidemics, quarantine restrictions, freight embargoes, and extreme, unforeseeable weather; and
 - 15.4.3 Any delays of sub-contractors occasioned by any of the acts specified in paragraphs 15.4.1 and 15.4.2.

15.5 SCHEDULE OF LIQUIDATED DAMAGES

The Contractor shall complete the work within the time of completion stated in the Information for Bidders and on or before the calendar date specified in the Notice to Proceed, or on or before a later date determined and agreed to in writing by the Owner.

If the Contractor fails to complete the work within the time allowed in the Notice to Proceed or within an extended time granted by the Owner, there shall be for each calendar day that any work shall remain uncompleted after the completion date or extended completion date the sum specified hereinafter deducted from any money due the Contractor, not as a penalty but as liquidated damages. The City has adopted the ODOT Construction and Specifications Manual schedule of liquidated damages.

Original Contract Amount (Total Amount of the Bid)	Amount of Liquidated Damages To Be Deducted for Each Calendar Day of Overrun in Time	
	<u>From More Than</u>	<u>To and Including</u>
		<u>Amount</u>
	\$0	\$500,000..... \$750.00
	\$500,000	\$2,000,000..... \$1,000.00
	\$2,000,000	\$10,000,000..... \$1,300.00
	\$10,000,000	\$50,000,000..... \$1,400.00

Over \$50,000,000 \$1,900.00

Nothing contained in this Paragraph 15.5 shall preclude the Owner's recovery from Contractor of actual damages.

16. CORRECTION OF WORK

16.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal and replacement.

16.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the owner by written notice of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

17.2 The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, the Owner may agree to an equitable adjustment which would then be reflected in the Contract Documents by a Change Order. Any claim of the Contractor for adjustment hereunder shall only be considered if the Contractor has given the required written notice; provided that the Owner may, if the Contractor determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

17.3 Work Stoppage Due to Hazardous Materials

17.3.1 If the Contractor encounters material the Contractor reasonably believes to be, or contain, a hazardous material, which has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Engineer, and within 1 business day deliver written notice of the condition to the Engineer.

17.3.2 The Engineer will promptly determine the necessity of the Owner retaining a qualified environmental consultant to evaluate the suspected hazardous material and to issue a related written report. Where appropriate, the Owner will engage a licensed abatement contractor to remove the material or render it harmless as directed.

17.3.3 The Contractor shall resume Work in the affected area upon written notice from the Engineer that (1) the suspect material was evaluated and found not to be or contain a hazardous material, or (2) the suspect material has been removed or rendered harmless.

17.3.4 If the Contractor knowingly or negligently proceeds with the Work in an area where a hazardous material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

- 18.1 The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer. The notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Owner will adjust the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 18.2 Without prejudice to any other right or remedy and after giving the Contractor and the surety a minimum of seven (7) calendar days from delivery of written notice, the Owner may terminate the services of the Contractor for any of the following: (a) the Contractor is adjudged bankrupt or insolvent or a general assignment is made for the benefit of the creditors or a trustee or receiver is appointed for the contractor or for any of its property; (b) the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws; (c) the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (d) the Contractor fails to make prompt payments to sub-contractors for labor, materials or equipment; (e) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work; or (f) the Contractor disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents. In the event that the Owner terminates the services of the Contractor pursuant to this paragraph 18.2, the Owner may thereupon take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and finish the work by whatever method the owner deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the owner will be determined by the Engineer and incorporated in a Change Order.
- 18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention of payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After seven (7) calendar days from delivery of a written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed.
- 18.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) calendar days from delivery of a written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) calendar days written notice to the Owner and the Engineer, stop the work until the Contractor has been paid all amounts then due, in which event and upon resumption of the work, written Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 18.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract

Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

18.6.1 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Price, or an extension of the Contract Time, or both:

18.6.1.1 on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path;

18.6.1.2 to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

18.6.1.3 on account of the delay of any Work not on the critical path.

18.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Price or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless (1) the delay is caused by the Owner and (2) the delay was not authorized or permitted under the Contract.

18.6.3 If the Owner is adjudged to have improperly terminated the Contract under this Paragraph 18, the termination will be deemed to have been a termination under Paragraph 18.4.

19. **PAYMENTS TO CONTRACTOR**

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. All pay requests shall be submitted along with the completed form for payment located in the bidding documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing to the Contractor that payment is approved and shall present the partial payment estimate to the Owner, or the Engineer will return the partial payment estimate to the Contractor as disapproved, indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation of an approved partial payment, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain eight percent (8%) of the amount of each payment until fifty percent (50%) of the work is completed. All labor performed and material incorporated in the work after the job is fifty percent (50%) completed shall be paid for at the rate of one hundred percent (100%) of the amount of additional labor and material furnished and approved and the amount previously retained shall be deposited in an escrow account. The funds in the escrow account are to be paid the Contractor at the same time and in the same manner as specified for payment of the retained amount in paragraph 19.5 of these General Conditions. Payment for material and equipment delivered and not incorporated shall be at the rate of ninety-two percent (92%) of invoice value of such material and equipment. Partial payment to the Contractor for work performed under a lump sum price shall be based on the schedule of quantities and cost submitted as required by paragraph 3.1 of these General Conditions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

- 19.3 Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- 19.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- 19.5 Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- 19.6 The Contractor, its agents, successors and assigns, shall indemnify and save the Owner and the Owner's agents harmless from any and all claims arising out of the lawful demands of Sub-Contractors, laborers, workers, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations and claims of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents. In no event shall the provisions of this sentence be construed to impose any obligation upon the Owner to any of the Contractor, its surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 The acceptance by the Contractor of final payment shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and of others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Bonds.

21. CONTRACT SECURITY

- 21.1 The Contractor shall within ten (10) days after the receipt of the notice of award furnish the Owner with a Contract in a penal sum equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Ohio, and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of the Contract Bond shall be borne by the Contractor and not reimbursable under this Contract. If at any time a surety on any such bond is declared bankrupt or loses its right to do business in Ohio or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall, within ten (10) days after notice from the Owner to do so, substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the

owner. The contract bond shall name the Ohio Department of Transportation as an additional obligee.

22. ASSIGNMENTS

22.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of their right, title or interest therein, or obligations thereunder, without written consent of the other party.

23. INDEMNIFICATION

23.1 To the fullest extent permitted by applicable law, the Contractor, its agent, successors and assigns, shall indemnify, defend, and hold harmless the Owner, the Owner's Engineer and their agents, representatives, consultants and employees and the Owner's elected officials and officers, from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of contractors, engineers, architects, attorneys, and other professionals and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project, but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable.

23.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor under workers compensation acts, disability benefit acts or other employee benefits acts.

23.3 The Contractor's indemnification obligation under Paragraph 23.1 will not be limited by any insurance policy provided or required in connection with the Project.

23.4 The Contractor's obligations under Paragraph 23.1 shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist under applicable law.

23.5 The Contractor's indemnification obligation under Paragraph 23.1 will survive termination of the Contract and final acceptance of the Work.

23.6 The Owner may deduct from the Contract Price the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under Paragraph 23.1. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Price, the Contractor shall immediately pay the difference to the Owner.

24. SEPARATE CONTRACTS

24.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate all work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

24.2 The Owner may perform additional work related to the Project, or may let other contracts containing provisions substantially similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate all work with theirs.

24.3 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the work of others involves additional expense or an extension of the Contract Time, a claim may be made through a request for a Change Order pursuant to paragraph 14 "Changes in Contract Price" in the General Standards.

25. **SUBCONTRACTING**

25.1 The Contractor may utilize the services of specialty sub-contractors on those parts of the work which, under normal contracting practices, are performed by specialty sub-contractors. All sub-contractors must be listed with the bid submitted by the Contractor on the form provided with a description of the type of work they will be performing. The Owner reserves the right to reject any or all proposed sub-contractors listed thereon before the bid is awarded. However, the Owner will give the bidder an opportunity to either (a) withdraw the bid or (b) substitute sub-contractors who are acceptable to the Owner, provided such substitution of sub-contractors does not change the amount of the bid. The Owner will not reject any listed sub-contractor after the Contract award has been made by the Owner.

25.2 The Contractor shall not award work to sub-contractor(s) in excess of forty-nine (49%) percent of the original Contract Price.

25.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its sub-contractor(s), and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

25.4 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to bind sub-contractors to the Contractor by the terms of the Contract documents insofar as applicable to the work of sub-contractors and to give the Contractor the same power as regards to terminating any subcontract that the owner may exercise over the Contractor under any provisions of the Contract Documents.

25.5 Nothing contained in this Contract shall create any contractual relation between any sub-contractor and the Owner.

26. **ENGINEER'S AUTHORITY**

26.1 The Engineer shall act as the Owner's representative during the construction period. The Engineer shall answer questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

26.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

26.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

26.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

27. **LAND AND RIGHTS-OF-WAY**

27.1 Unless stated otherwise in the Contract or Bid Documents, the Owner shall obtain all land and rights-of-way that are necessary for carrying out and for completing the work pursuant to the Contract Documents, unless otherwise mutually agreed.

- 27.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 27.3 The Contractor shall provide without expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.
28. **MAINTENANCE GUARANTEE**
- 28.1 The Contractor shall guarantee all materials and equipment furnished, and work performed, for a period of one year from the date of final completion. The Contractor warrants and guarantees for a period of one year that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
29. **TAXES**
- 29.1 The Contractor will pay all sales, consumer, use, income and other similar taxes required by the law of the place where the work is performed.
30. **NIGHT, HOLIDAY, OR SUNDAY WORK**
- 30.1 No work shall be done on Sundays, national Holidays or before 7:30 a.m. or after 7:30 p.m. on any workday, except in case of emergencies, or when written permission or order is given because work items are of such a nature that they must be performed during these hours. The Director of Public Service shall authorize any work to be undertaken on Sundays, national Holidays or after 7:30 p.m.
31. **CLEANING UP AFTER COMPLETION**
- 31.1 When the work is completed, all areas disturbed by the contractor's operations shall be cleaned and restored as directed by the Engineer, to a neat and presentable condition.
32. **SANITARY REGULATIONS**
- 32.1 Suitable sanitary conveniences for the use of persons employed at the Project site, properly screened from the public observation, shall be provided and maintained by the Contractor.
33. **NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION**
- 33.1 Contractor must attach an Equal Employment Opportunity policy to the bid and practice non-discriminatory hiring practices.
34. **REFERENCE STANDARDS**
- 34.1 Reference to the standards or specifications of any technical society, organization or association, shall mean the latest standard or specification adopted and published sixty (60) days prior to the date of taking bids, unless specifically stated otherwise.
35. **ESTIMATE OF QUANTITIES**
- 35.1 The quantities listed in the Bid Schedule form are to be considered as approximate and are to be used only for the comparison of bids and used as the basis for computing amounts of

security of penal sums of bonds to be furnished. The unit prices are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor for the actual quantities only of work performed or materials furnished in accordance with the plans and specifications, and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or decreased without in any way invalidating the unit bid prices.

36. **AS-BUILTS**

- 36.1 Unless otherwise specified in the Contract Documents, the Contractor shall submit two (2) sets of "As-Built" plans upon completion of the work. "As-Built" plans shall show any changes to the plans in carefully drawn and lettered details, plans, notes, sketches, and/or dimensions as required to provide a complete and accurate record of the work.

37. **RECORDS AND REPORTING REQUIREMENTS**

Contractor shall provide Owner with reports as required for compliance with the terms and conditions of this contract and with the award and use of federal transportation-aid funding.

38. **DRUGFREE WORKPLACE**

Contractor shall be enrolled in, and in good standing with, the Drug-Free Workplace Program (DFWP) or a similar program approved by the Ohio Bureau of Workers' Compensation, and require the same of any of its subcontractors.

39. **CLAIMS**

- 39.1 Claims by the Contractor must be initiated within ten (10) days after occurrence of the event giving rise to such Claim. Claims by the Contractor must be initiated by written notice to the Owner and the Engineer. Failure by the Contractor to present written claims within ten (10) days of the event giving rise to the claim shall constitute an express waiver of any rights to additional time, money or other relief.
- 39.2 Claims, disputes and other matters in question arising out of or relating to this Contract shall be referred initially to the Engineer for decision. Such matters shall, after initial decision by the Engineer or thirty (30) days after submission of the matter to the Engineer, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. As used in this Contract, a "Claim" is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of this Contract.
- 39.3 Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payment in accordance with the Contract.

40. **MEDIATION AND DISPUTES**

- 40.1 Any claim arising out of or related to the Project shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- 40.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and the American Arbitration Association. The request may be made concurrently with the filing of legal or equitable proceedings but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of twenty-one (21) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

40.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hilliard, Ohio, unless another location is mutually agreed upon by the Contractor and Owner. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

41. **APPLICATION AND GOVERNING LAW**

41.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

42. **CONTRACTOR'S STANDARD OF CARE**

42.1 The Contractor shall perform the Work in a workmanlike manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under applicable law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

CONTRACT, PROPOSAL AND STANDARD DOCUMENTS

- | | | | |
|------|---|-------|---|
| 1. | CONTRACT | 9(a). | NON-COLLUSION AFFIDAVIT |
| 2. | CERTIFICATE OF LAW
DIRECTOR | 9(b). | UNRESOLVED FINDING FOR
RECOVERY AFFIDAVIT |
| 3. | CERTIFICATE OF CITY
FINANCE DIRECTOR | 9(c). | RESOURCES AND EXPERIENCE
OF BIDDER |
| 4 | INSURANCES | 11. | LIST OF SUBSTITUTIONS |
| 5. | NOTICE OF AWARD | 12. | LIST OF SUBCONTRACTORS |
| 6A. | "LIMITED" NOTICE TO
PROCEED | 13. | AFFIDAVIT OF CONTRACTOR
PREVAILING WAGE (SAMPLE) |
| 6B. | "FULL" NOTICE TO PROCEED | 14. | NON DELINQUENT TAX AFFIDAVIT |
| 7. | BID PROPOSAL | 15. | APPLICATION FOR PAYMENT |
| 8. | BID GUARANTY & CONTRACT
BOND | 16. | APPLICATION FOR
SUBSTANTIAL COMPLETION |
| 8(a) | NOTICE OF COMMENCEMENT | | |
| 8(b) | NOTICE TO UTILITIES | | |

1. CONTRACT

PAGE 1 of 2

This contract is made and entered into this _____ day of _____, 20____, by and between the City of Hilliard, Ohio (the "City") and _____ (the "Contractor")

WITNESSETH: That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree as follows:

ARTICLE I. The Contractor, in consideration of the sums of money herein specified to be paid by the City to the Contractor, shall and will at its own cost and expense, furnish all labor, materials, tools, equipment, transportation and all other things that may be necessary to furnish and construct the **CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)** (the "Project") in accordance with the specifications and drawings with the Notice to Contractors, Information for Bidders, Special Specifications, Special Provisions (if any), General Conditions, Addenda, Appendices, Detailed Drawings and Bonds (collectively, "Bid Documents") attached hereto and made a part of this Contract. All work for the Project is to be fully completed to the satisfaction of the Engineer and to the acceptance of the City on or before the date for completion set forth in the Notice to Proceed and at the prices listed in the Bid Proposal and Bid Schedule, Appendix A of the Bid Documents.

***NOTE:** The date of this agreement will be the date of the signing of the contract by the City. The date will not be filled in by the Contractor when contractor signs the Contract.

Said _____ (Contractor) hereby further agrees to withhold City of Hilliard income taxes due or payable under the provisions of Ordinance No. 94-10 of the City of Hilliard, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City of Hilliard income taxes due under said Ordinance for services performed under this contract located in the City of Hilliard.

ARTICLE II. The City, in consideration of the full and faithful performance by Contractor, agrees that it will pay to said Contractor an amount not to exceed _____ Dollars (\$_____) for the prices and sums written into the Bid Schedule, Appendix A of the Bid Documents. Payments are to be made pursuant to the procedure outlined in sections 19 and 20 of the General Standards.

ARTICLE III. All requirements of the Bid Documents are incorporated herein by reference.

(continues on following page)

IN TESTIMONY WHEREOF, the said parties, each by a duly authorized representative, have hereunto set their hands the day and year first above written.

CITY OF HILLIARD, OHIO

By: _____
Clyde R. Seidle, P.E.
Director of Public Service

CONTRACTOR:

By: _____

Print _____

Title: _____

2. CERTIFICATE OF CITY LAW DIRECTOR

I hereby approve the form and correctness of the above agreement.

Date: _____, 20_____.

Tracy L. Bradford
Director of Law

3. CERTIFICATE OF CITY FINANCE DIRECTOR

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

Date: _____, 20_____.

David Delande
Director of Finance

Authorizing Legislation: 15-R-46 Passed: June 22, 2015 Effective: June 22, 2015.

Purchase Order No: _____

4. ATTACH ALL INSURANCES TO THIS SHEET

Required attachments include Certificate of Liability Insurance and Certificate of Workers' Compensation coverage.

5. NOTICE OF AWARD

TO: _____

PROJECT: CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)

The Owner has considered the bid submitted by you for the above-described Project in response to its Advertisement for Bids dated 9/10/2015 and 9/17/2015, and in the Information for Bidders.

You are hereby notified that your bid has been accepted.

You are required by the Information for Bidders to execute the Contract and to furnish the required Contract Bond, Certificate of Liability Insurance and Certificate of Workers' Compensation coverage within ten (10) calendar days from the date of this notice to you.

If you fail to execute the Contract within ten (10) calendar days from the date of this notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be allowed by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____, 20____
City of Hilliard, Owner

By _____
Clyde R. Seidle, P.E.
Director of Public Service

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

Company/Contractor Name: _____

By _____
(Name) (Title)

Date: _____, 20____

6A. "LIMITED" NOTICE TO PROCEED

TO: _____

PROJECT: CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)

You are hereby notified to commence work in accordance with the Contract dated _____ on or before _____. The date of completion of all work is June 30, 2016.

This "Limited" Notice to Proceed does not grant permission to Contractor to _____.

City of Hilliard, Owner

By _____
Clyde R. Seidle, P.E.
Director of Public Service

ACCEPTANCE OF NOTICE

Receipt of the above "Limited" Notice to Proceed is hereby acknowledged:

Company/Contractor Name: _____

By _____
(Name) (Title)

Date: _____, 20____

6B. "FULL" NOTICE TO PROCEED

To: _____

PROJECT: CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)

You are hereby notified to commence work in accordance with the Contract dated _____ on or before _____. The date of completion of all work is June 30, 2016.

City of Hilliard, Owner

By _____
Clyde R. Seidle, P.E.
Director of Public Service

ACCEPTANCE OF NOTICE

Receipt of the above "Full" Notice to Proceed is hereby acknowledged:

Company/Contractor Name: _____

By _____
(Name) (Title)

Date: _____, 20____

7. BID PROPOSAL

To the Director of Recreation and Parks of the City of Hilliard, Franklin County, Ohio.

After a careful examination of the Notice to Contractors, Specifications, Plans and Details and all other Contract Documents for the construction of:

CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)

(said specifications, plans and details the same as are on file with the City) and after a careful examination of the site of the proposed work, together with such investigations as are necessary to determine the character and extent of the work, the undersigned does hereby propose and agree to furnish all labor, materials, tools, equipment, transportation and all other things that may be necessary to furnish and construct the said work in full and in strict accordance with the said specifications, plans and details at the following prices, to wit:

Total Dollars in Numbers: \$ _____ (Base Bid)

Total Dollars in Words: _____

Total Dollars in Numbers: \$ _____ (Alternate Bid)

Total Dollars in Words: _____

In case a discrepancy exists between the above amount as written in numbers and in words, the amount as written in words shall govern.

Reference has been made to the attached Bid Schedule, Appendix A, and this Bid Proposal is made in conformance therewith.

If this proposal is accepted by the City and the undersigned shall fail, within a period of ten (10) days from the Notice of Award, to execute the attached Contract, then the City may, at its option, determine that the undersigned has abandoned its bid, and thereupon this Proposal shall be null and void.

The full names and residences of all persons, parties or corporation interested in the foregoing bid as principals are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

Name of Company _____

Signature of Bidder _____

Title _____

Business Address of Bidder _____

Dated at _____ this _____ day of _____

8. BID GUARANTY & CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

(Not to be filled out if a certified check, cashier's check or letter of credit is submitted)

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

_____,
(Name and Address)

as Principal and _____,
(Name of Surety)

as Surety, are hereby held and firmly bound unto the City of Hilliard, Ohio, as the Owner and Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to undertake the Project known as **CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17).**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of one hundred percent (100%) of the bid, including any alternates which may be accepted. For the payment of the penal sum well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ____ day of _____, 20__, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas the above named Principal has submitted a bid for the above referred to Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper Contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal, within ten (10) days after the awarding of the Contract, enters into a proper Contract in accordance with the bid, plans, details, specifications, and bills of material, which said Contract is made a part of this Bid Guaranty the same as though set forth herein;

NOW ALSO, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subcontractors, materialmen

and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety or its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or in or to the plans or specifications thereto.

FURTHER, it is expressly understood and agreed that this bond shall remain in full force and effect and continue as a guarantee of workmanship and materials for a period of one (1) year after completion of the Contract and final acceptance of the completed work by the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and such of them as are officers of corporations have signed under proper authority from the corporation, the day and year first set forth above.

PRINCIPAL:

By _____

Its _____

SURETY:

By _____

Its _____

The foregoing is approved by:

CITY OF HILLIARD, OHIO

By _____
Clyde R. Seidle, Director of Public Service

By _____
David Delande, Director of Finance

Approved as to form:

Tracy L. Bradford, Director of Law

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation. Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the State of Ohio and shall furnish proof of such authorization in the Bid.

8(a) NOTICE OF COMMENCEMENT

NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT

O.R.C. 1311.252

State of Ohio }
 }ss:
County of Franklin }

Notice is hereby given by Steve Mazer, being first duly cautioned and sworn, the Director of Recreation and Parks of the City of Hilliard, of the commencement of a public improvement as follows:

- (1) The project name, location, and a number used by the City of Hilliard to identify the public improvement is:

CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)

- (2) The name and address of the public authority is:

City of Hilliard
3800 Municipal Way
Hilliard, Ohio 43026

- (3) The name, address, and trade of the principal contractor on the public improvement is as follows:

- (4) The date the public authority first executed a contract with a principal contractor for the public improvement was _____, 20____.

- (5) The name and address of the surety for the principal contractor is:

(continues on following page)

- (6) The name and address of the representative of the City of Hilliard upon whom service shall be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

City of Hilliard
Director of Law
3800 Municipal Way
Hilliard, Ohio 43026
(614) 876-7361, ext. 781

Signed:

Clyde R. Seidle, P.E.
Director of Public Service
City of Hilliard

Approved as to form:

Tracy L. Bradford
Director of Law
City of Hilliard

State of Ohio }
 }ss:
County of Franklin }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Clyde R Seidle, P.E. Director of Public Service for the City of Hilliard, Ohio.

Notary Public

8(B) NOTICE TO UTILITIES

_____, 20____

_____ (Utility)

Re: Notification of Public Improvement Project

To Whom it May Concern:

This letter serves as the 10 day notice to utilities, as required per Ohio Revised Code (ORC 153.64). You are hereby notified of the following public improvement project:

CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)

This project was awarded to _____ (Contractor). Contact information for Contractor is as follows:

Contractor _____
Contact Name _____
Address/Street _____
City, State ZIP _____
Phone _____
Fax _____
Mobile _____
Email _____

Construction is expected to begin on _____, 20____. There is a pre-construction conference scheduled for the above-mentioned project on _____, 20____ at _____ (time) at _____ (location). If any of your installations or facilities are affected by this improvement, a representative of your division or organization is invited to attend. Your cooperation in this matter is greatly appreciated.

Sincerely,

City Project Manager
City of Hilliard

Cc: Clyde R. Seidle, P.E., Director of Public Service, City of Hilliard
Contractor
File

9(a) NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF FRANKLIN

_____, being first duly sworn,
deposes and says that he/she is the

(Sole Owner, Partner, President, Secretary, etc.)

of _____ (Bidder)

the party making the foregoing Proposal or Bid, that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other bidder, or to fix any overhead, profit, or cost element of such Bid price, or of that of any other Bidder, or to secure any advantage against the Owner awarding the Contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Bid depository or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or the financial interest with said Bidder in its general business.

Signed:

By _____

Its _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

10. RESOURCES & EXPERIENCE OF BIDDER

13. NON-DELINQUENT TAX AFFIDAVIT

State of)
) ss
County of)

The undersigned being first duly sworn does say that to the best of his/her knowledge _____ has not been charged at the time this bid was submitted with any delinquent property tax on the general tax list of personal property of any county within this state nor to the best of his/her knowledge has _____ been charged with delinquent personal or real property taxes on any such tax list except as indicated below (if none so state).

Further, Affiant sayth naught.

Sworn to before me and subscribed in my presence this ____ day of _____, 20____

Notary Public

My Commission Expires

**14. AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR**

PREVAILING WAGES

I, _____,

(Name of person signing affidavit) (Title)

of the _____ do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract for the **CENTER STREET IMPROVEMENTS - PHASE 1, PART 1 (CIP LB-17)** during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the Contract Documents.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

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

**16. City of Hilliard
Application for
Substantial Completion**

**CENTER STREET
IMPROVEMENTS - PHASE 1,
PART 1 (CIP LB-17)**

Contractor: _____

Date: _____

Substantial Completion has been achieved for: ____ Entire Project ____ The following:

_____.

Approved By City of Hilliard Engineer ____ YES ____ NO Date: _____

The Date of Substantial Completion of the WORK covered by this certificate is _____.

“Substantial Completion” refers to designated work being sufficiently complete, in accordance with the contract documents, such that the owner may occupy and utilize the work for its intended purpose without disruption of significant interference by the Contractor in completing or correcting any remaining portions of the work.

Any items in the work not completed by the date of this document shall be officially accepted as complete at the time of final payment. A one-year warranty on those items shall be in effect from the date of final payment.

Owner will provide the contractor with a Punch List of items to be completed or corrected prior to the Owner’s issuing of the final payment. The Punch List does not alter the Contractor’s responsibility to complete or correct all work in full compliance with the contract documents.

**APPENDIX A
BID SCHEDULE**

(10 pages attached)

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
BASE BID ITEMS								
1	201	Clearing and Grubbing	1	LS				
			TOTAL UNIT PRICE IN WORDS					
2	202	Concrete Base Removed	53	SY				
			TOTAL UNIT PRICE IN WORDS					
3	202	Walk Removed	455	SF				
			TOTAL UNIT PRICE IN WORDS					
4	202	Brick Walk Removed and Stored For Pickup	910	SF				
			TOTAL UNIT PRICE IN WORDS					
5	202	Curb Removed	212	LF				
			TOTAL UNIT PRICE IN WORDS					
6	202	Manhole Removed	1	EA				
			TOTAL UNIT PRICE IN WORDS					
7	203	Excavation	690	CY				
			TOTAL UNIT PRICE IN WORDS					
8	203	Embankment	138	CY				
			TOTAL UNIT PRICE IN WORDS					
9	204	Subgrade Compaction	1,593	SY				
			TOTAL UNIT PRICE IN WORDS					
10	204	Proof Rolling	3	HR				
			TOTAL UNIT PRICE IN WORDS					
11	608	4" Concrete Walk	2,937	SF				
			TOTAL UNIT PRICE IN WORDS					
12	609	8" Concrete Walk	519	SF				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES	
BASE BID ITEMS									
13	608	Concrete Walk, As Per Plan	145	SF					
			TOTAL UNIT PRICE IN WORDS						
14	608	Curb Ramp	9	EA					
			TOTAL UNIT PRICE IN WORDS						
15	608	Curb Ramp, Leisure Path	1	EA					
			TOTAL UNIT PRICE IN WORDS						
16	608	Detectable Warnings, Type E	9	EA					
			TOTAL UNIT PRICE IN WORDS						
17	608	Detectable Warnings, Leisure Path, Type E	1	EA					
			TOTAL UNIT PRICE IN WORDS						
18	207	Construction Seeding and Mulching	100	SY					
			TOTAL UNIT PRICE IN WORDS						
19	207	Perimeter Filter Fabric Fence	450.0	LF					
			TOTAL UNIT PRICE IN WORDS						
20	207	Inlet Protection	3	Each					
			TOTAL UNIT PRICE IN WORDS						
21	207	Stabilized Construction Entrance	1	EA					
			TOTAL UNIT PRICE IN WORDS						
22	207	Concrete Washout Area	1	EA					
			TOTAL UNIT PRICE IN WORDS						
23	616	Water	3	MGAL					
			TOTAL UNIT PRICE IN WORDS						
24	616	Calcium Chloride	0	TON					
			TOTAL UNIT PRICE IN WORDS						

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
BASE BID ITEMS								
25	659	Topsoil, As Per Plan	44	CY				
			TOTAL UNIT PRICE IN WORDS					
26	659	Seeding and Mulching, As Per Plan	400	SY				
			TOTAL UNIT PRICE IN WORDS					
27	604	Manhole. Type C	3	EA				
			TOTAL UNIT PRICE IN WORDS					
28	604	Curb and Gutter Inlet	1	EA				
			TOTAL UNIT PRICE IN WORDS					
29	604	Catch Basin, No. 3A (ODOT)	1	EA				
			TOTAL UNIT PRICE IN WORDS					
30	604	Manhole Adjusted to Grade	2	EA				
			TOTAL UNIT PRICE IN WORDS					
31	604	Catch Basin Adjusted to Grade	1	EA				
			TOTAL UNIT PRICE IN WORDS					
32	605	4" Pipe Underdrain	622	LF				
			TOTAL UNIT PRICE IN WORDS					
33	901	12" Pipe, with type 1 bedding, with item 912 compacted granular m	75	LF				
			TOTAL UNIT PRICE IN WORDS					
34	901	18" Pipe, with type 1 bedding, with item 912 compacted granular m	108	LF				
			TOTAL UNIT PRICE IN WORDS					
35	252	Full Depth Pavement Sawing	470	LF				
			TOTAL UNIT PRICE IN WORDS					
36	254	Pavement Planing	224	SY				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
BASE BID ITEMS								
37	301	Asphalt Concrete Base	124	CY				
			TOTAL UNIT PRICE IN WORDS					
38	304	Aggregate Base	190	CY				
			TOTAL UNIT PRICE IN WORDS					
39	SPEC	Aggregate Base (#57 Stone)	58	CY				
			TOTAL UNIT PRICE IN WORDS					
40	407	Tack Coat	34	GAL				
			TOTAL UNIT PRICE IN WORDS					
41	448	Asphalt Concrete Intermed. Course, Type 2, PG64-22 (ODOT)	48	CY				
			TOTAL UNIT PRICE IN WORDS					
42	448	Asphalt Concrete Surface Course, Type 1, PG64-22 (ODOT)	57	CY				
			TOTAL UNIT PRICE IN WORDS					
43	452	8" Non-Reinforced Concrete Pavement (Drives)	86	SY				
			TOTAL UNIT PRICE IN WORDS					
44	609	18" Straight Curb	622	LF				
			TOTAL UNIT PRICE IN WORDS					
45	625	Light Pole Decorative, Post Top 14', Fiberglas With All	6	EACH				
		Accessories Per The Details, As Per Plan	TOTAL UNIT PRICE IN WORDS					
46	625	Luminaire, Decorative Aal Providence, 80 Watt Led, Type Iii,	6	EACH				
		As Per Plan	TOTAL UNIT PRICE IN WORDS					
47	625	Light Pole Foundation 18" Sq. X 5' Deep, As Per Plan	6	EACH				
		-625.1	TOTAL UNIT PRICE IN WORDS					
48	625	Fused Connector Kit, Type Ii (Fused), As Per Plan (625.18 &	12	EACH				
		725.15)	TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES	
BASE BID ITEMS									
49	625	Cable Splicing Kit, Type 111 (625.18 & 725.15)	18	EA					
			TOTAL UNIT PRICE IN WORDS						
50	625	Trench, 24" Deep, As Per Plan (625.13)	400	LF					
			TOTAL UNIT PRICE IN WORDS						
51	625	No. 6 Awg 600 Volt Distribution Cable (625.17 & 725.02)	662	LF					
			TOTAL UNIT PRICE IN WORDS						
52	625	No. 10 Awg Pole And Bracket Cable, (625.17 & 725.02)	300	LF					
			TOTAL UNIT PRICE IN WORDS						
53	625	Conduit, 2" (625.12 & 712.04), Concrete Encased, As Per Plan, (Includes Conduit Install In Trenches Across Streets.)	260	LF					
			TOTAL UNIT PRICE IN WORDS						
54	625	Conduit, 3" (625.12 & 712.04), Concrete Encased, As Per Plan, (Includes Conduit Install In Trenches Across Streets.)	316	LF					
			TOTAL UNIT PRICE IN WORDS						
55	625	Pull Box , 17" X 30", Type 2 , With Word "Electric ", As Per Plan	4	EA					
			TOTAL UNIT PRICE IN WORDS						
56	625	Pull Box, 13" X 24", Type 1, With Word "Electric", As Per Plan	2	EA					
			TOTAL UNIT PRICE IN WORDS						
57	625	Ground Rod, 3/4" Dia. X 10' Length. As Per Plan (625.16)	14	EACH					
			TOTAL UNIT PRICE IN WORDS						
58	625	Electrical Test, As Per Plan (625.19)	-	LUMP					
			TOTAL UNIT PRICE IN WORDS						
59	SPEC	Pull Box Adjusted To Grade	-	LUMP					
			TOTAL UNIT PRICE IN WORDS						
60	625	Material Only (Spare) , Light Pole Decorative, Post Top 14', Fiberglas With All Accessories Per The Details, As Per Plan	1	EA					
			TOTAL UNIT PRICE IN WORDS						

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES	
BASE BID ITEMS									
61	625	Material Only (Spare), Luminaire, Decorative Aal Providence, 80	1	EA					
			TOTAL UNIT PRICE IN WORDS						
62	625	Conduit, 3" Pvc, Jacked Or Drilled, As Per Plan If Authorized In Li	120	LF					
			TOTAL UNIT PRICE IN WORDS						
63	801	6" Water Pipe and Fittings	21	LF					
			TOTAL UNIT PRICE IN WORDS						
64	801	8" Water Pipe and Fittings	372	EA					
			TOTAL UNIT PRICE IN WORDS						
65	802	6" valve and appurtenances	2	EA					
			TOTAL UNIT PRICE IN WORDS						
66	802	8" valve and appurtenances	2	EA					
			TOTAL UNIT PRICE IN WORDS						
67	805	2" Water Pipe and Fittings	20	LF					
			TOTAL UNIT PRICE IN WORDS						
68	805	1.5" Water Service Tap, Transferred (Otie's)	1	EA					
			TOTAL UNIT PRICE IN WORDS						
69	805	2" Water Service Tap, Transferred (Hilliard's Station Park)	1	EA					
			TOTAL UNIT PRICE IN WORDS						
70	807	Valve Box Adjusted to Grade	4	EA					
			TOTAL UNIT PRICE IN WORDS						
71	807	Columbus Standard Heavy Duty Valve Box	3	EA					
			TOTAL UNIT PRICE IN WORDS						
72	809	Fire Hyd. Relocated	1	EA					
			TOTAL UNIT PRICE IN WORDS						

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES	
BASE BID ITEMS									
73	810	12" Hydrant Extension	1	EA					
			TOTAL UNIT PRICE IN WORDS						
74	SPEC.	Survey Coordinates	1	LS					
			TOTAL UNIT PRICE IN WORDS						
75	630	Ground Mounted Support, As Per Plan, Per TC-2, Black	66	FT					
			TOTAL UNIT PRICE IN WORDS						
76	630	Street Name Sign Support and Anchor (Type E), As Per Plan, per T	2	EACH					
			TOTAL UNIT PRICE IN WORDS						
77	630	Sign Support Assembly, Pole Mounted, Black	6	EACH					
			TOTAL UNIT PRICE IN WORDS						
78	630	Street Name Sign, Type E, As Per Plan	2	EACH					
			TOTAL UNIT PRICE IN WORDS						
79	630	Sign, Flat Sheet, As Per Plan	34	SQ FT					
			TOTAL UNIT PRICE IN WORDS						
80	630	Removal of Ground Mounted Sign for Storage	1	EACH					
			TOTAL UNIT PRICE IN WORDS						
81	630	Removal of Ground Mounted Sign and Reerection	4	EACH					
			TOTAL UNIT PRICE IN WORDS						
82	631	Removal of Ground Mounted Sign and Disposal	4	EACH					
			TOTAL UNIT PRICE IN WORDS						
83	632	Removal of Ground Mounted Support and Disposal	8	EACH					
			TOTAL UNIT PRICE IN WORDS						

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES	
BASE BID ITEMS									
85	644	Stop Line	62	FT					
			TOTAL UNIT PRICE IN WORDS						
86	644	Cross Walk Line	267	FT					
			TOTAL UNIT PRICE IN WORDS						
87	624	Mobilization	1	LS					
			TOTAL UNIT PRICE IN WORDS						
88	614	M.O.T.	1	LS					
			TOTAL UNIT PRICE IN WORDS						
89	623	Construction Staking	1	LS					
			TOTAL UNIT PRICE IN WORDS						
TOTAL BASE BID									
Total in Words:									

CONTRACTOR _____

ADDRESS _____

TELEPHONE _____

BY _____

SIGNATURE

TITLE _____

The Bidder's Total Base Bid on this sheet is for information only at the time of opening bids. The **Contractor shall write** in the Total in Figures extensions on the Bid Schedule, and if there is any difference between the Total in Figures, the Total Unit Price in Words shall govern in calculating the Total in Figures.

NOTE: All pages of this BID SCHEDULE shall become part of the Contract if proposal is accepted by the City of Hilliard. The unit and lump sum prices shall remain valid for the term of the contract.

FED. TAX I.D. # _____

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
ALTERNATE 1 ALLEY IMPROVEMENTS BID ITEMS								
90	202	Catch Basin Removed	1	EA				
			TOTAL UNIT PRICE IN WORDS					
91	202	Conduit Removed, 12" and Under (Contingency)	50	LF				
			TOTAL UNIT PRICE IN WORDS					
92	203	Excavation, As Per Plan	105	CY				
			TOTAL UNIT PRICE IN WORDS					
93	204	Subgrade Compaction	170	SY				
			TOTAL UNIT PRICE IN WORDS					
94	207	Inlet Protection	4	EA				
			TOTAL UNIT PRICE IN WORDS					
95	252	Full Depth Pavement Sawing	60	LF				
			TOTAL UNIT PRICE IN WORDS					
96	254	Pavement Planing, 0"-3", As Directed by the Engineer	351	SY				
			TOTAL UNIT PRICE IN WORDS					
97	301	Asphalt Concrete Base, PG64-22 (ODOT)	19	CY				
			TOTAL UNIT PRICE IN WORDS					
98	304	Aggregate Base	19	CY				
			TOTAL UNIT PRICE IN WORDS					
99	448	Asphalt Concrete Intermediate Course, Type 2, PG64-22 (ODOT)	23	CY				
			TOTAL UNIT PRICE IN WORDS					
100	448	Asphalt Concrete Surface Course, Type 1, PG64-22 (ODOT)	23	CY				
			TOTAL UNIT PRICE IN WORDS					
101	604	Manhole Type "C"	2	EA				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

PROJECT CIP # LB-17: Center Street Improvements, Phase 1, Part 1

Bidder agrees to perform all work described in the Contract Documents for following unit prices or lump sum prices.

LINE	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES		MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES	
ALTERNATE 1 ALLEY IMPROVEMENTS BID ITEMS									
102	604	Standard Catch Basin with Heavy Duty Grate and Frame	2	EA					
			TOTAL UNIT PRICE IN WORDS						
103	604	Manhole Adjusted To Grade	1	EA					
			TOTAL UNIT PRICE IN WORDS						
104	605	4" Pipe Underdrain	180	LF					
			TOTAL UNIT PRICE IN WORDS						
105	807	Service Box Adjusted To Grade	3	EA					
			TOTAL UNIT PRICE IN WORDS						
106	901	12" Watertight Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	155	LF					
			TOTAL UNIT PRICE IN WORDS						
107	901	6" Watertight Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	50	LF					
			TOTAL UNIT PRICE IN WORDS						
108	SPEC	Pavement Repair (Per STD. DWG. 1441)	10	SY					
			TOTAL UNIT PRICE IN WORDS						
109	SPEC	Utility Test Hole	7	EA					
			TOTAL UNIT PRICE IN WORDS						
110	614	Maintaining Traffic, As Per Plan	1	LS					
			TOTAL UNIT PRICE IN WORDS						
111	623	Construction Layout Staking	1	LS					
			TOTAL UNIT PRICE IN WORDS						
			TOTAL UNIT PRICE IN WORDS						
			TOTAL UNIT PRICE IN WORDS						
TOTAL ALTERNATE BID									
Total in Words:									

APPENDIX B SPECIAL SPECIFICATIONS

The work associated with the alternate bid consists of storm sewer and pavement reconstruction as shown on a single plan sheet entitled "ALLEY IMPROVEMENTS BETWEEN MAIN ST AND WAYNE ST, NORTH OF FRANKLIN ST". Items 90 – 111 on pages 9 and 10 of the Bid Schedule in Appendix A provide the quantities associated with the alternate bid work.

APPENDIX C

DETAILED SPECIFICATIONS & STANDARD DRAWINGS

Hilliard Standard Drawings and Specifications can be obtained online from the City of Hilliard website, Engineering Division at:
<http://hilliardohio.gov/government/departments/public-service/engineering-division/hilliard-standard-drawings-and-general-notes>

**APPENDIX D
PREVAILING WAGE RATES**

	<u>Page</u>
1. PREVAILING WAGE DETERMINATION LETTER.....	2
2. PREVAILING WAGE THRESHOLD LEVELS.....	3
3. INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS.....	4
4. AFFIDAVIT OF CONTRACTOR COMPLIANCE.....	5
5. PREVAILING WAGE NOTIFICATION TO EMPLOYEE.....	6
6. CERTIFIED PAYROLL FORM.....	7

Current prevailing wage information can be viewed at the Ohio Department of Commerce website listed below:

<http://www.com.ohio.gov/dico/>

- Go to ‘Find Forms & Publications’ (middle of the web page).
 1. Select Item: Wage & Hour
 2. Prevailing Wage
 3. [Select an item]

***You will need to register on-line for
an account to view the current wage
rates***

- Once you’ve logged into the site:
 - Step 1: Select ‘Hilliard City of’ from the pull-down menu
 - Step 2: Choose the project name from the pull-down menu
 - Step 3: Click ‘I Agree’ button
- You will then be taken to a page where you can narrow down your search for a particular county, union, or Classification

Prevailing Wage Determination Cover Letter

County:
Determination Date: 08/27/2015
Expiration Date: 11/27/2015

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

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

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

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

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

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

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

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

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

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

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

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

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

wh1500



**Department
of Commerce**

Division of Industrial Compliance

PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce - Division of Industrial Compliance - Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

As of September 29, 2013:

“New” construction threshold level has been adjusted to :

- The previous threshold for this type of construction was \$200,000 from September 29, 2012 through September 28, 2013

\$250,000

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level has been adjusted to:

- The previous threshold for this type of reconstruction was \$60,000 from September 29, 2012 through September 28, 2013

\$75,000

As of January 1, 2014:

“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:

\$84,314

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:

\$25,261

- Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

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

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

Certified Payroll Heading

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

Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours: Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

CONTACT US

Division of Industrial Compliance & Labor
6606 Tussing Road
Reynoldsburg, OH 43068

Phone 614.644.2223
Fax 614.644.2618
Email IC@com.state.oh.us

Webmaster
Contact the Webmaster for Questions
or Comments on the Website:

LOOKUP SERVICES

Registered Contractor List
Boiler Information Database
Building Code Compliance Electronic Plan
Submission
Board Of Building Appeals Case Lookup
Elevator Database Lookup

RESOURCES

Federal Wage and Hour
U.S. Consumer Product Safety
Commission
National Electric, Fire Alarm and Sprinkler
Codes
2015 Minimum Wage Poster
Minor Labor Law Poster
2012 Minimum Wage Information

ABOUT INDUSTRIAL COMPLIANCE

Director Jacqueline T. Williams
Superintendent Dave Williamson

webmaster@com.state.oh.us

CONNECT WITH US



Ohio.gov

Copyright©2012 Ohio Department of Commerce. All Rights Reserved.



Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration
6606 Tussing Road - PO Box 4009
Reynoldsburg, OH 43068-9009
Phone 614-644-2239 | Fax 614-728-8639
TTY/TDD 800-750-0750
www.com.ohio.gov

An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor
Andre T. Porter, Director

Affidavit Of Compliance

PREVAILING WAGES

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	

CERTIFIED PAYROLL REPORT

Employer Name & Address			Name of General / Prime Contractor			Project Name & Location					Contracting Public Authority										
Check if subcontractor <input type="checkbox"/>			Week Ending			Payroll #					Project Number										
						Page _____ Of _____															
1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date							4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes:					8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
												Cash <input type="checkbox"/>	Approved Plans <input type="checkbox"/>	Cash & Approved Plans <input type="checkbox"/>	H&W	Pens					
		OT																			
		ST																			
		OT																			
		ST																			
		OT																			
		ST																			
		OT																			
		ST																			
		OT																			
		ST																			
		OT																			
		ST																			

Date _____ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title _____

Signature _____