



CITY OF GAHANNA

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County of Franklin  
State of Ohio

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Contract Documents

And

Specifications

For

**BIG WALNUT TRAIL, SECTION 5, ST-1021**

\*\*\*\*\*

Proposal Submitted By: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_

**Bid Opening Date: June 10, 2015 @ 11:00a.m.**

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Tony Collins  
Director of Parks and Recreation

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**Appendix A:** Supplemental Specifications

**Appendix B:** Prevailing Wage

**Appendix C:** Bid Documents (all documents in this appendix must be completed and submitted at the time of the bid opening along with any addenda and clarifications if they were issued)

- Statement of Qualifications
- Subcontractors List
- Affidavit
- Affidavit ORC 5719.042
- Noncollusion Affidavit
- Escrow Waiver
- Bid Guaranty and Contract Bond
- Proposal
- Bid Tab\*

**Appendix D:** Contract (only to be filled out *after* project is awarded)

**\*DISCLAIMER:** If a paper copy of the Bid Tab is not included within the sealed bid package, the city reserves the right to reject the bid.

## **NOTICE TO BIDDERS**

Sealed bids will be received by the City of Gahanna in the office of the Parks and Recreation Director, 200 South Hamilton Road, Gahanna, OH 43230 until 11:00am (local time) on **June 10, 2015** and publicly opened and read thereafter for:

### **Big Walnut Trail Section 5 Engineer's Estimate: \$665,000**

The project consists of new construction of 4,100 lineal feet of new bike trail including 2,100 lineal feet of 10' tall protective golf fencing. The work shall commence no sooner than July 15, 2015 and be completed by October 31, 2015.

Copies of the contract documents are available for review in the office of the Parks and Recreation Director, City Hall, 200 South Hamilton Road, Gahanna, Ohio 43230 without charge. Copies may be purchased for \$25, which is non-refundable.

All bids must be accompanied by a bid guaranty payable to the City of Gahanna. The preferred type is a bond for the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. This method must use the Bid Guaranty and Contract Bond form included in the bid documents and must be issued by a surety company or corporation licensed in the state of Ohio.

Other acceptable types of bid guaranty include a certified check, cashier's check or irrevocable letter of credit equal to ten percent (10%) of the bid, including all add alternates. If the bid is accepted using this method, a satisfactory Performance and Payment Bond must be furnished equal to one hundred percent (100%) of the bid within ten (10) days after notice of award.

State Labor Standards Provisions and State Wage Decisions are applicable to this project and will be a part of the contract documents.

No bidder may withdraw their bid for a period of sixty (60) days after the date of the bid opening. The City will award the contract to the bidder submitting the lowest and best bid. The City reserves the right to reject any and all bids including those which in the opinion of the Public Service Director show evidence of unbalanced prices. The City also reserves the right to waive technical defects as the interest of the City may require.

Tony Collins, Parks and Recreation Director  
Advertise: May 21, 2015 and May 28, 2015

## **INFORMATION AND REQUIREMENTS FOR BIDDERS**

**INTERPRETATION OF CONTRACT DOCUMENTS.** If a potential bidder 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 the Department of Public Service a minimum of five (5) business days prior to the bid opening date. The potential bidder submitting the request will be responsible for its prompt delivery.

Any interpretation of the contract documents will be made only by addendum or clarification duly issued by the Department of Public Service. Addenda and clarifications will be sent via email, unless a different delivery method is requested, to each potential bidder that has obtained the contract documents from the City or asked to be added to the plan holders list. Any addenda will be issued a minimum of 72 hours prior to the bid opening date and time. The Department of Public Service will not be responsible for any other explanations of the contract documents made prior to the receipt of bids. All addenda and clarifications issued shall become part of the contract documents.

**BID DOCUMENTS.** All bid documents in Appendix C must be completed and submitted at the time of the bid opening along with any addenda and clarifications if issued. The blank spaces in the bid tab shall be properly filled in. No additional or qualifying clauses shall be written in. Unit prices shall govern in the case of a discrepancy. Mathematical errors will be subject to correction.

**BID GUARANTY.** All bids must be accompanied by a bid guaranty payable to the City of Gahanna. The preferred type is a bond for the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. This method must use the Bid Guaranty and Contract Bond form included in the bid documents and must be issued by a surety company or corporation licensed in the state of Ohio.

Other acceptable types of bid guaranty include a certified check, cashier's check or irrevocable letter of credit equal to ten percent (10%) of the bid, including all add alternates. If the bid is accepted using this method, a satisfactory Performance and Payment Bond must be furnished equal to one hundred percent (100%) of the bid within ten (10) days after notice of award.

Certified or cashier's checks of unsuccessful bidders will be held by the City for sixty (60) days after the bid opening.

**WAGE RATES.** If State Labor Standards Provisions and State Wage Decisions are applicable to this project it will be a part of the contract documents. Furthermore, the bidder awarded the contract and all of its subcontractors will be required to pay not less than the rates indicated or the various classes of work required for this improvement.

**SUBMITTAL AND OPENING OF BIDS.** Bids will be received by the City of Gahanna at the office of the Director of Public Service, 200 South Hamilton Road, Gahanna, Ohio 43230 until the date and time listed on the notice to bidders and will be publicly opened and read aloud at

that time. Bids must be submitted in a sealed envelope, addressed to the Director of Public Service, 200 South Hamilton Road, Gahanna, Ohio 43230. The envelope must be plainly marked with the notation 'Bid' and include the name of the project along with the bidder's name and address. If a bid is sent by mail, the sealed envelope containing the bid must be enclosed in another envelope plainly marked with the notation 'Bid Enclosed'. It is the sole responsibility of the bidder to see that their bid is received in the proper time. Any bids received after the date and time listed on the notice to bidders will not be accepted. No bidder may withdraw their bid for a period of sixty (60) days after the date of the bid opening.

**AWARD OF CONTRACT.** The contract will be awarded to the lowest and best bidder within sixty (60) days after the date on which the bids are opened. In determining the lowest and best bid, the following elements will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience. The city reserves the right to accept or reject any or all portions of the bid including those which in the opinion of the Public Service Director show evidence of unbalanced prices. The City also reserves the right to waive technical defects as the interest of the City may require as well as waive all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful bidder.

**PRE-CONSTRUCTION CONFERENCE.** A Pre-Construction Conference involving the Owner, the Principal Contractor, and all available subcontractors will be held, if necessary, prior to the start of work.

**WORKERS' COMPENSATION INSURANCE.** The contractor shall take out and maintain during the life of this contract, adequate Workers' Compensation Insurance for all his employees employed at the site of the project, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for the latter's employees. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide suitable insurance for the protection of his employees not otherwise protected.

In order to comply with the above requirements the contractor shall furnish and attach to each executed copy of the contract, a Workers' Compensation Certificate signed by the Ohio Industrial Commission, showing that the contractor has paid his industrial insurance premium.

**LIABILITY INSURANCE REQUIRED.** The contractor shall furnish proof to the City of public liability insurance. The amount of such public liability insurance shall be adequate to provide full coverage for any one occurrence of not of not less than \$1,000,000 for personal injury to any one person and a total of not less than \$1,000,000 for personal injury to all persons involved. The amount of such property damage insurance shall be adequate to provide full coverage for any one occurrence of not less than \$1,000,000 and a total of not less than \$1,000,000 for all occurrences.

Umbrella excess liability insurance to extend existing policies to the required limits shall be accepted. The City of Gahanna shall also be named as an additional insured. The certificate shall contain a provision that coverage afforded under the policy will not be canceled unless at least thirty (30) days prior written notice has been given to the City.

The contractor shall hold the City free and harmless from any and all claims for damages of every nature arising out of the performance of this contract, and shall defend, at their own cost and expense, each and every suit or action brought against the City by reason thereof, until the contract has been completed.

**NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:**

Pursuant to ORC 125.111, the contractor agrees that the contractor, any subcontractor, and any person acting on behalf of the contractor or subcontractor, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry, against any citizen of this state, in the employment of any person qualified and available to perform the work under this contract. The contractor further agrees that the contractor, any subcontractor, and any person acting on behalf of the contractor or subcontractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract, on the account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry. The contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program, and a progress report on its implementation, annually with the Ohio Civil Rights Commission and the minority business development office. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth provisions of this nondiscrimination clause.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.** The contractor and subcontractor shall comply with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

The U.S. Department of Labor, Safety and Health Regulations identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926 and subsequent amendments are hereby made a part of these contract documents. All federal OSHA standards must be enforced by contractors.

**LICENSING OF CORPORATIONS.** Particular attention is called to the statutory requirements of the State of Ohio relative to Licensing of Corporations organized under the laws of any other state.

**CITY INCOME TAX TO BE WITHHELD.** Said contractor hereby further agrees to withhold all City Income Tax due or payable under the provisions of Chapter 161 of the Codified Ordinances of Gahanna (as amended) for wages, salaries, and commission paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Tax due under said Ordinance for services performed under this contract. In order to comply with this section and to avoid delay in receiving payment for work performed under this contract, it will be necessary that said contractor complete and file an "Income Tax

Business Registration Form”, if he/she is not already registered with the Gahanna Finance Department.

**NON-APPROPRIATION CLAUSE.** In the event funds for this contract are not appropriated by the Council of the City of Gahanna, then the contract will automatically be cancelled without recourse to the City.

**NONPERFORMANCE.** Nonperformance and/or failure to meet obligations and contract specifications shall constitute cause for cancellation. Such notification shall be in writing and shall take effect thirty (30) days after said notification.

**DATE OF COMPLETION.** The Contractor shall have completed the work on or before the calendar date specified in the Notice to Bidders, or on or before a later date determined as specified herein, otherwise the owner shall proceed as provided in sections A1 and/or A2.

If the contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the Owner will postpone the completion date by the number of calendar days as agreed to upon by the Owner, the Contractor and Project Engineer.

If the Contractor finds it impossible for reasons beyond their control to complete the work by the date as specified or as extended in accordance with the provisions of this subsection, they may, at any time prior to the expiration of the contract item as extended, make a written request to the Owner for an extension of time setting forth therein the reasons which they believe will justify the granting of their request. The Contractor’s plea that insufficient time was specified is not a valid reason for extension of time.

If the Owner finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, they may extend the time for completion in such amount as the conditions justify. The extended time for completion shall be in full force and affect the same as though it were the original time for completion.

**INCLEMENT WEATHER.** Delays caused by weather or seasonal conditions should be anticipated and will be considered as a basis for an extension of time only when the actual work days lost exceeds the amount listed in the chart below:

**Number of Work Days Lost Due to Weather**

<b>Month</b>	<b># of Days</b>
May	5
June	5
July	4
August	4
September	5
October	5
November	5

The time between December 1 and April 30 is considered winter months and no extensions will be granted for this time. A workday will be counted as lost if the contract's efficiency is reduced more than fifty (50%) percent on the critical item under construction at that time. Weekends and holidays will not be counted as lost workdays.

The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

If the Owner should suspend the work in whole or in part as provided in Section 0.33 of the General Provisions, the date for completion shall be postponed the number of days that the suspension directly or indirectly delays the completion of the work.

**A1 – FAILURE TO COMPLETE ON TIME.** For each calendar day that any work shall remain uncompleted after the Contract completion date, the sum specified herein will be deducted from any money due the Contractor, not as a penalty but as Liquidated Damages; provided however, that due account shall be taken of any adjustment of the completion date granted under the provisions of this section.

Schedule of Liquidated Damages under this contract are set at **one thousand dollars per calendar day.**

The Contractor shall complete the work by the calendar dates specified in the Proposal, or by a later date determined in accordance with the specified within this provision. Requests for extension of the completion date shall be in writing and should be submitted to the Owner, prior to the calendar date set for completion in the Proposal. Failure to request an extension of the completion date, in writing, prior to the calendar date set for completion in the Proposal, will **AUTOMATICALLY** cause the deduction of Liquidated Damages, as set forth in this provision, from all estimates due and payable to the Contractor after such completion date.

Permitting the Contractor to continue and finish the work or a part of it after the date fixed for its completion, or after the date to which completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the Contract.

The Owner may waive such portions of the Liquidated Damages as may accrue after the work is in condition for safe and convenient use.

**A2 – CANCELLATION OF CONTRACT.** If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned or the work under this Contract sublet by the Contractor, otherwise than herein specified; or if before the completion of the work under this Contract, the Contractor shall become financially unable to meet their current obligations or shall become bankrupt or shall make a general assignment for the benefit of the creditors or shall have a receiver appointed for them or to take charge of their affairs or shall have their property levied upon or taken in execution or under attachment; or if, at any time, the Owner shall be in the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the contractor is violating any of the conditions or agreements of this Contract, or is executing the same bad faith or is not fulfilling the terms thereof, or is not



making progress in the execution of the work as to indicate its completion within the same time specified in the Contract, or within the time to which the completion of the Contract may have been extended by the Owner, then the Owner, at their discretion may at any time declare this Contract or any portion thereof, terminated by written notice served upon the Contractor, a copy of which shall be given to the Surety or the authorized agent of the Surety.

Upon the service of such notice, the contractor shall discontinue the work or such part thereof as the Owner shall designate, whereupon the Surety may, at its option, assume this Contract or the portion thereof on which the Owner has ordered the Contractor to discontinue work and proceed to perform the same and may, with the written consent of the Owner, sublet the work or portions of same taken over, provided, however, that the Surety shall exercise its option if at all, within two weeks after written notice to discontinue work has been served upon the Contractor and upon the Surety of its authorized agent. The Surety, in such event, shall take the Contractor's place in all respects and will be paid by the City for all work performed by it in accordance with the terms of this contract and if the Surety, under the provisions hereof, shall assume said entire Contract, all monies remaining due to the Contractor at the time of Contractor's default, shall thereupon become due and payable to the Surety as the work progresses, subject to all the terms of this Contract.

In the event the Owner has ordered the Contractor to discontinue work on the project, the City shall have the absolute right, without liability on the part of the City to the Contractor or their Surety, to continue and complete the project herein described. The Surety and the Contractor shall then be jointly and severally liable for all expenditures made by the City to complete the said project expecting and providing that the Surety shall not be liable for any amount over the obligation of its bond.

Any and all balances of payments due to the Contractor by the City shall be forfeited to the City and the Contractor agrees that they shall lose all right, title, and interest to the said balances, excepting and providing that the said balances shall be used, after forfeiture, for a set off to the benefit of the Contractor and the Contractor's Surety on the expenditures of the City to complete this project.

In the event, any item specified herein this section (Information for Bidders) is in direct conflict with the General Provision of the said Contract, the Information for Bidders shall take precedent.

## GENERAL PROVISIONS

**Sec. 0.01 DEFINITIONS.** Whenever the “Owner” is used or implied in these specifications, it shall refer to the City, the Party of the First Part in this Contract.

Whenever the word “Council” is used or implied in these Specifications, it shall refer to the Council of the City.

Whenever the word “Director” is used or implied in these Specifications, it shall refer to the Director of Public Service of the City, the Party of the First Part in this Contract.

Whenever the word “Engineer” is used or implied in these Specifications, it shall refer to the City Engineer, or his authorized assistants, acting within the scope of the duties assigned to them.

Whenever the word “Contractor” is used or implied in these Specifications, it shall refer to the Contractor, Partnership, or firm of Contractors or his or their agent or agents undertaking a contract under these Specifications.

**Sec. 0.02 AUTHORITY OF ENGINEER.** The Engineer shall have full power and authority to do any or all of the following things:

- (a) ***Interpret Plans, etc.*** To interpret the meaning of plans and specifications when necessary and to decide all questions that may arise relative to the fulfillment of this Contract.
- (b) ***Judge of Quality.*** To be the sole judge of the quality and fitness of all material and workmanship; to supervise all tests; to inspect all work and material either at the factory, on the grounds of after placing in the ground; and to condemn any work or material which, in his judgment, does not fully conform to the plans and specifications.
- (c) ***Power to Condemn.*** He may so condemn faulty work or material at any time prior to the final acceptance of the work, notwithstanding that it may have been previously overlooked or may have become damaged after previous inspection, even though it may have been estimated or paid for. Any condemned work shall be promptly taken out and replaced by the Contractor without payment and any condemned material shall be removed from the job by the contractor and not returned to any part of the work.
- (d) ***Judge Foundation Material.*** To judge the suitability of all foundations and to order unsuitable foundation material excavated to such depth as he considers necessary and the excavation refilled in such manner and with such material as he may deem proper.
- (e) ***Fix Time and Place of Work.*** To fix the time and place where work shall be started and carried on, and to order the work carried on simultaneously at two or more points if he deems necessary.

- (f) ***Length of Trench.*** To determine the length of trench which shall be kept open at any time.
- (g) ***Precautions Against Damage.*** To require additional precautions against damage to the work or any public or private property. This power shall not, however, relieve the Contractor of any responsibility for providing proper safe guards, or for any such damage or accident.
- (h) ***Extra Work.*** To sign and give orders for extra work, when such work is necessary, under the provisions of this Contract.
- (i) ***Cleaning Up.*** To order all dirt, rubbish and other material cleaned up immediately after backfilling and to have such cleaning done at the expense of the Contractor in case such cleaning done at the expense of the Contractor in case such order is not complied with within three days.
- (j) ***Remove Employees.*** To order the Contractor to remove from the project any employee who is disorderly or disrespectful or who persistently does careless or unsatisfactory work.
- (k) ***Reject Work.*** To reject work if any provision of the Contract or Specifications is being violated.
- (l) ***Repair After Completion.*** To notify the Contractor of any break, settlement or failure within one year after the date of the final acceptance of the work, and to repair the same at the expense of the Contractor if not immediately attended to by the Contractor.
- (m) ***Assistants.*** To deputize assistants and inspectors to act for him in any of his powers and duties and such assistants and inspectors shall exercise all powers of the engineer within the limits of the specific authority given by him to each.
- (n) ***Lay Out Work.*** To lay out all work, set all stakes both for lines and grade, and locate all structures and appurtenances.
- (o) ***Amount and Quality.*** To determine the amount and quality of the several kinds of work which are to be paid for thereunder, including extra work.
- (p) ***Monthly Estimates.*** To prepare and sign approximate monthly estimates.
- (q) ***Final Estimate.*** To examine the work when notified of its completion and, if fully completed to his satisfaction, to make the necessary measurements and prepare and sign the final estimate.
- (r) ***Violation of Contract.*** To notify the Owner in writing of any violation of the Contract.

(s) *Extension of Time.* To determine the proper length of any extension of time provided for under this Contract.

(t) *The Engineer.* On the basis of on-site observations, shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the Contractor; but does not guaranty the performance of the Contractor and is not responsible for construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the work in accordance with the construction contract and shall not be responsible for defects of omissions in the work result of the Contractor's or any Sub-Contractor's employees or that of any other person and entities responsible for performing any of the work result as contained in the construction contract.

**Sec. 0.03 ENGINEER TO GIVE INSTRUCTIONS.** It is mutually agreed that wherever in this contract the words "as directed", "as required", "permitted", "approval", "suitable", "ordered", "proper", "satisfactory", or words of similar import are used, they shall be understood to refer to the instructions and judgment of the Engineer as applied to each particular case.

**Sec. 0.04 PLANS AND SPECIFICATIONS.** The drawings referred to in these Specifications consist of such plans, profiles, details and drawings as may be furnished by the Engineer before or as the work progresses. Work shown on the plans and not mentioned in the Specifications, or vice versa, shall be done as if shown on both, and should any actual or apparent conflicts, inconsistencies or errors be found, the Contractor shall notify the Engineer as soon as they are discovered and shall not proceed with any work affected thereby until the matter has been properly clarified or corrected by the Engineer.

**Sec. 0.05 WORK TO BE COMPLETE.** The intent of these Specifications is to provide for the work herein outlined to be full and complete in every detail for the purposes designated, and the Contractor hereby agrees to furnish everything necessary for such construction, notwithstanding any omissions or errors in the Contract Documents.

**Sec. 0.06 EXTRA WORK.** The Contractor shall do any other work not herein provided for and which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed, when and as ordered writing by the Engineer. Any such work may be paid for at a fair and reasonable price to be mutually agreed upon in a duly authorized supplementary contract.

Any such work, the price for which cannot be mutually agreed upon, shall be paid for at reasonable cost plus 15 percent.

The Engineer shall include in such reasonable cost, the cost to the Contractor, at current rates, of all materials used, of all labor either common or skilled, including foremen, and the fair rental of all machinery or power tools used upon the extra work for the period of such use. If said extra work requires the use of machinery not upon the work, then the cost of transportation of such machinery to and from the work shall be added to the fair rental, provided, however, that said

transportation shall not cover a distance exceeding 100 miles. The Engineer shall also include in said reasonable cost, the cost to the contractor of employer's liability insurance, workmen's compensation insurance and of public liability and property damage insurance covering bodily injuries or damage to the public resulting from the extra work.

The Engineer shall not include in said reasonable cost any cost or rental of small tools, buildings or any portion of the time of the Contractor or his Superintendents or any allowance for use of capital, or any profits, commissions or percentage of subcontractor these items being considered as in and covered by the 15 percent added to the reasonable cost, nor shall the Engineer include in said reasonable cost any cost to the Contractor of delays to the carrying out of the work occasioned by the extra work or any cost to the contractor of plant or equipment idle during the performance of the extra work.

The Contractor shall on or before the 10th day of the month succeeding that in which any extra work shall have been completed, file with the Engineer an account giving the itemized cost of such extra work, except where a supplementary contract has been entered into and shall give the Engineer access to all accounts, bills and vouchers relating thereto. In case the Contractor shall fail to file, within the time above mentioned, such accounts for extra work, he shall have no claim for compensation for the same against the Owner. No extra work will be paid for unless specifically ordered as such in writing by the Engineer or his properly authorized agents as aforesaid.

If for any reason it becomes necessary to issue an extra work order, the total payment for which will exceed \$1,000.00, the same shall be done upon written order from the Engineer duly authorized by the Owner, the work to be done and payment to be made as hereinabove specified.

**Sec. 0.07 LINES, GRADES AND ELEVATIONS.** Such lines, grades and elevations as may be deemed necessary will be given by the Engineer but this shall not be construed to mean all lines, grades and elevations. The Contractor shall provide all stakes and such other materials and give such assistance as may be required, and the marks shall be carefully preserved. He shall inform the Engineer a reasonable length of time in advance of the time and places at which he intends to work, in order that lines, grades and elevations may be furnished and so that necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer or delay to the Contractor. There shall be not special compensation to the Contractor for the cost of any of the work or delay occasioned by giving lines, grades and elevations or making other necessary measurements or by inspection; but such costs shall be considered as having been included in the prices stipulated for doing the work called for in this Contract.

**Sec. 0.08 INSPECTION.** Whenever any work is in progress an inspector shall be appointed by the Engineer to inspect the same, and it will be the duty of such inspector to see that all materials used and work performed shall be strictly in accordance with the specifications.

**Sec. 0.09 NOT RELIEVED BY INSPECTION.** The inspection of the work shall not relieve the Contractor from any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good, and unsuitable materials will be rejected notwithstanding

such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

**Sec. 0.10 ABSENCE OF INSPECTORS.** No work shall be done in the absence of an inspector deputized by the Engineer.

Any work done in the absence of the inspector shall be removed and replaced by the Contractor at his own expense. Blasting shall be done only in the presence of an Inspector.

**Sec. 0.11 COMMENCEMENT AND COMPLETION.** The contractor shall commence work as specified in the "Notice to Contractors". The rate of progress shall be uniform insofar as contiguous work will permit, and such that on or before the time herein specified, the whole work shall have been performed and the restoration completed in accordance with the terms of the contract.

**Sec. 0.12 FAILURE TO COMPLETE ON TIME.** In case of default in completing the whole work to be done under this Contract on or before the date herein specified, or on or before a later date to which the time of said completion may have been extended by the Owner, the Contractor shall be liable for all expenses incurred by the Owner by reason of such default, including 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 expenses from any money due or to become due the contractor. The amount still owing, if any, after such deduction, shall be paid on demand by the Contractor or his surety from any other obligations under this Contract. It is also expressly agreed that the Contractor shall be liable to the Owner for all damages from his failure to complete the work within the time limit fixed.

**Sec. 0.13 OLD MATERIAL.** All materials removed from old construction and all materials, or articles of value, found in the excavation or on the site of the work shall be brought to the attention of the Engineer; and if he shall so order, shall be the property of the Owner and shall be placed conveniently for removal. If not claimed by the Owner, such material or articles shall be removed and disposed of by the Contractor at his own expense.

**Sec. 0.14 PERMITS, LAWS AND REGULATIONS.** The contractor shall keep himself fully informed of all existing and future ordinances or resolutions of the Owner, and of all municipal, state, and national laws in any manner affecting the work herein specified and shall at all times comply with such resolutions or ordinances and laws. The contractor shall take out all permits legally required at his own expense, and shall pay all fees and charges incident to prosecution and completion of the work. He shall notify the Chiefs of Police and the appropriate Fire Department and the Engineer whenever a street or section of a street is about to be closed to traffic, also when it is to be reopened.

**Sec. 0.15 NIGHT, HOLIDAY, OR WEEKEND WORK.** No work shall be done during the Night or on Weekends or Holidays, except in case of emergencies and weather related delays encountered during the normal weekly work hours, or when written permission is given.

The contractor agrees that all work on the Contract, including any and all subcontractors, shall be conducted only during the period from one-half hour before sunrise to one-half hour after sunset, as determined by the U. S. National Weather Service. Authorization of work during any other time shall only be upon written permission of the Engineer. Whenever a valid reason exists, however, for the use of a regular night work force for continuous work, the same shall be authorized in writing by the Engineer.

The Contractor shall pay all inspection related costs, including inspector supervision on all Night, Holiday and Week-end work conducted during any hours over 40 hours per week. Inspection fees shall be paid at the overtime rate of one and one-half times the inspector's regular per diem rate.

**Sec. 0.16 WRITTEN ORDERS BY THE ENGINEER.** The Engineer shall have full authority to reject work when the Contractor refuses to follow written instruction concerning said work when such instructions are not contrary to the Specifications. Any work done subsequent to and contrary to such an order, given in writing by the Engineer, shall be at the Contractor's risk; and the Owner shall be relieved of all claims for payment for same under this Contract.

**Sec. 0.17 PUBLIC UTILITIES.** The Contractor shall assume complete responsibility for, and make satisfactory arrangements with, the management of all utilities concerned or affected by the construction of the work covered by this contract. In no case shall the services of any utilities be disrupted or interfered with without the consent of the Owner thereof, and in case any sewer, pipe, conduit, pole line, track, or other public utility property is damaged or has to be removed, the repair of removal, or removal and reconstruction if required, shall be done by the Owner of the utilities and the Contractor shall pay for the expense thereof, unless herein otherwise provided for. Call OUPS 1-800-362-2764.

**Sec. 0.18 EXISTING SURFACE, OVERHEAD AND SUB-SURFACE STRUCTURES.** An effort has been made to show on the plans such existing sub-surface structures, except service connections, as may be encountered in connection with the work under this Contract; however, it is understood by both parties hereto that all existing sub-surface, surface and overhead structures are not necessarily correct. The Contractor shall make such investigations as are necessary to determine the extent to which existing sub-surface, surface or overhead structures may interfere with the prosecution of the work contemplated under this contract.

In order to avoid damages to private sub-surface utility lines and services, as a result of excavating operations, the contractor shall give advance notice of each line or service crossing to the particular company concerned.

Should the Engineer deem it necessary, during the progress of the work, to move or relocate existing surface, overhead or sub-surface structures because of physical interference with the proposed work or to otherwise facilitate construction, the Contractor shall cause the same to be done at his own cost and expense, unless otherwise ordered or herein provided for. The Owner, however, reserves the right to make minor changes in the location of the proposed structures within the streets, alleys and easements if this is deemed advisable.

Existing surface, overhead or sub-surface structures damaged or destroyed by reason of the Contractor's operations, whether shown on the drawings or not, shall be promptly repaired or replaced in a manner satisfactory to the owners of the same at the cost and expense of the Contractor.

The Contractor shall not claim, nor shall he be entitled to receive, compensation for damages sustained by reason of the inaccuracy or incompleteness of any of the information given on the drawings or for delays occasioned in moving or relocating any existing surface, overhead or sub-surface structure or by reason of his failure to support and maintain such structures as specified.

**Sec. 0.19 PROTECTION OF EXISTING STRUCTURES.** Special attention is called to the existing structures which are located adjacent to or across the work to be constructed under this Contract. The timbering and the method of excavating shall be such as to prevent any loss of the supporting ground under or around these existing structures or damage to these structures. If directed, the Contractor shall adopt and use such special timbering, methods of excavating or safety precautions as may be necessary or required.

Extreme care shall be taken at all times during construction of the work adjacent to or across the sewers, water mains, gas mains, telephone and electric conduits, and other utilities, to the end that they will not be disturbed in any way. Smoking or any kind of open flame shall be prohibited on or about the work during the time any portion of the gas mains are exposed.

The cost of this work shall be included in the price for the various items.

**Sec. 0.20 RIGHT OF WAY.** Where shown on the plans, permanent right-of-way agreements or temporary construction easements, or both, have been obtained or are in the process of being obtained from the owner of the property. Any additional temporary construction easements required by the Contractor shall be obtained by him at the Contractor's cost. Whenever work is located in private property, it shall be done in conformity with all agreements between the Owner and the property owner or between the Contractor and the property owner as applicable.

**Sec. 0.21 INTERFERENCE WITH TRAFFIC.** The Contractor shall so pile up his material as to interfere as little as possible with traffic on the roads, streets, alleys, crossing and sidewalks. When material is piled in gutter of ditches, suitable drains of sufficient size to carry all the storm water flowing in the gutters or ditches shall first be laid. Where the drainage from cross-streets of alleys is interfered with or cut off by reason of the nature of the work, suitable crossings shall be provided for pedestrians. No material shall be piled within 20 feet of any fire hydrant and a clear way for traffic shall be provided at intersections.

In the event it becomes necessary to close any highway, street, alley or private drive to vehicular traffic, the Contractor shall, at least 24 hours in advance of such closure, notify the occupants of all premises which may be affected thereby.

**Sec. 0.22 BARRICADES AND LIGHTING.** The Contractor shall place proper barricades along and around all excavations and obstructions to traffic where danger exists, and shall place and maintain sufficient red lights at night to prevent accidents. If the Engineer is of the opinion



that sufficient barricades, warning signs and red lights have not been provided by the Contractor, at or along any of the work, the Engineer may provide such additional barricades, signs and lights as may be deemed necessary and the Contractor shall pay all costs incurred by the Owner in connection therewith. This section and any procedure by the Engineer conforming thereto shall not relieve the Contractor from properly protecting his work or from any of his obligations or responsibilities herein provided.

**Sec. 0.23 CONTIGUOUS WORK.** The Contractor shall permit the Owner, its agents, contractors for adjoining work, or contractors for additional work on the same site, to construct or install such work as the Owner may desire. Such adjoining or additional work will be constructed or installed with as little hindrance or interference as possible to the Contractor. The Contractor hereby agrees not to interfere with or prevent the performance of any adjoining or additional work by the agent or agents of the Owner. Any dispute which may arise between Contractors in regard to their adjoining work shall be adjusted by the Engineer. Furthermore, no claims for extra payment shall be made as a result of delays which may occur due to work on any contiguous or adjoining work or project.

**Sec. 0.24 SANITARY REGULATIONS.** Such sanitary regulations as may be prescribed shall be obeyed and followed by the Contractor without extra charge. Suitable sanitary convenience and plenty of pure water shall be furnished by the Contractor for the use of employees. Offensive or unsanitary conditions will not be permitted and any objectionable matter found or deposited in the trenches or excavations or about the work shall be removed by the Contractor at his own expense.

**Sec. 0.25 PATENTS.** The Contractor shall indemnify, keep and save harmless the Owner for all liabilities, judgments, costs, damages, and expenses which may in any wise come against the Owner by reason of the use of any patent material, machinery, devices, equipment, or processes furnished or used in the performance of the work under this Contract or by reason of the used of patented designs furnished by the Contractor and accepted by the Owner.

In the event that any claim, suit or action at law or in equity of any kind whatsoever is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain from the money due and to become due the Contractor, a sufficient amount of money as shall be considered necessary by the Owner, to protect itself against loss until such claim, suit or action shall have been furnished to the satisfaction of the Owner. The bond given by the Contractor shall be held to protect the Owner against all claims or demands of every kind, character, and description for patent rights, licenses, and infringements.

**Sec. 0.26 BIDDERS TO EXAMINE THE SITE.** All bidders for work under this Contract are required, before submitting bids, to examine the site of work and adjacent premises and the various means of approach to the site, and to make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all the work involved to completely execute this Contract, also as to the facilities for delivering or handling materials and plant at the site, and conditions and difficulties that will be encountered in the performance of the work specified herein. No plea of ignorance of conditions that exist, or that may hereinafter exist, or of difficulties that will be encountered in the execution of the work thereunder, as a result of

failure to make necessary examinations and investigations will be accepted as a sufficient excuse for any failure or omission on the part of this Contract, or will be accepted as a basis for any claims whatsoever for extra compensation.

**Sec. 0.27 OBLIGATIONS OF CONTRACTOR.** The Contractor shall furnish all the labor, tools, scaffolding, shoring, timbering, bracing, appliances and equipment necessary to properly and safely complete the work under this Contract, in the manner specified and within the time specified. He shall also provide all necessary machinery and plant for the proper and safe execution of the work under this Contract, and shall cover and protect the work from damage due to any cause whatsoever.

All necessary day and night watchmen, barricades, lights warning signs and such other precautions as may be necessary to protect the health and safety of the general public shall be employed, erected and performed by the Contractor who hereby agrees to hold the Owner harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of the Contractor, his sub-contractors, agents or employees. Watchmen, lights, barricades, and warning signs provided or erected by anyone other than the Contractor shall not relieve the Contractor of his responsibility under this section.

The Contractor shall assume the defense of and indemnify the Owner and its officers and agents from all claims relating to labor and material furnished for the work, or to damage to adjacent property or premises, or to the injury of any person or persons by reason of the construction of the work under this contract, or the manner of doing the work, and shall pay any judgments obtained upon or growing out of any or all such claims.

The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance, including vehicle coverage issued to the CONTRACTOR and protecting him 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 himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

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

Certificate of Insurance naming the OWNER as additional insured shall be filed with the OWNER prior to commencement of the WORK. These certificates shall contain a provision that

coverage afforded under the policies will not be canceled unless at least 30 days prior WRITTEN NOTICE has been given to the OWNER.

**Sec. 0.28 RESPONSIBILITY OF CONTRACTOR.** The Contractor shall assume full responsibility for the work, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen delays, obstructions or difficulties which may be encountered, or because the nature of the ground, earth or rock in or on which the work is to be done, is different from what is assumed or was expected, or on account of the weather, floods or other causes; and he shall assume the defense of, and indemnify and save harmless the Owner and its authorized agents from all claims of any kind arising from the performance of this Contract.

**Sec. 0.29 REPRESENTATIVE ALWAYS PRESENT.** The Contractor shall give his personal supervision to the faithful prosecution of the work, but in case of his absence he shall have a competent representative or foreman on the work who shall have full authority to act for him and to supply labor and material immediately and who shall follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work and every part thereof.

**Sec. 0.30 EMPLOY ONLY COMPETENT PERSONNEL.** The Contractor shall employ only competent and skillful personnel to do the work and whenever the Engineer shall inform him that any person on the work, is, in his opinion, incompetent, unfaithful, or disorderly, or is refusing to carry out the provision of the Contract, or who persistently does careless or unsatisfactory work, or uses disrespectful, threatening or abusive language to any official having supervision of the work or to the public, such person shall be removed from the work, and shall not again be employed on this project without the written consent of the Engineer.

**Sec. 0.31 PROPER METHODS OF WORK TO BE USED.** If at any time before the commencement of or during the progress of the work, the materials or appliances used, or to be used, appear to the Engineer to be insufficient or inappropriate for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase their quality and efficiency and improve their character; and the Contractor shall conform to such order; but the failure of the Engineer to demand such increase or improvement shall not release the contractor from his obligations to secure the quality of work and rate of progress specified. All materials and workmanship where the quantity, dimensions and quality are not shown on the plans, or specified in the specifications, shall be furnished in sufficient dimensions and quantities for the proper execution of the work as directed by the Engineer.

**Sec. 0.32 SAFETY REQUIREMENTS AND PRECAUTIONS.** The Contractor and Sub-Contractor shall be solely responsible for all federal, state, and local safety requirements, together with exercising precautions at all times for the protection of persons (including employees) and property. It is also the sole responsibility of the Contractor and Sub-Contractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the work.

**Sec. 0.33 SUSPENSION OF WORK.** The Engineer or the Owner reserves the right to suspend the whole or any part of the work. If such suspensions are due to any act or failure on the part of the Contractor, or to any breach of contract on his part, he shall receive no compensation or extension of time.

Should the weather be such that any part of the work cannot be done in the proper manner with due regard to quality of materials or workmanship, or should such be the case from any other cause, then the Engineer may order such part of the work to be suspended until a more suitable season, in which case the Contractor shall cover and otherwise sufficiently protect the several parts of the work so that it will not be injured by the weather or by any other cause or agency. In such case of suspension, the time within which the Contractor is required to complete the work shall be extended by as many calendar days as the work was suspended.

Upon any stoppage of the work for any reason, all material is to be piled up snugly, so as not to impede the travel on the sidewalk or traveled way, or the use of fire plugs, and all rubbish or surplus material is to be removed immediately thereafter from the site of the work by the Contractor. The several parts of the work done are to be covered and otherwise sufficiently protected, so that it will not be injured by the weather or any other cause or agency.

**Sec. 0.34 RATE OF PROGRESS.** The rate of progress shall be as nearly uniform as practicable and shall be such that all work under this Contract will be completed within the time herein specified or on or before a later date to which the time of completion may have been extended by the Owner.

If at any time, the Engineer shall be of the opinion that the work under this Contract is unnecessarily delayed and will not be finished in the prescribed time, he shall so notify the Contractor in writing. If the Contractor fails, within 10 days thereafter, to take such measures as will, in the judgment of the Engineer, insure the satisfactory completion of all work under this Contract on or before the date specified, the Owner may then notify the Contractor to discontinue all work under the Contract in accordance with the provisions of the paragraph entitled in accordance with the provisions of the graph entitled "Breach of Contract - Surety or Owner to Complete Work," as elsewhere included herein.

**Sec. 0.35 EXTENSION OF TIME.** If the Contractor is obstructed or delayed in the prosecution or completion of the work by the neglect, delay, or default of any other contractor for adjoining or contiguous work, or by any damage that may occur to his work by the unusual action of the elements, or by any delay on the part of the Owner in doing any work or furnishing any material which may be herein provided, the Contractor shall have no claim for damages or loss of profits.

If the Contractor is obstructed or delayed as a result of one or more of the reasons mentioned above or for any other reason not herein mentioned and which the Engineer may consider just cause, the Contractor shall be entitled to such extension of the time herein specified, for completion of the work, as the Owner, upon recommendation of the Engineer, may consider fair and just. The Owner, however, shall be under no obligation to consider any

extension of time unless the Contractor has made a request in writing for such extension, within one (1) week immediately following the time when any alleged delays shall have occurred.

**Sec. 0.36 STATEMENT OF DAMAGES.** If the Contractor claims compensation for any alleged damage, make a written statement to the Engineer of the nature of said damage, and shall on or before the 10th day of the month succeeding that in which such damage shall have been sustained, file with the Engineer an itemized statement of the details and itemized amounts of such claims. Unless such statement is made, his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage.

**Sec. 0.37 LOSSES.** The Contractor shall bear all losses resulting to him on account of the amount or character of the work, or because any condition encountered is different from what was expected, or on account of the weather, elements or other cause, and the Contractor hereby waives all claim for damage or loss because of ignorance of conditions on, above or under the ground, or facilities for delivery or handling materials, or any other conditions pertaining to the work, or on account of any error in the statement of approximate quantities used for comparing bids. It is expressly understood that no attempt has been made to show all underground objects on the plans and that, if any such are indicated, their location and character is not known to be even approximately correct.

**Sec. 0.38 PROTECTION OF PAVED SURFACES.** The Contractor shall so conduct his operations as to avoid damages to pavement surfaces. Mechanical equipment with lug or cleat equipped caterpillars will not be permitted on macadam, surface treated, asphalt, concrete, or other types of pavement surfaces which may be damaged thereby, unless the lugs or cleats are covered with rubber pads or otherwise protected. Any and all damage resulting from the Contractor's operations shall be satisfactorily repaired and maintained as directed by the Engineer and as herein provided at the expense of the Contractor.

**Sec. 0.39 DAMAGE TO PROPERTY.** All damage caused by the carrying out of this Contract to any pipes or conduits or other public or private property of any nature whatsoever, whether above or under the ground, including trees and crops, shall be made good to the satisfaction of the Owner of the same, at the expense of the Contractor.

**Sec. 0.40 ESTIMATED QUANTITIES.** The Contractor agrees that the estimated quantities are only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim for anticipated profits or loss of profits or damages because of a difference between the quantities of the various classes of work actually furnished, and the said estimated quantities; and he agrees that the Owner shall not be held responsible if, in the construction of the work, any of the said estimated quantities should be found to be not even approximately correct, and that the Engineer may without alteration or modification of this Contract, increase, decrease, or omit the amount of any class or portion of the work as may be deemed necessary.

If any error, omission or misstatement is discovered in the said quantities, the same shall not invalidate this Contract or release the Contractor from any obligations or liabilities herein

stipulated or from the execution and completion of the whole or any part of the work, herein specified, in accordance with the specifications and plans therefore, and as required by the Engineer at the prices herein agreed upon.

**Sec. 0.41 ADDITIONS OR OMISSIONS.** The Owner may, without alteration or modification of this Contract, increase, diminish, or omit the work covered by any item of this Contract. When such item is covered by a unit price the amount actually required will be paid for; if by a lump sum price, the net addition or deduction, representing the actual value of the work added or dispensed with, shall be agreed upon before the work is done, and if agreement claim for loss of anticipated profits or damages shall be made or allowed on account of such changes, and the validity of the Contract or bond shall not be affected thereby.

**Sec. 0.42 SUBCONTRACTORS.** The contractor shall not, without the written permission and approval of the Owner, assign or sub let any part of the work to be done under this Contract.

In the event that the Contractor desires to sub let any part of the work, he shall first submit to the Owner a statement showing to whom it is proposed to sub let and the party or parties to whom it is proposed to sub let the same and his or their experience, financial ability, technical and other qualifications for properly carrying out and completing the same and the decision of the Owner as to said qualifications, financial ability, experience and competency shall be final and binding upon both parties hereto.

It is further understood and agreed that such sub letting, although approved by the Owner, shall not directly or indirectly release or modify the responsibility of the Contractor for the satisfactory and entire completion of the work under this Contract, and each and every part and portion thereof.

In case any party or parties to whom any work under this Contract shall have been sub let shall disregard the direction of the Engineer of his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the conditions of the Contract, then, in that case, upon written order of the Engineer the Contractor shall require said party or parties in default to discontinue work under this Contract.

Any defective work done by any sub-contractor shall be removed and replaced with work which is satisfactory to the Engineer and without cost to the Owner.

**Sec. 0.43 BREACH OF CONTRACT-SURETY OR OWNER TO COMPLETE WORK.** If the Contractor fails to commence work under this Contract within the time required, or abandons the work, or any part thereof, or fails to make such progress as may be required to show reasonable promise of completion within the specified time, or violates any of the conditions of this Contract, or executes the work in bad faith, or fails to pay in lawful money for labor and material used within a reasonable time, or assigns this Contract or any part thereof without the written consent of the Owner, or if the Contractor becomes bankrupt, or makes a general assignment, or a receiver be appointed for him, the Owner may make a finding to that effect and so notify the Contractor and the Sureties in writing. The Contractor shall not remove any materials from the work after receiving such notice. If the Contractor fails, within three (3) days

thereafter, to correct the conditions set forth in such findings, or fails to continue the work thereafter in a manner satisfactory to the Owner, the Owner shall notify the Contractor to stop work and shall take possession of the work and all materials thereon (not including tools, machinery, and equipment) and the right of the Contractor to perform, control or supervise the work and to occupy the ground, shall immediately cease and the Contractor shall receive no further payment except as hereinafter stated. The Contractor shall look after and be responsible for his machinery, tools and equipment.

The Owner shall give notice to the Surety on the Bond of the Contractor that such action has been taken and the Surety shall thereupon have the right to enter upon and complete the work and to use all materials found thereon for such purpose. In case said Surety elects to so complete the work, and within ten (10) days after receiving notice of the action of the Owner, notify the Owner in writing to that effect, and within thirty (30) days after receiving such notice, enter upon and proceed with the completion of said work and carry on the work with reasonable diligence satisfactory to the Owner and in accordance with this Contract and pay all proper and legal claims for labor and material employed or purchased for the work, whether by the Contractor prior to the order to stop work or by said Surety subsequent thereto, and all legal obligations of the Contractor under this Contract for which the Surety is liable, then said Surety shall be entitled to receive all further pavements due, overdue or to become due for work done by said Contractor or said Surety under this Contract at the prices and under the conditions stated in this Contract, and the Contractor hereby agrees that under such conditions said Surety shall be surrogated to the rights of the Owner in the funds as against any other assignee. Provided, however, that if conditions on any part of the work are such that immediate work is necessary to protect life or property, or to avoid financial loss, and the Sureties fail to do such work immediately on notice from the Engineer, the Owner may cause such work to be done and charge the same to the Contractor and the Surety.

Should said Surety fail to so notify the Owner that they have elected to complete the work, or, having so notified the Owner, should said Surety fail to enter upon and proceed with the work as hereinabove stipulated, or to carry out all the obligations of the Contractor under this Contract, the Owner shall notify the Contractor under this Contract, the Owner shall notify the Contractor and the Surety in writing to that effect and shall thereupon continue or resume possession of the work and all materials thereupon and all rights of said Surety to possession of the work or to receive any further payments from the Owner shall cease and the Owner shall complete the work by Contract so such other method as they deem best and may procure such tools, equipment, labor, and material as may be necessary, and charge the cost thereof and all other expenses incident to such completion to the Contractor and the Surety, who shall be credited with the value of the work done at the Contract prices herein stated. On receipt of such notice, the Contractor or the Surety shall remove all tools and equipment from the site of the work and the Owner shall not in any way be responsible for the same. If such tools and equipment are not removed within ten (10) days after such notice, the Owner shall remove the same and charge the cost of such removal to the Contractor and the Surety. Provided, however, that by written agreement between the Owner, the Contractor and the Surety, the Owner may retain and use the tools and equipment found on the work or any part thereof for the purpose of completing the work and on such completion and settlement of all obligations by the Contractor and Surety, the Owner shall release such tools and equipment, or

the remainder thereof, to the Contractor and the Surety. It is hereby agreed that there shall be no claim against the Owner for any loss or damage of such tools and equipment, whether removed by the Contractor, the Surety, or the Owner, or whether or not used by the Owner.

In case sworn claims for labor performed on the work are on file or are filed with the Owner or with the Engineer, when or after the Contractor is ordered to stop work and a schedule of such claims furnished to the Contractor and to the Surety the Owner may pay and charge to the Contractor and to the Surety such claims, or such portions thereof, as are not disputed by the Contractor or the Surety as incorrect or fraudulent within five (5) days after such schedule is furnished to them and such claims or the payment thereof shall not be later contested. The amount of any such claims disputed by the Contractor or the Surety, together with the amount of all other unpaid claims against the Contractor or the Surety filed with the Owner of the Engineer shall be withheld by the Owner for the amount thereafter to be paid to the Contractor and the Surety until such claims are settled by agreement, or litigation. In case the amounts so withheld are not sufficient to pay such claims the Contractor and the Surety shall protect, defend and save harmless the Owner, its officers and agents, from all loss and damage by reason of such claims.

If, on the completion of the work, there is a balance due the Contractor, it shall be paid to the Contractor or the Surety, as their interests may appear, under the conditions of this section and as elsewhere herein provided. If the charges against the Contractor exceed the total amount due him, the balance shall be paid to the Owner by the Contractor or his Surety within thirty (30) days after demand is made on them.

**Sec. 0.44 PRICES.** The Owner agrees to pay, and the Contractor agrees to accept, as full compensation, satisfaction and discharge for all work done and materials furnished, whether mentioned in the Estimated Quantities or not and also for costs and expenses incurred and loss or damage sustained by reason of the action of the elements or because of the nature of the work or because of any unforeseen obstruction or difficulty encountered in the prosecution of the work and also for all expenses incurred by or in consequence of, the suspension of the work was herein specified, and also for well and faithfully completing the work and the whole thereof, in accordance with the terms, conditions and provisions of this Contract and the instructions, orders and directions of the Engineer thereunder, and also for maintained the work in good condition until the final payment is made and for one (1) year thereafter, except extra work and modifications and supplementary contract which shall be paid for as elsewhere herein provided, a sum of money equal to the amount of the actual work done and material furnished, as determined by the Engineer, under each item listed in the Proposal multiplied by the unit price applicable to each such item as set forth in the Proposal attached hereto.

**Sec. 0.45 PARTIAL ESTIMATES.** The Engineer shall at least once each month make an approximate estimate of the value of the work done and materials incorporated into the work by the Contractor during the previous calendar month, whenever said monthly work exceeds One Thousand Dollars (\$1,000.00) in value. The Contractor shall assist the Engineer in the preparation of this estimate by submitting to him at the start of each month, an estimate of the work he has accomplished during the preceding month, broken down by items and containing substantiating data and computations. Allowable will be made for non-perishable materials which are to be incorporated into the work and which have been delivered and properly stored



upon the site; but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at his own expense. Payment for materials and equipment delivered and stored as specified above shall be on the basis of ninety-two percent (92%) of the paid invoices for both lump sum and unit price items. Materials and equipment delivered to the site shall become the property of the Owner upon payment therefore. The Quantities included in monthly estimates will not be determined by strict measurement or with exactness, and it shall be satisfactory if they are approximate.

**Sec. 0.46 PARTIAL PAYMENTS.** After each partial estimate has been prepared and certified and signed by the Engineer and approved by the Owner, the Owner shall, within thirty days after the date of the estimate, pay the Contractor ninety-two percent (92%) of the amount stated in the estimate; provided however, that the Owner at all times reserves and retains from any partial payment in addition to the eight percent (8%) above mentioned to be retained and reserved, any sum or sums which by the terms hereof, or of any law of the State of Ohio passed prior to the date hereof, it is or may be authorized to reserve or retain. Partial payments may at any time be withheld or reduced if, in the opinion of the Engineer, the work is not proceeding in accordance with the Contract.

**Sec. 0.47 ADJUSTMENTS OF RETAINED PERCENTAGE.** All labor performed and materials furnished and incorporated into the work after the job is fifty percent completed (as determined by the Engineer) shall be paid for at the rate of One Hundred Percent of the estimates submitted by the Contractor and approved by the Engineer. Such adjustment of retained percentage shall in no way reduce the Contractor's responsibility or in any way affect any of the other provisions of this contract. All retained funds at fifty percent (50%) completion shall be deposited in an escrow account as designated in Section 153.63 of the Ohio Revised Code.

It is further understood and agreed by the Contractor that the sums retained by the Owner, as provided in Sec. 0.46, shall be held by the Owner until completion of the entire work.

**Sec. 0.48 FINAL ACCEPTANCE.** The Contractor shall, after all work has been finished, notify the Engineer, and the Engineer shall, by personal inspection, satisfy himself as to the hereto that the actual date of completion and date of final acceptance for all purposes herein stated, shall be the date of the final estimate.

**Sec. 0.49 FINAL ESTIMATE.** The Engineer shall, as soon as practicable, after all work has been finished as required by this Contract and after the inspection by the Engineer specified above, make a final estimate of the amount of work done and the value thereof. Such final estimate will be signed by the Engineer, and the Owner shall (after such final estimate has been made and approved by the Owner) pay ninety-six percent (96%) of the sum so found to be due, after deducting therefrom all previous payments and all amounts to be kept and retained under the provisions of this contract. All prior estimates shall be subject to correction in the final estimate and payment.

**Sec. 0.50 TEN PERCENT RETENTION.** The Contractor hereby further agrees that the Owner is hereby authorized to retain for a period of thirty days subsequent to the date of final acceptance of the work, out of the money payable to said Contractor under this agreement, the

sum of ten percent (10%) of the amount of the Contract, and to expend the same in making such repairs of the said work, or in filling or grading settlements or irregularities of surfaces as may be deemed necessary, in case the same are neglected by the Contractor after reasonable notice, or are a menace to public safety.

**Sec. 0.51 MAINTENANCE.** The Contractor shall keep the work in good repair for one (1) year after date of the final acceptance and shall correct and repair promptly during that time, all breaks and failures of whatever description, and all settlement and irregularities of street or ground surfaces, and shall deliver the work in all respects in good condition at the end of that time; provided, however, that the Contractor surfaces replaced by the Owner.

**Sec. 0.52 FINAL PAYMENT.** Upon expiration of said thirty day period as herein before set forth in Sec. 0.50, the Owner shall, provided all the work covered by this Contract shall at that time be in good order and all obligations of the Contractor fulfilled, pay the Contractor such part of the four percent (4%) retained as may remain after the expense of making any repairs shall have been deducted therefrom, plus any interest accumulated from the retainage escrow account specified in Sec. 0.47. Provided that before any final payment shall be made to the Contractor, he may be required to sign a certificate that all claims for material furnished and labor performed have been paid and satisfied in full.

**Sec. 0.53 NO WAIVER OF RIGHTS.** No inspection, estimate, certificate, payment or acceptance of money, acceptance, possession, extension of time, or any other act except a specific waiver by resolution of the Owner shall operate or be construed as a waiver of any rights of the Owner under this Contract; nor shall any waiver or any breach of any condition of the Contract constitute a waiver of any other breach or condition.

All remedies in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the Owner shall have any and all equitable and legal remedies which it would in any case have.

**Sec. 0.54 RELEASE OF LIABILITY.** It is hereby agreed that no person or corporation, other than the signer of this Contract as Contractor, or the principals herein named, has any interest thereunder and no claim shall be made or be valid, nor shall the Owner or any official or agent thereof be liable for or be held to pay any money, except as provided herein. The acceptance by the Contractor of the payment of the final estimate shall operate as and shall be a release to the Owner and every officer and agent thereof, from all claims of and liability to the Contractor for anything done or furnished, for or relating to the work, or for any act or neglect of the Owner, or any person relating to or affecting the work.

**Sec. 0.55 DISCRIMINATION BECAUSE OF RACE, ETC.** In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, age, handicap, color or national origin. The aforesaid provision shall include by not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or selection for training including apprenticeship. The Contractor agrees to post hereafter in

conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts thereunder, except sub-contracts for standard commercial supplies or raw materials.

**Sec. 0.56 ALTERATION OF CONTRACT.** When, in the opinion of the Owner, it becomes necessary in the prosecution of any work or improvement under Contract to make alterations or modifications shall only be made upon the order of the Owner, but such order shall be of no effect until the price to be paid for the work and material or both under the altered or modified Contract, has been agreed upon in writing and signed by the Owner and the Contractor.

No Contractor may recover anything for work or material because of any such alteration or modification unless the Contract is made in such manner, nor shall he be allowed to recover for such work and material, or either, more than the agreed price. The law relating to the requiring of bids and the awarding of contracts for public buildings and improvements, so far as it applies, shall remain in full force and effect.

**Sec. 0.57 OWNER INCOME TAX TO BE WITHHELD.** Said Contractor hereby further agrees to pay all Income taxes due or payable under the provisions of Codes. Contractor further agrees to withhold all Income Taxes for wages, salaries and commissions paid to his employees and further agrees that any of his sub-contractors shall be required to agree to withhold any such Income Taxes due for work performed under this Contract.

**Sec. 0.58 AWARD AND EXECUTION OF THE CONTRACT.** The award and execution of the Contract shall be made within sixty days after the date on which the bids are opened.

The failure to award and execute the Contract by the Owner within sixty days invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the Contract is extended by mutual consent by written agreement between the Owner or its representatives and the bidder whose bid the Owner accepts, and with respect to whom the Owner subsequently awards and executes a Contract.

If the time for awarding the Contract is extended by mutual consent, or if the Owner or its representative fails to issue a timely notice to proceed as required, the Owner or its representative shall issue a change order authorizing delay costs to the Contractor, which does not invalidate the Contract. The amount of such a change order to the Owner shall be determined in accordance with the provisions of the Contract for change orders or force accounts. In the event of a dispute between the Owner and the Contractor concerning such change order, then the cost to the Owner shall be the Contractor's actual costs including wages, labor costs other than wages, wage taxes, materials, equipment costs and rentals, insurance, and sub-contracts attributable to the delay, plus a reasonable sum for overhead.

**Sec. 0.59 BID OPENING.** The bid for which the award is to be made shall be opened at the time and place name in the Advertisement for Bids, unless extended by the Owner or its representative or unless, within seventy-two hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and legal Holidays, any modification of the plans or

specifications for the project for which bids are solicited is issued and mailed or otherwise furnished to persons who have obtained plans or specifications for the project, for which the time for opening of bids shall be extended one week, with no further advertising of bids required.

**Sec. 0.60 INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and

(2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in this section.

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 Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 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 Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

# Appendix A

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## Supplemental Specifications

## **SUPPLEMENTAL SPECIFICATIONS**

### **BIG WALNUT TRAIL, SECTION 5**

**PROPOSAL.** No extra compensation will be paid to the contractor by reason of compliance with any of the requirements indicated in the specifications.

**COMPLETION DATE.** The work under this contract shall be completed in a manner acceptable to the City on or before the date listed in the notice to bidders unless an extension of time is granted in writing by the Director of Public Service.

**REFERENCE SPECIFICATIONS.** The requirements of the City of Gahanna, together with the "Construction and Material Specifications, City of Columbus, Ohio" including all supplements thereto in force on the date of the contract, shall govern all materials and workmanship involved in the improvements, except as such specifications are modified herein.

**MAINTAINING TRAFFIC/GOLF COURSE OPERATIONS.** All lanes and trails/paths on all City streets/golf course are to remain open at all times. Ingress and egress to private driveways shall be maintained at all times. All traffic control devices, including lights, signs and barricades shall be constructed in accordance with the "Ohio Manual of Traffic Control Devices for Construction and Maintenance".

The cost of all lights, signs, and barricades necessary to maintain the aforementioned condition shall be included in price bid for the various items as set forth in the proposal.

**RESTORATION AND CLEANUP.** It is the intent of the City to keep inconvenience to the property owners to an absolute minimum. All work prescribed and described in these specifications is situated in improved areas. Any street signs or landscaping features removed during construction by the Contractor must be restored by the Contractor in a timely manner. The cost for removing and replacing signs and landscaping features shall be included in the price bid for the various items as set forth in the proposal. All work is to continue on a uniform basis and on schedule, particularly the restoration and cleanup of disturbed areas after construction. Disturbed areas such as sidewalks and curb ramps must be clearly marked by the contractor until the work can be completed. The City will pay only for those items that are completed in their entirety as described in the specifications.

**GOLF COURSE OPERATION.** The golf course will continue to operate during construction of the trail project. Construction activities should be planned such that minimal impact is experienced to the golf course operations. Contractors should also plan for personal protective equipment and/or protective equipment screens to protect workers from possible strikes from golf balls. While most of this alignment is out of heavy play, there are some areas where golf balls frequently land.

**STAGING.** Staging of construction materials and equipment will be facilitated in the storage lot on the north end of the golf course. Minimal staging and storage should occur beyond this area.

**CONSTRUCTION LIMITS.** Due to the nature of the use of this site (golf course and soccer field), the construction limits are to be minimized the trail alignment and grading areas as identified in the plans and specifications. Under no circumstances will construction equipment or material stockpiles be permitted outside the trail alignment and grading areas. Contractors should plan for material installation accordingly. This may require double handling aggregate into smaller trucks, or secondary material handling equipment, receiving asphalt in smaller trucks, etc. The contractor should study the site and plan accordingly.

# Appendix B

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## Prevailing Wage



# Prevailing Wage Contract

**BIG WALNUT TRAIL, SECTION 5, ST-1021**

Yes (x)      No ( )

If yes, current prevailing wages are included as part of this appendix.  
(Current wage rates are located on an enclosed CD-ROM. Please request a hard copy from the City if needed.)

## STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

**Important:** If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

### Public Authority Information

<b>Owner/Public Authority Name:</b>	City of Gahanna	<b>Date: 05/20/2015</b> This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
<b>Department Division or Agency:</b>	Parks and Recreation	
<b>Street Address:</b>	200 S. Hamilton Rd.	
<b>Address 2:</b>		ODOC Date Stamp
<b>City, OH</b>	Gahanna	
<b>ZIP:</b>	43230	
<b>Email:</b>	jill.webb@gahanna.gov It is required that you list your e-mail address here.	
<b>County of Public Authority:</b>	FRANKLIN ▼	
<b>P.A. Phone:</b>	6143424050	

### Project Information

<b>Project Name:</b>	Big Walnut Trail, Section 5	ODOC Date Stamp (Bld Tab)
<b>Site Address:</b>	220 Olde Ridenour Rd.	
<b>City, OH</b>	Gahanna, OH	
<b>ZIP:</b>	43230	
<b>County of Project:</b>	FRANKLIN ▼	
<b>Prevailing Wage Coordinator Name</b>	Jill Webb	
<b>Address:</b>	200 S. Hamilton Rd.	
<b>City,</b>	Gahanna	
<b>ZIP:</b>	43230	
<b>Phone:</b>	6143424050	
<b>Issuing Authority of Bonds:</b>		
<b>Estimated Total Overall Project Cost:</b>	\$665,000.00	
<b>Type of Financing:</b>		

Type of Construction:	<input type="radio"/> New Construction <input checked="" type="radio"/> Old Construction
This Project is	<input type="radio"/> Residential <input checked="" type="radio"/> Commercial
Expected Date of Contract Award:	07/01/15 example 05/31/98
Projected Completion Date:	11/20/15 example 05/31/98
Project Comments:	  (optional)

**Important:** If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Submit

Please contact our Webmaster with questions or comments.

LAW 1002

## Prevailing Wage Determination Cover Letter

**County:** FRANKLIN ▼  
**Determination Date:** 05/20/2015  
**Expiration Date:** 08/20/2015

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:

<b>“New” construction threshold level has been adjusted to :</b> <ul style="list-style-type: none"> <li>The previous threshold for this type of construction was \$200,000 from September 29, 2012 through September 28, 2013</li> </ul>	<b>\$250,000</b>
--	------------------

<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level has been adjusted to:</b> <ul style="list-style-type: none"> <li>The previous threshold for this type of reconstruction was \$60,000 from September 29, 2012 through September 28, 2013</li> </ul>	<b>\$75,000</b>
--	-----------------

## As of January 1, 2014:

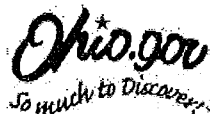
<b>“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</b>	<b>\$84,314</b>
--	-----------------

<b>“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:</b>	<b>\$25,261</b>
--	-----------------

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

If there are questions concerning this notification, please contact:

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



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## Ohio Department of Commerce Bureau of Wage & Hour Administration

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**Classification = All, County = FRANKLIN, Union = All**

County	Classification	Effective	Posted	Union
FRANKLIN	Asbestos Worker	9/10/2014	9/10/2014	Asbestos Local 207 OH
FRANKLIN	Asbestos Worker	3/1/2015	1/21/2015	Asbestos Local 50 Zone 1
FRANKLIN	Boilermaker	10/1/2013	9/25/2013	Boilermaker Local 105
FRANKLIN	Bricklayer	10/16/2014	10/16/2014	Bricklayer Local 55
FRANKLIN	Bricklayer	7/17/2013	7/17/2013	Bricklayer Local 55 Tile Setter
FRANKLIN	Bricklayer	7/17/2013	7/17/2013	Bricklayer Local 55 Tile & Marble Finisher
FRANKLIN	Carpenter	6/17/2010	6/17/2010	Carpenter Local 509 NE District Interior Systems
FRANKLIN	Carpenter	6/1/2014	5/28/2014	Carpenter Millwright Local 1090 Columbus
FRANKLIN	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
FRANKLIN	Carpenter	7/28/2010	7/28/2010	Carpenter Statewide Office Systems
FRANKLIN	Carpenter	6/1/2014	5/25/2014	Carpenter & Pile Driver Local 200
FRANKLIN	Carpenter	6/1/2014	6/1/2014	Carpenter & Piledriver SC District HevHwy
FRANKLIN	Bricklayer	6/1/2014	5/21/2014	Cement Mason Bricklayer Local 97 HevHwy A
FRANKLIN	Bricklayer	6/1/2014	6/4/2014	Cement Mason Bricklayer Local 97 HevHwy B
FRANKLIN	Cement Mason	5/7/2015	5/7/2015	Cement Mason Local 132 HwyHwy District III (A)
FRANKLIN	Cement Mason	5/7/2015	5/7/2015	Cement Mason Local 132 HwyHwy District III (B)
FRANKLIN	Cement	6/1/2014	5/28/2014	Cement Mason Local 132 (Columbus)
FRANKLIN	Electrical	1/21/2015	1/21/2015	Electrical Local 683 Inside
FRANKLIN	Electrical	1/21/2015	1/21/2015	Electrical Local 683 Inside Lt Commercial South West
FRANKLIN	Voice Data Video	8/20/2014	8/20/2014	Electrical Local 683 Voice Data Video
FRANKLIN	Lineman	3/11/2015	3/11/2015	Electrical Local 71 High Tension Pipe Type Cable
FRANKLIN	Lineman	3/11/2015	3/11/2015	Electrical Local 71 Outside Utility Power
FRANKLIN	Lineman	3/11/2015	3/11/2015	Electrical Local 71 Outside (Central OH Chapter)
FRANKLIN	Lineman	12/28/2015	3/11/2015	Electrical Local 71 Outside (Central OH Chapter)
FRANKLIN	Elevator	3/18/2015	3/18/2015	Elevator Local 37
FRANKLIN	Glazier	3/25/2015	3/25/2015	Glazier Local 372
FRANKLIN	Ironworker	6/1/2014	6/1/2014	Ironworker Local 172
FRANKLIN	Laborer Group 1	5/1/2015	4/15/2015	Labor HevHwy 3
FRANKLIN	Laborer	6/1/2014	5/28/2014	Labor Local 423
FRANKLIN	Laborer	6/1/2015	4/15/2015	Labor Local 423
FRANKLIN	Operating Engineer	5/1/2015	4/29/2015	Operating Engineers - Building Local 18 - Zone III
FRANKLIN	Operating Engineer	5/21/2014	5/21/2014	Operating Engineers - HevHwy II
FRANKLIN	Painter	1/21/2015	1/21/2015	Painter Local 1275
FRANKLIN	Drywall Finisher	4/15/2015	4/15/2015	Painter Local 1275
FRANKLIN	Painter	12/3/2014	12/3/2014	Painter Local 1275 HevHwy
FRANKLIN	Painter	6/1/2005	3/20/2003	Painter Local 639 (Columbus Area) Sign
FRANKLIN	Plasterer	6/1/2014	5/28/2014	Plasterer Local 132 (Columbus)
FRANKLIN	Plumber Pipefitter	8/20/2014	8/20/2014	Plumber Pipefitter Local 189
FRANKLIN	Roofer	2/25/2015	2/25/2015	Roofer Local 86
FRANKLIN	Sheet Metal Worker	6/1/2014	5/28/2014	Sheet Metal Local 24 Columbus
FRANKLIN	Sprinkler Fitter	9/10/2014	9/10/2014	Sprinkler Fitter Local 669
FRANKLIN	Truck Driver	5/1/2015	3/31/2015	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
FRANKLIN	Truck Driver	5/1/2015	3/31/2015	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

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## 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

## **PREVAILING WAGE CONTRACTOR RESPONSIBILITIES**

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

### **General Information**

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$84,314 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$25,261 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

### **Penalties for violation**

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

### **Intentional Violations**

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

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

### **Responsibilities**

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
  1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.



2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
  3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
  2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
  2. Payroll ledger\journals and canceled checks\check register.
  3. Fringe benefit records must include program, address, account number, & canceled checks.
  4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
  5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
1. Employees' names, addresses, and social security numbers.
    - (a) Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
  2. Employees' work classification.
    - (a) Be specific about the laborers and/or operators (Group)
    - (b) For all apprentices, show level/year and percent of journeyman's rate
  3. Hours worked on the project for each employee.

- (a) The number of hours worked in each day and the total number of hours worked each week.
  4. Hourly rate for each employee.
    - (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
  5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
  6. Gross amount earned on all projects during the pay period.
  7. Total deductions from employee's wages.
  8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



## 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:  
webmaster@com.state.oh.us

**CONNECT WITH US**



**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



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# 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

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

An Equal Opportunity Employer and Service Provider

## 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.**

# Appendix C

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## Bid Documents

**STATEMENT OF QUALIFICATIONS**

**BIG WALNUT TRAIL, SECTION 5**

The bidder is required to state in full detail below, what work of a character similar to that included in the proposed Contract he has done, to give reference and such other detailed information as will enable the Council of the City of Gahanna, and the Director of Public Service to judge his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following:

Evidence to the effect that the bidder maintains a permanent place of business; list of plant equipment available for work under the proposed contract, together with statements as to when purchased or otherwise obtained, and statements as to its present physical condition; evidence to the effect that the bidder has a suitable financial status to meet obligations incident to the work; and evidence to the effect that the bidder has appropriate technical experience.

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**AFFIDAVIT**

To be filed in and executed if the contractor is a corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_; ss:

\_\_\_\_\_ being duly sworn, deposes and says that he/she is Secretary of

\_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state of Ohio and having its principal office at:

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

AFFIANT further says he/she is familiar with records, minutes, books, and by-laws of the said corporation and is duly authorized to sign the Contract for the construction of:

**BIG WALNUT TRAIL, SECTION 5**

for said corporation by virtue of: \_\_\_\_\_ (state whether a provision of by-laws or resolution by board. If resolution give date of adoption).

\_\_\_\_\_  
Signature

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

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

My Commission Expires:

Seal:

**AFFIDAVIT  
ORC 5719.042**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_; ss:

The affiant being first duly sworn states that he or she is the

\_\_\_\_\_  
Title and Name of Company

and that he/she or \_\_\_\_\_ was

\_\_\_\_\_  
Name of Company

Not charged at the time the bid for:

**BIG WALNUT TRAIL, SECTION 5**

was submitted, with any delinquent personal property taxes on the general tax list of personal property of Franklin County, Ohio; or

Charged at the time the bid for:

**BIG WALNUT TRAIL, SECTION 5**

was submitted, with delinquent property taxes on the general tax list of personal property of Franklin County, Ohio, and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

FURTHER AFFIANT sayeth naught:

COMPANY

AFFIANT AND TITLE

\_\_\_\_\_

\_\_\_\_\_

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

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

My Commission Expires:

Seal:

**NONCOLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ; ss:

Bid Identification:

**BIG WALNUT TRAIL, SECTION 5**

CONTRACTOR \_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_ the party making the foregoing 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 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 his 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, of to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

\_\_\_\_\_  
Signature

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

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

My Commission Expires:

Seal:

**ESCROW WAIVER**

**BIG WALNUT TRAIL, SECTION 5**

In accordance with a certain Contract between the City of Gahanna Ohio, and contractor \_\_\_\_\_, it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established as is required pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on retainage.

Signed:

\_\_\_\_\_  
Signature

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

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

My Commission Expires:

Seal:

**BID GUARANTY AND CONTRACT BOND**  
**(ORC Section 153.57(1))**

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

---

(Name and Address of Contractor)

as Principal, and \_\_\_\_\_,  
as Surety, are hereby held and firmly bound unto the City of Gahanna, Ohio, hereinafter called  
the Obligee, in the penal sum of the dollar amount of the bid to undertake the project known as:

**BIG WALNUT TRAIL, SECTION 5**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee,  
incorporating any additive or deductive alternate proposals made by the Principal on the date  
referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal  
sum exceed the amount of \_\_\_\_\_ dollars  
(\$\_\_\_\_\_).

If the above line is left blank, the penal sum will be the full amount of the Principal's bid,  
including alternates. Alternatively, if completed, the amount stated must not be less than the full  
amount of the bid, including alternates, in dollars and cents. A percentage amount is not  
acceptable. For the payment of the penal sum well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the 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 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 will pay the Obligee the difference not  
to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs,  
in connection with the resubmission, of printing and mailing notices to prospective bidders,  
whichever is less, than this obligation shall be void, otherwise to remain in full force and effect.  
If the Obligee accepts the bid of the principal and the Principal within ten days after the  
awarding of the contract enters into a proper contract in accordance with the bid, plans, details,  
specifications, and bills of materials, which said contract is made a part of this bond the same as  
though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, 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 expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

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

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

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

Attorney-in-fact

SURETY COMPANY ADDRESS:

SURETY AGENT'S ADDRESS

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

(ORC Section 9.32 requires awarding authority give written notice of award to Surety and Agent.)

CITY OF GAHANNA

\*\*\*\* attach documents here \*\*\*\*

**BIG WALNUT TRAIL, SECTION 5**

**PLEASE ATTACH THE FOLLOWING TO THIS SHEET:**

1. Power of Attorney
2. Surety Financial Statement
3. Certificate of Compliance for Ohio

## PROPOSAL

### BIG WALNUT TRAIL, SECTION 5

TO: Director of Public Service  
City of Gahanna, Ohio

After careful examination of the specifications, form of contract and the site of the proposed work, the undersigned hereby proposes and agrees if this proposal be accepted, to enter into a contract using the form of contract provided for, to furnish all equipment, labor, materials and construction to complete the said work in accordance with the terms and conditions specified and to furnish a satisfactory bond in the amount of one hundred percent (100%) of the total amount of the contract, conditioned as and in form prescribed by law as a guarantee for the faithful performance of the contract for the following prices as described and contained herein.

The bidder shall fill in all unit prices shown in the proposal and make necessary extensions and add all totals. The unit prices shown, together with quantities shown shall determine the total amount of the bid. If there is an error made, unit prices shown shall govern. The City reserves the right to waive any irregularities of the bidding process, and to make any mathematical corrections as required.

NOTE: NO BIDDER MAY WITHDRAW UNTIL SIXTY DAYS AFTER THE DATE OPENING. THE CITY OF GAHANNA HAS THE OPTION OF ACCEPTING OR REJECTING ANY OR ALL PROPOSALS OR ANY PORTION THEREOF.



If the foregoing proposal shall be accepted by the City of Gahanna, State of Ohio, and the undersigned shall fail within a period of ten (10) days from the notice of acceptance to execute a satisfactory contract or furnish a satisfactory bond as stated in the notice to bidders hereto attached, then the City may, at its option, determine that the undersigned had abandoned the contract and thereupon this proposal shall be null and void and the bond or certified check accompanying this proposal shall be forfeited to and become the property of the City, otherwise the bond or certified check accompanying this proposal shall be returned to the undersigned on demand. (The appropriate blanks pertaining to the certified check or proposal bond shall be properly filled in by the bidder)

Attached hereto is a certified check on \_\_\_\_\_ Bank of Ohio, for the sum of \$ \_\_\_\_\_ according to the terms of the notice to bidders.

Attached hereto is the bid guaranty/contract bond executed by \_\_\_\_\_ for the sum of \$ \_\_\_\_\_ according to the terms of the notice to bidders.

The names and residences of all persons and parties interested in the foregoing bid as principals are:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\*\*\*\*\*

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

Signed

ODOT ITEM NO.	GRAND TOTAL	UNIT	DESCRIPTION	Unit Cost	Total Cost
<b>ROADWAY</b>					
201	1	LS	CLEARING AND GRUBBING		\$ -
201	1	LS	CLEAN UP GOLF COURSE STORAGE AREA		\$ -
201	13	EA	TREE REMOVED, AS PER PLAN		\$ -
201	1	EA	STUMP REMOVED, AS PER PLAN		\$ -
SPECIAL	1	LS	STORAGE AREA CLEAN UP		\$ -
202	20	FT	CURB AND GUTTER REMOVED		\$ -
202	1040	FT	FENCE REMOVED		\$ -
202	69	SY	PAVEMENT REMOVED, ASPHALT		\$ -
203	262	CY	EXCAVATION		\$ -
203	1418	CY	EMBANKMENT		\$ -
204	5117	SY	SUBGRADE COMPACTION		\$ -
204	550	SY	GEOTEXTILE FABRIC		\$ -
204	300	CY	SUBGRADE UNDERCUT		\$ -
204	50	CY	ODOT #1 STONE		\$ -
301	15	CY	ASPHALT CONCRETE BASE		\$ -
304	896	CY	AGGREGATE BASE		\$ -
441	413	CY	ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, (448), PG64-22		\$ -
SPECIAL	2153	LF	PROTECTIVE FENCE		\$ -
607	81.5	LF	FENCE, MISC.: WOOD FENCE		\$ -
608	95	SF	4" CONCRETE WALK		\$ -
608	20	SF	DECTABLE WARNING		\$ -
608	1	EA	CURB RAMP, TYPE B3		\$ -
SPECIAL	759	LF	SPLIT RAIL FENCE		\$ -
SPECIAL	2	EA	10' GATE		\$ -
SPECIAL	1	EA	14' GATE		\$ -
630	60	SF	SIGN, GROUND MOUNTED EXTRUSHEET		\$ -
644	20	FT	STOP LINE		\$ -
644	37	FT	EDGE LINE		\$ -
644	27	FT	CROSSWALK LINE		\$ -
659	4100	SY	SEEDING AND MULCHING, CLASS 1		\$ -
SPECIAL	3	EA	BOLLARD, MISC. HINGED		\$ -
<b>DRAINAGE</b>					
601	3.5	SY	RIPRAP		\$ -
611	25.3	LF	30" CONDUIT, TYPE D		\$ -
611	15	LF	12" CONDUIT, TYPE D		\$ -
511	1.2	CY	CONCRETE HEADWALL, CLASS QC1		\$ -
603	65	LF	TYPE E, 4" CORRUGATED DRAIN PIPE		\$ -
605	377	FT	4" SHALLOW PIPE UNDERDRAINS		\$ -
601	23	SY	TIED CONCRETE BLOCK MAT, TYPE 1		\$ -
609	10	FT	COMBINATION CURB AND GUTTER		\$ -
832	1	EA	EROSION CONTROL		\$ -
611	85	LF	6" CONDUIT, TYPE C		\$ -
611	2	EA	CATCH BASIN - 2-2B		\$ -
				Total	\$ -
	Total dollar amount written in English				

# Appendix D

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## Contract

# CONTRACT

## BIG WALNUT TRAIL, SECTION 5

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Gahanna, Ohio, Party of the First Part, and:

\_\_\_\_\_  
(Party of the Second Part)

WITNESSETH:

ARTICLE 1. Said Party of the Second Part hereby agrees to furnish at its own cost and expense all equipment, labor, materials, and construction for the improvement as listed in the legal notices as required by the notice to bidders, information and requirements for bidders, general provisions, specifications, contract and all other required bid documents, therefore which are on file in the Department of Parks and Recreation of the municipal building of the City of Gahanna, Ohio, and which are each by reference made a part of this contract and attached hereto. All of the material and labor shall be furnished according to the requirements under this contract and to the satisfaction of the Department of Public Service and to the acceptance of the City of Gahanna, Ohio and at the prices set forth in the accompanying proposal which is made a part of this contract.

The Party of the First Part, in consideration of the full and faithful performance of all singular things herein, agrees that it will pay to said Party of the Second Part the prices and sums hereinabove written, payments to be made by said City upon estimates allowed by the Department of Public Service of the said city as the work progresses.

ARTICLE 2. Said Party of the First Part reserves the right to cancel this contract if either the funds for this contract are not appropriated by the Council of the City of Gahanna or the Party of the Second Part fails to meet the obligations or specifications under this contract.

IN TESTIMONY WHEREOF, the said parties hereunto set their hands the day and year first above written.

ATTEST:

CITY OF GAHANNA, OHIO

\_\_\_\_\_  
REBECCA W. STINCHCOMB  
Mayor

(Contractor must indicate whether Corporation, Partnership, Company or Individual. THE PERSON SIGNING SHALL IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, OWN NAME, AND TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT).

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Party of the Second Part

---

Signature

---

Printed Name

---

Title

---

Address

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City/State/Zip

I, Jennifer Teal, hereby certify that funds for this Contract are available and/or in the process of collection.

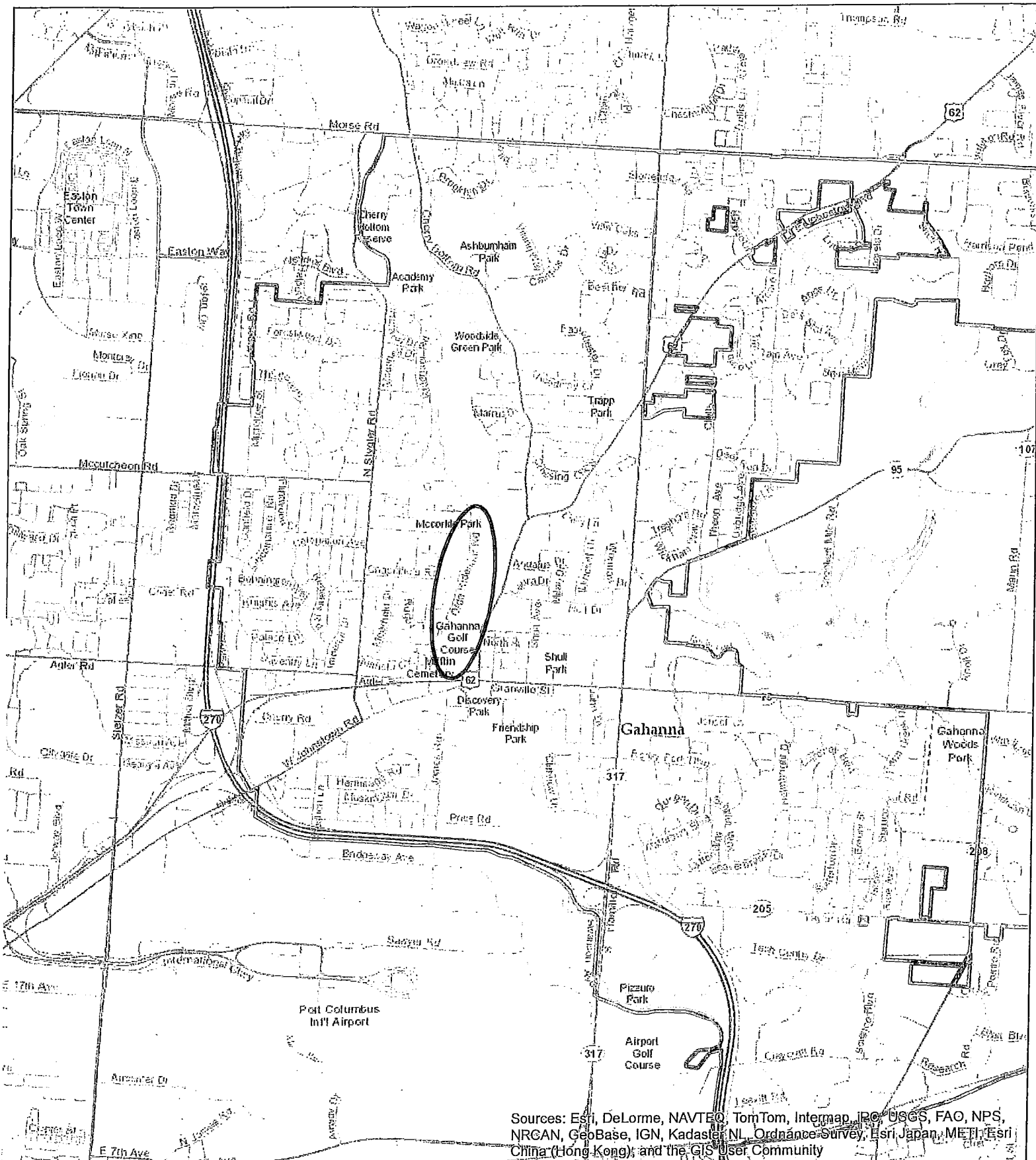
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JENNIFER TEAL  
Director of Finance

I, Shane Ewald, hereby approve the form and correctness of the foregoing Contract Bond and Contract.



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SHANE EWALD  
City Attorney



Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, iRC, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

**Legend**

-  Site Location
-  City of Gahanna Boundary



**City of Gahanna, Ohio**

200 South Hamilton Road  
Gahanna, Ohio 43230

**NOTE:** This map is a resource to be used for general information purposes only. The City of Gahanna shall assume no liability for any errors, omissions, or inaccuracies in the information provided.

All GIS data layers are referenced in the Ohio State Plane Coordinate System, Horizontal - North American Datum (NAD) 83 (95) Vertical - North American Datum Vertical Datum (NAVD) 88, Units - Surveyors Feet. All data has been developed from public records that are constantly undergoing change and is not warranted for content, completeness, or accuracy. The City of Gahanna does not warrant, guarantee or represent the data to be fit for a particular use or purpose.

**Site Vicinity Map**



January 10, 2013