

**CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING  
IMPROVEMENTS**

**CITY OF HILLIARD, OHIO**

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

**CLYDE R. SEIDLE, PE  
DIRECTOR OF PUBLIC SERVICE**

**BID SUBMITTED BY:** \_\_\_\_\_  
(Print or Type Legibly)                      **COMPANY**

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

\_\_\_\_\_  
**CITY    STATE    ZIP**

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date of Submission:** \_\_\_\_\_

**BIDDING DOCUMENTS SHALL BE SUBMITTED IN THEIR ENTIRETY**

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**IMPROVEMENTS**

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## BIDDER'S CHECKLIST

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

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

**BID SUBMITTED BY:** \_\_\_\_\_

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

**PHONE:** \_\_\_\_\_                      **FAX:** \_\_\_\_\_                      **EMAIL:** \_\_\_\_\_  
(e-mail of contact person for bid)

**PROJECT NAME:** \_\_\_\_\_ **CIP NUMBER:** \_\_\_\_\_

**DATE OF BID SUBMISSION:** \_\_\_\_\_

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

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

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

Indicate number of addenda received: \_\_\_\_\_

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

2. Current Certificate of Workers' Compensation is attached to Section 4 of this bid book.

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

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail written notice to the certificate holder named to the left according to the policy's requirements."

\_\_\_\_\_ Yes

12. Section 129.03 of the City's Codified Ordinances establishes a local preference program for the purchase of materials, supplies, equipment and services. If a qualified local company's bid is within five percent of the non-local lowest and best bid, the local company may be awarded the contract if it agrees to match the non-local company's bid. If your business is located within the City's corporate boundaries, you agree to provide the City with permission to view your tax returns filed with the City of Hilliard. Viewing of these records is necessary in order to determine that the business qualifies for the preference under Section 129.03. Only the law department will view the tax returns for these purposes. Check one of the responses below:

\_\_\_\_\_ Yes, the City of Hilliard's law department has permission to view our company's tax returns filed with the City of Hilliard for the purpose of determining our eligibility for a local preference under Section 129.03 of the City's Codified Ordinances.

\_\_\_\_\_ Our business is not located in the corporate boundaries of Hilliard and the local preference program does not apply.

13. Documentation is attached to the bid indicating that Bidder is enrolled and is in good standing in the drug-free workplace program of the Bureau of Workers' compensation or a comparable program approved by the Bureau of Workers' Compensation.

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

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

\_\_\_\_\_  
Title of Authorized representative of Company/Bidder

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

## NOTICE TO CONTRACTORS

Sealed bids addressed to the Director of Public Service, City of Hilliard, 3800 Municipal Way, Hilliard, Ohio 43026 and endorsed “**CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**” will be received by the City of Hilliard, Franklin County, until **2:00 P.M.** (Local Time), **Thursday, August 9, 2018**, at which time and place all bids will be publicly opened and read aloud for the following:

### **CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

All prospective bidders **must register** with Key Blue Prints, Inc., 195 East Livingston Avenue, Columbus, Ohio 43215 in order to place a bid on this Project. Registration is required to assure all bidders receive any clarification or addenda.

Copies of the Contract Documents, Specifications, and Plans are on file with Key Blue Prints, Inc., 195 East Livingston Avenue, Columbus, Ohio 43215 (plankey@keycompanies.com), where they are available for inspection by prospective bidders. Contract Documents, Specifications, and Plans may be obtained from Key Blue Prints for a non-refundable fee of **\$80.00**. You may also obtain these bid documents electronically for a non-refundable fee of **\$60.00**.

The **CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS** (hereinafter referred to as “the Project”) consists of pedestrian and lighting improvements on Northwest Parkway between the Franklin County Fairgrounds and Leap Road in Hilliard, Ohio. Improvements included in the Project plan consist of: shared use paths on Northwest Parkway; street lighting; a communication duct bank on the north side of Northwest Parkway; private driveway reconstruction; and ADA-compliant curb ramps.

Street resurfacing of Northwest Parkway and curb repair (as directed by the Engineer) is referenced in the plans; specifications for this maintenance work are included in Appendix C.

The Engineer’s estimated construction cost for the Project is **One Million Ninety-Three Thousand Dollars (\$1,093,000)**. Award of the contract will be made to the lowest and best bidder.

**Final Completion date is May 31, 2019.**

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

Contractual questions about the project should be submitted in writing to Letty Schamp, P.E., Deputy City Engineer, at [lschamp@hilliardohio.gov](mailto:lschamp@hilliardohio.gov) or (614) 334-2456. Technical questions about the project should be submitted in writing to Brian Hagerty, P.E., Stantec Consulting Services, Inc., [Brian.Hagerty@stantec.com](mailto:Brian.Hagerty@stantec.com) or (614) 485-8352.

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

Section 129.03 of the City's Codified Ordinances establishes a local preference program for the purchase of materials, supplies, equipment and services. The full ordinance can be found on the City's website [www.hilliardohio.gov](http://www.hilliardohio.gov) under City Code.

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

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

Advertisement Dates – Hilliard Northwest News

Thursday, July 26, 2018  
Thursday, August 2, 2018

Bid Opening Date/Time: Thursday, August 9, 2018 at 2:00 p.m. local time  
3800 Municipal Way, Hilliard, Ohio 43026

## DESCRIPTION OF PROJECT

The **CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS** (hereinafter referred to as "the Project") consists of pedestrian and lighting improvements on Northwest Parkway between the Franklin County Fairgrounds and Leap Road in Hilliard, Ohio. Improvements included in the Northwest Parkway Pedestrian and Lighting Improvements (CIP T-133) plan consist of: shared use paths on the north and south sides of Northwest Parkway; street lighting and a communication duct bank on the north side of Northwest Parkway; private driveway reconstruction; and ADA-compliant curb ramps.

Street resurfacing of Northwest Parkway and curb repair (as directed by the Engineer) is referenced in the plans; specifications for this maintenance work are included in Appendix C.

The Engineer's estimated construction cost for the above improvements is \$1,093,000. No bid will be accepted if it exceeds the Engineer's estimate by more than ten percent (10%).

The final completion date for the project is May 31, 2019.



## INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS
2. PREPARATION OF BID
3. SUBSTITUTION OF MATERIALS
4. SUBCONTRACTS
5. BID MODIFICATIONS
6. QUALIFICATION OF BIDDER
7. BID SECURITY
8. CONTRACT AWARD AND EXECUTION
9. INSURANCE
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18. OCCUPATIONAL SAFETY AND HEALTH ACT
19. ESTIMATE OF QUANTITIES
20. PAYROLL
21. RELEASE OF FINAL PAYMENT

### 1. RECEIPT AND OPENING OF BIDS

The City of Hilliard (hereinafter called the "Owner") invites bids on the forms provided. Bids will be received by the Owner at the office of the Department of Public Service until **2:00 p.m.** local time **Thursday, August 9, 2018**, at which time and place all bids will be publicly opened and read aloud. The envelope containing the bid must be sealed, addressed to the Director of Public Service of the City of Hilliard, 3800 Municipal Way, Hilliard, Ohio 43026 and designated as **CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**.

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

Each bidder, by submission of a bid, waives the requirement under Section 153.12(A) of the Ohio Revised Code that the award and execution of the contract be made within sixty days after the date on which the bids are opened, and alternatively, agrees, by submission of a bid, to extend the time for awarding and executing a contract, and to keep their bid open and unchanged, for a period of ninety days.

### 2. PREPARATION OF BID

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

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

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address and phone number, and the name of the Project for which the bid is submitted. When forwarded by mail, the sealed envelope containing the bid must be in another envelope addressed as specified in Section 1.

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

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

### 3. SUBSTITUTION OF MATERIALS

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

### 4. SUBCONTRACTS

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

### 5. BID MODIFICATIONS

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

### 6. QUALIFICATION OF BIDDER

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

### 7. BID SECURITY

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

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

Such cashier's check, certified check or bid bond shall be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining cashier's

check, certified check, or bid bond will be returned within ten (10) days after the Owner and the accepted bidder have executed the Contract, or if no award has been made within 90 (ninety) days of the opening of the bid, upon demand of the bidder at any time thereafter, so long as it has not been notified of the acceptance of its bid.

## 8. CONTRACT AWARD AND EXECUTION

After the bids are opened and read aloud, they will be compared on the basis of the Total Bid Amount. The Total Bid Amount shall be the summation of the products of the approximate quantities shown in the Bid Proposal by the total (sum of labor and material) price. In the event of a discrepancy between the total (sum of labor and material) price and the extensions, the total (sum of labor and material) price shall govern. **Bidders shall complete the extensions and write in the bid amounts in words for each line item.** Failure to write in and complete an extension may result in the bid being rejected. Owner shall also determine any alternate items as stipulated in the Bid Proposal to be performed and they will be included in the above summation. The right is reserved to reject any or all bids, to waive technicalities or to advertise for new bids, if in the judgment of the Owner, its best interests will be served thereby.

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

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

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

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

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

## 9. INSURANCE

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

(i) Such liability and other insurance on an occurrence basis as will protect it and the Owner from claims set forth below which arise out of or result from the Contractor's

execution of the work, whether such execution be by itself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

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

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

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

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

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

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

(b) Builder's Risk

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

If the Contractor is involved solely in the installation of materials and equipment and not in new building construction, the Contractor shall purchase and maintain sufficient

builder's risk insurance coverage in the amount equal to 100% (one hundred percent) of the cost of the materials and equipment.

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

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

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

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

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

#### 10. POWER OF ATTORNEY

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

#### 11. NOTICE TO PROCEED/TIME OF COMPLETION

After award of the Contract, the City will issue to the successful bidder a Notice to Proceed, which notice shall provide written direction to the Contractor as to what work shall be performed. The Bidder must agree to commence work within ten (10) calendar days after the Date of the Contract (Date of the Contract is the date of execution by the Owner) and shall be **fully complete no later than May 31, 2019**. The Owner reserves the right to issue a "Limited Notice to Proceed", which notice shall provide written direction to the Contractor as to a portion of the work that may or shall be commenced.

#### 12. CONDITIONS OF WORK

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

#### 13. ADDENDA AND INTERPRETATIONS

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

If any person contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, they may submit a written request for an interpretation thereof. Written requests regarding technical questions may be submitted to Brian Hagerty, P.E. [brian.hagerty@stantec.com](mailto:brian.hagerty@stantec.com) or (614) 485-8352. Written requests regarding contractual issues and documents may be submitted to Letty Schamp, P.E., Deputy City Engineer, at [lschamp@hilliardohio.gov](mailto:lschamp@hilliardohio.gov) or (614) 334-2456. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed, faxed, emailed, or delivered to each person receiving a set of such Contract Documents. Any such Addenda shall become part of the Contract Documents. The time for opening the bids shall be extended for one week if, within seventy-two (72) hours before the date set for the opening of bids, the Owner mails or otherwise furnishes to prospective bidders a modification of its plans, specifications, or cost estimate for the project. Requests for contract interpretation received within 72 hours prior to the time and date bids are due may be addressed by the City in an addendum at its sole discretion. The Owner will not be responsible for any other explanation or interpretation of the Contract Documents. Documents received after 2:00 PM on Friday will be marked received on the following Monday. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under its bid as submitted.

#### 14. LAWS AND REGULATIONS

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

#### 15. OBLIGATION OF BIDDER

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

#### 16. INCOME TAX

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

The current provisions for this tax are contained in Ordinance No. 18-04 of the City of Hilliard, Ohio and contained in Chapter 183 of the City's Codified Ordinances

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

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

17. CONFLICTS OF INTEREST

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

18. OCCUPATIONAL SAFETY AND HEALTH ACT

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

19. ESTIMATE OF QUANTITIES

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

20. PAYROLL

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

21. RELEASE OF FINAL PAYMENT

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

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

## GENERAL CONDITIONS

1. DEFINITIONS
2. ADDITIONAL INSTRUCTIONS AND  
DETAIL DRAWINGS
3. SCHEDULES, REPORTS AND  
RECORDS
4. PLANS AND SPECIFICATIONS
5. SHOP DRAWINGS
6. MATERIALS, EQUIPMENT, SERVICES  
AND FACILITIES
7. INSPECTION AND TESTING
8. SUBSTITUTIONS
9. PATENTS
10. SURVEYS, PERMITS, REGULATIONS
11. PROTECTION OF WORK, PROPERTY,  
PERSONS
12. SUPERVISION BY CONTRACTOR
13. CHANGES IN THE WORK
14. CHANGES IN CONTRACT PRICE
15. TIME FOR COMPLETION AND  
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### 1. DEFINITIONS

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



- 1.8 CONTRACT PRICE – The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 CONTRACT TIME – The number of calendar days stated in the Contract Documents for the completion of work.
- 1.10 CONTRACTOR – The person, firm, partnership, association or corporation with whom the owner has executed the Contract.
- 1.11 PLANS – The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- 1.12 ENGINEER – The City Engineer of Hilliard, Ohio or its designated Project representative.
- 1.13 FIELD ORDER – A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during the construction.
- 1.14 NOTICE OF AWARD – The written notice of the acceptance of the bid from the Owner to the bidder.
- 1.15 NOTICE TO PROCEED – Written communication issued by the Owner to the Contractor authorizing it to proceed with the work and establishing the date of commencement of the work.
- 1.16 OWNER – The City of Hilliard, Ohio.
- 1.17 PROJECT – The subject of the Contract Documents which the Owner has hired Contractor to perform and complete.
- 1.18 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data prepared by the Contractor, a sub-contractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.19 SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.20 SUB-CONTRACTOR – An individual, firm or corporation having a direct contract with the Contractor or with any other sub-contractor for the performance of a part of the work at the site.
- 1.21 SPECIAL SPECIFICATION – Modifications to general conditions and supplemental detail specifications.
- 1.22 SUPPLIERS – Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor, other than delivery, at the site.
- 1.23 WORK – All labor necessary to complete the Project and produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the Project.
- 1.24 WRITTEN NOTICE – Any notice to any party of the Contract relative to any part of the Contract, in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to such party at its last given address, delivered in person to such party or its authorized representative, faxed to such party or its authorized representative with receipt confirmation; or e-mailed to such party or its authorized representative with receipt confirmation.
2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instruction thus applied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.
3. **SCHEDULES, REPORTS AND RECORDS**
  - 3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable, as are required by the Contract Documents for the work to be performed.
  - 3.2 Prior to the pre-construction meeting, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the Contractor will start the various parts of the work, estimated date of completion of each part and, as applicable, the following:
    - 3.2.1 The dates at which special detail drawings will be required; and
    - 3.2.2 Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
  - 3.3 The Contractor shall also submit a schedule of payments that it anticipates to invoice during the course of completing the Project.
4. **PLANS AND SPECIFICATIONS**
  - 4.1 The intent of the plans and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
  - 4.2 In the event of a conflict between the plans and specifications, the plans shall govern. Figure dimensions on plans shall govern over scale dimensions, and detailed plans shall govern over general plans.
  - 4.3 Discrepancies discovered by Contractor between the plans and specifications and site conditions or any inconsistencies or ambiguities in the plans or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the contractor after discovering such discrepancies, inconsistencies or ambiguities and prior to the Engineer's approval or corrections, shall be done at the Contractor's risk and Contractor may have to redo the work at its own expense and without compensation by Owner.
  - 4.4 The plans and specifications prepared for this Project are intended to be complete. Anything called for in the specifications and not shown on the plans or shown on the plans and not called for in the specifications, must be furnished by the Contractor as part of the Project as though appearing in both.
5. **SHOP DRAWINGS**
  - 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from requirements in the Contract Documents shall be evidenced by a written change order.

- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6. **MATERIALS, EQUIPMENT, SERVICES, AND FACILITIES**

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

7. **INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 The Owner shall provide all inspection and testing services not included as a part of the work and services to be provided by Contractor.
- 7.3 The Contractor shall provide, at its expense, the necessary testing and inspection services required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from its obligations to perform the work in accordance with the requirements of the Contract Documents.
- 7.6 The Owner and its representatives and agents will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials and other relevant data and records. The

Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.

7.7 No work shall be covered prior to inspection, and approval to do so is required beforehand by the Engineer or its authorized representative. If any work is covered without inspection and without permission to do so, the Contractor, upon request of the Engineer or its authorized representative, shall uncover the work for inspection, at its own expense.

7.8 If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

## 8. **SUBSTITUTIONS**

8.1 Whenever a material, article or piece of equipment is identified on the plans or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function, for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the sole discretion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

8.2 In considering the suitability of substitutes, in addition to equality of substance and function, economy of maintenance and operation, availability of repair parts and duration of life shall be considered. In those instances in which a particular brand or make of material, device or equipment is required to be stated by the Contractor in the bid, the Contractor will be required to provide the item so indicated unless approved by the Engineer, by field order or change order.

## 9. **PATENTS**

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

## 10. **SURVEYS, PERMITS, REGULATIONS**

10.1 The Owner shall furnish all boundary surveys and establish all baselines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pole locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in the case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the special specifications. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in section 13, Changes in the Work.

## 11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees, and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

11.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the engineer or owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and request that a change order be issued covering the changes and deviations involved, which may be issued upon just determination by the Owner.

11.4 The locations of utilities and structures, both surface and subsurface, are shown on the plans from data available at the time of survey and are not certified by the Owner to be complete or correct. The exact location and protection of utilities and structures is the responsibility of the Contractor. During construction, the Contractor shall use diligence in protecting from damage, all existing utilities and structures whether shown on the plans or not. If damage is caused, the Contractor shall be responsible for the repair or restoration of same in accordance with the directions of the Engineer and for any resulting contingent damage, including financial claims

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

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

## 12. SUPERVISION BY CONTRACTOR

12.1 The Contractor will supervise and direct the work and will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ

and maintain a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.

**13. CHANGES IN THE WORK**

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

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

**14. CHANGES IN CONTRACT PRICE**

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

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

**15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

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

15.2 The Contractor will proceed with the work at a rate of progress which will insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time stated in the Contract for the completion of the work described herein is a reasonable time, taking into consideration the nature of the work, its level of complexity, the average climatic and economic conditions and other factors prevailing in the locality of the work.

15.3 If the Contractor fails to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor shall pay to the Owner the amount of liquidated damages as specified in paragraph 15.5 for each calendar day that the Contractor shall be in default after the time stipulated above and for all expenses of engineering and inspection after the date set for completion. The Owner shall have the right to deduct all or any unpaid balance of said liquidated damages and engineering and inspection expenses from any money due the Contractor. The amount still owing, if any, after such deduction, shall be paid on demand by the Contractor or his Surety. Such payment shall not relieve the Contractor or the Surety from any other obligations under the Contract.



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

**17. SUBSURFACE CONDITIONS**

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

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

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

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

**18. SUSPENSION OF WORK, TERMINATION, AND DELAY**

18.1 The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer. The notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Owner will adjust the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

18.2 Without prejudice to any other right or remedy and after giving the Contractor and the surety a minimum of seven (7) calendar days from delivery of written notice, the Owner may terminate the services of the Contractor for any of the following: (a) the Contractor is adjudged bankrupt or insolvent or a general assignment is made for the benefit of the creditors or a trustee or receiver is appointed for the contractor or for any of its property; (b) the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws; (c) the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (d) the Contractor fails to make prompt payments to sub-contractors for labor, materials or equipment; (e) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work; or (f) the Contractor disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents. In the event that the Owner terminates the services of the Contractor pursuant to this paragraph 18.2, the Owner may thereupon take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and finish the work by whatever method the owner deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the owner will be determined by the Engineer and incorporated in a Change Order.

18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention of payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.



- 18.4 After seven (7) calendar days from delivery of a written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed.
- 18.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) calendar days from delivery of a written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) calendar days written notice to the Owner and the Engineer, stop the work until the Contractor has been paid all amounts then due, in which event and upon resumption of the work, written Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 18.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

**19. PAYMENTS TO CONTRACTOR**

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

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

**20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

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

**21. CONTRACT SECURITY**

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

22. **ASSIGNMENTS**

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

23. **INDEMNIFICATION**

- 23.1 The Contractor will indemnify and hold harmless the Owner and the Owner's Engineer and their agents and employees, and the City's elected officials and officers, from and against all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from the performance or non-performance of the work, caused in whole or in part by any act or omission of the Contractor, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

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

24. **SEPARATE CONTRACTS**

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

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

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

25. **SUBCONTRACTING**

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

- 25.2 The Contractor shall not award work to sub-contractor(s) in excess of forty-nine (49%) percent of the Contract Price.
- 25.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its sub-contractor(s), and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.
- 25.4 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to bind sub-contractors to the Contractor by the terms of the Contract documents insofar as applicable to the work of sub-contractors and to give the Contractor the same power as regards to terminating any subcontract that the owner may exercise over the Contractor under any provisions of the Contract Documents.
- 25.5 Nothing contained in this Contract shall create any contractual relation between any sub-contractor and the Owner.

26. **ENGINEER'S AUTHORITY**

- 26.1 The Engineer shall act as the Owner's representative during the construction period. The Engineer shall answer questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- 26.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 26.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 26.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

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

- 27.1 Unless stated otherwise in the Contract or Bid Documents, the Owner shall obtain all land and rights-of-way that are necessary for carrying out and for completing the work pursuant to the Contract Documents, unless otherwise mutually agreed.
- 27.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 27.3 The Contractor shall provide without expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

28. **MAINTENANCE GUARANTEE**

- 28.1 The Contractor shall guarantee all materials and equipment furnished, and work performed, for a period of one year from the date of final completion. The Contractor warrants and guarantees for a period of one year that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the work resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

29. **TAXES**

29.1 The Contractor will pay all sales, consumer, use, income and other similar taxes required by the law of the place where the work is performed.

30. **NIGHT, HOLIDAY, OR SUNDAY WORK**

30.1 No work shall be done on Sundays, national Holidays or before 7:30 a.m. or after 7:30 p.m. on any workday, except in case of emergencies, or when written permission or order is given because work items are of such a nature that they must be performed during these hours. The Director of Public Service shall authorize any work to be undertaken on Sundays, national Holidays or after 7:30 p.m.

31. **CLEANING UP AFTER COMPLETION**

31.1 When the work is completed, all areas disturbed by the contractor's operations shall be cleaned and restored as directed by the Engineer, to a neat and presentable condition.

32. **SANITARY REGULATIONS**

32.1 Suitable sanitary conveniences for the use of persons employed at the Project site, properly screened from the public observation, shall be provided and maintained by the Contractor.

33. **NON-DISCRIMINATION IN EMPLOYMENT**

33.1 During the performance of this Agreement, CONTRACTOR agrees that CONTRACTOR, its sub-consultants, employees and agents, will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, which employee or applicant for employment is qualified and available to perform the Work to which the employment relates. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, national origin, age, ancestry, disability or military status (as defined in Section 4112.01 of the Ohio Revised Code). Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

34. **REFERENCE STANDARDS**

34.1 Reference to the standards or specifications of any technical society, organization or association, shall mean the latest standard or specification adopted and published sixty (60) days prior to the date of taking bids, unless specifically stated otherwise.

35. **ESTIMATE OF QUANTITIES**

35.1 The quantities listed in the Bid Schedule form are to be considered as approximate and are to be used only for the comparison of bids and used as the basis for computing amounts of security of penal sums of bonds to be furnished. The unit prices are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor for the actual quantities only of work performed or materials furnished in accordance with the plans and specifications, and it is understood that the scheduled quantities of work to be done

and materials to be furnished may each be increased or decreased without in any way invalidating the unit bid prices.

36. **AS-BUILTS**

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

37. **DRUG-FREE WORKPLACE**

In accordance with Ohio Revised Code Section 153.03, Contractor shall be enrolled and in good standing with the Drug-Free Workplace Program (DFWP) or a similar program approved by the Ohio Bureau of Workers' Compensation and require the same of any of its subcontractors, and shall provide the Owner with proof thereof.

## **CONTRACT, PROPOSAL AND STANDARD DOCUMENTS**

- |       |                                      |       |  |
|-------|--------------------------------------|-------|--|
| 1.    | CONTRACT                             | 9(b). | UNRESOLVED FINDING FOR RECOVERY AFFIDAVIT        |
| 2.    | CERTIFICATE OF LAW DIRECTOR          | 10.   | RESOURCES AND EXPERIENCE OF BIDDER               |
| 3.    | CERTIFICATE OF CITY FINANCE DIRECTOR | 11.   | LIST OF SUBSTITUTIONS                            |
| 4.    | INSURANCES                           | 12.   | LIST OF SUBCONTRACTORS                           |
| 5.    | NOTICE OF AWARD                      | 13.   | DRUG-FREE WORKPLACE                              |
| 6A.   | "LIMITED" NOTICE TO PROCEED          | 14.   | NON-DELINQUENT TAX AFFIDAVIT                     |
| 6B.   | "FULL" NOTICE TO PROCEED             | 15.   | AFFIDAVIT OF CONTRACTOR PREVAILING WAGE (SAMPLE) |
| 7.    | BID PROPOSAL                         | 16.   | APPLICATION FOR PAYMENT                          |
| 8.    | BID GUARANTY & CONTRACT BOND         | 17.   | APPLICATION FOR SUBSTANTIAL COMPLETION           |
| 8(a)  | NOTICE OF COMMENCEMENT               |       |  |
| 8(b)  | NOTICE TO UTILITIES                  |       |  |
| 9(a). | NON-COLLUSION AFFIDAVIT              |       |  |

# 1. CONTRACT

PAGE 1 of 2

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Hilliard, Ohio (the "City") and \_\_\_\_\_ (the "Contractor")

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

ARTICLE 1. The Contractor, in consideration of the sums of money herein specified to be paid by the City to the Contractor, shall and will at its own cost and expense, furnish all labor, materials, tools, equipment, transportation and all other things that may be necessary to furnish and construct the **CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS** (the "Project") in accordance with the specifications and drawings with the Notice to Contractors, Information for Bidders, Special Specifications, Special Provisions (if any), General Conditions, Detailed Drawings and Bonds (collectively, "Bid Documents") attached hereto and made a part of this Contract. All work for the Project is to be fully completed to the satisfaction of the Engineer and to the acceptance of the City on or before the date for completion set forth in the Notice to Proceed and at the prices listed in the Bid Proposal and Bid Schedule, Appendix A of the Bid Documents.

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

Said \_\_\_\_\_ (Contractor) hereby further agrees to withhold City of Hilliard income taxes due or payable under the provisions of Ordinance No. 15-43 of the City of Hilliard, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City of Hilliard income taxes due under said Ordinance for services performed under this contract located in the City of Hilliard.

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

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



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

CITY OF HILLIARD

By: \_\_\_\_\_  
Clyde R. Seidle, PE  
Director of Public Service

CONTRACTOR:

\_\_\_\_\_

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

Print \_\_\_\_\_

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

## 2. CERTIFICATE OF CITY LAW DIRECTOR

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

Date: \_\_\_\_\_, 20\_\_\_\_\_.

---

Tracy Bradford  
Director of Law

## 3. CERTIFICATE OF CITY FINANCE DIRECTOR

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

Date: \_\_\_\_\_, 20\_\_\_\_\_.

---

Dave Delande  
Director of Finance

Authorizing Appropriation Legislation: Ordinance No. 18-01  
Passed: February 26, 2018  
Effective: February 26, 2018

Authorizing Contract Legislation: Resolution No. 18-R-52  
Passed:  
Effective:

Purchase Order No.:

#### **4. ATTACH ALL INSURANCES TO THIS SHEET**

Required attachments include Certificate of Liability Insurance (required within ten (10) days of receiving a Notice of Award) and Certificate of Workers' Compensation coverage (due with bid submission).

## 5. NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

The Owner has considered the bid submitted by you for the above-described Project in response to its Advertisement for Bids dated July 26, 2018, and August 2, 2018, and Information for Bidders.

You are hereby notified that your bid has been accepted.

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

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

Dated this \_\_\_\_\_, 2018  
City of Hilliard, Owner

By \_\_\_\_\_  
Clyde R. Seidle, PE  
Director of Public Service

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged:

Company/Contractor Name: \_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title)

Date: \_\_\_\_\_, 20\_\_

**6A. "LIMITED" NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_.

**This "Limited" Notice to Proceed does not grant permission to Contractor to \_\_\_\_\_.**

City of Hilliard, Owner

By \_\_\_\_\_  
Clyde R. Seidle, PE  
Director of Public Service

**ACCEPTANCE OF NOTICE**

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

Company/Contractor Name: \_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title)

Date: \_\_\_\_\_, 20\_\_\_\_

**6B. "FULL" NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_.

City of Hilliard, Owner

By \_\_\_\_\_  
Clyde R. Seidle, PE  
Director of Public Service

**ACCEPTANCE OF NOTICE**

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

Company/Contractor Name: \_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title)

Date: \_\_\_\_\_, 20\_\_\_\_

## 7. BID PROPOSAL

To the Director of Public Service of the City of Hilliard, Franklin County, Ohio.

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

**PROJECT: CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

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

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

Total Dollars in Words: \_\_\_\_\_

In case a discrepancy exists between the above amount as written in numbers and in words, the amount as written in words shall govern. Reference has been made to the attached Bid Schedule, Appendix A, and this Bid Proposal is made in conformance therewith.

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

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

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

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

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

Title \_\_\_\_\_

Business Address of Bidder \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

## 8. BID GUARANTY & CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

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

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

\_\_\_\_\_,  
(Name and Address)

as Principal and \_\_\_\_\_,  
(Name of Surety)

as Surety, are hereby held and firmly bound unto the City of Hilliard, Ohio, as the Owner and Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to undertake the Project

known as: **CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

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

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

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

NOW ALSO, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said



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

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

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

(continues on next page)

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

**PRINCIPAL:**

By \_\_\_\_\_

Its \_\_\_\_\_

**SURETY:**

By \_\_\_\_\_

Its \_\_\_\_\_

The foregoing is approved by:

**CITY OF HILLIARD**

By \_\_\_\_\_  
Director of Public Service

By \_\_\_\_\_  
Director of Finance

Approved as to form:

\_\_\_\_\_  
Director of Law

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

# 8(a) NOTICE OF COMMENCEMENT

## NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT

O.R.C. 1311.252

State of Ohio            }  
                                  }ss:  
County of Franklin    }

Notice is hereby given by Clyde R. Seidle, P.E., being first duly cautioned and sworn, the Director of Public Service of the City of Hilliard, of the commencement of a public improvement as follows:

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

### **CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

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

City of Hilliard  
3800 Municipal Way  
Hilliard, Ohio 43026

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

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

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

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

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

(continues on following page)

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

City of Hilliard  
Director of Law  
3800 Municipal Way  
Hilliard, Ohio 43026  
(614) 876-7361, ext. 739

Signed:

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

**Approved as to form:**

\_\_\_\_\_  
Tracy L. Bradford  
Director of Law  
City of Hilliard

State of Ohio        }  
                          }ss:  
County of Franklin }

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

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

## 8(B) NOTICE TO UTILITIES

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Utility)  
\_\_\_\_\_  
\_\_\_\_\_

Re: Notification of Public Improvement Project

To Whom it May Concern:

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

### **CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

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

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

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

Sincerely,

\_\_\_\_\_  
City Project Manager  
City of Hilliard

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

# 9(a) NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF FRANKLIN

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

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

of \_\_\_\_\_ (Bidder)

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

Signed:

By \_\_\_\_\_

Its \_\_\_\_\_

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

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











### **13. DRUG-FREE WORKPLACE DOCUMENTS**

Attach all documentation indicating that Contractor is enrolled and in good standing with the Drug-Free Workplace Program or a similar program approved by the Ohio Bureau of Workers' Compensation.

**14. NON-DELINQUENT TAX AFFIDAVIT**

State of )  
 ) ss  
County of )

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

Further, Affiant sayth naught.

\_\_\_\_\_

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

\_\_\_\_\_

Notary Public

\_\_\_\_\_

My Commission Expires

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

**PREVAILING WAGES**

I, \_\_\_\_\_,  
(Name of person signing affidavit) (Title)

of the \_\_\_\_\_ do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract for the \_\_\_\_\_ **(Project)** during the following period from \_\_\_\_\_ to \_\_\_\_\_ is in accordance with the prevailing wage prescribed by the Contract Documents.

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

\_\_\_\_\_  
(Signature of Officer or Agent)

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

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

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

**16. City of Hilliard**  
Application for Payment

**CIP T-133 NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS**

Contractor \_\_\_\_\_

Pay Request No. \_\_\_\_\_ Date \_\_\_\_\_

Partial ( ) Final ( )

Total Original Contract	\$
Total Change Orders	\$
<b>TOTAL CONTRACT TO DATE</b>	<b>\$</b>
WORK Value Completed to Date (per attached schedule of values)	\$
Retainage (8% of value until 4% total contract value)	\$
Total Due to date	\$
Less Previous Payments	\$
<b>TOTAL DUE THIS ESTIMATE</b>	<b>\$</b>

**Contractor's Certification**

The undersigned contractor certifies that to the best of their knowledge, information, and belief the WORK covered by this APPLICATION FOR PAYMENT has been completed in accordance with the CONTRACT DOCUMENTS.

BY \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_.

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

My Commission Expires \_\_\_\_\_

**City of Hilliard Approvals**

\_\_\_\_\_  
Construction Project Manager                      Date

\_\_\_\_\_  
City Project Manager                                      Date

\_\_\_\_\_  
Finance Department                                      Date

**Purchase Order No:** \_\_\_\_\_

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

**PROJECT: CIP T-133 NORTHWEST  
PARKWAY PEDESTRIAN & LIGHTING  
IMPROVEMENTS**

Contractor: \_\_\_\_\_

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

Substantial Completion has been achieved for: \_\_\_\_ Entire Project \_\_\_\_ The following:

\_\_\_\_\_.

Approved By City of Hilliard Engineer \_\_\_\_ YES \_\_\_\_ NO Date: \_\_\_\_\_

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

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

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

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

## **APPENDIX A BID SCHEDULE ATTACHED**

The Bid Schedule consists of 18 sheets and is attached.

Contractors that choose to fill out the bid schedule by hand need to ensure legibility of all numbers and words.

Contractors may elect to fill out the bid schedule electronically using the Excel spreadsheet provided. A printed copy of the completed bid schedule, including the signature on page 18, shall be provided with the completed bid book at the time of the bid opening. The completed electronic bid schedule (in Excel format) shall be provided to the City at the time of the bid opening on CD or flash drive. If there are any deviations between the printed bid schedule and the electronic bid schedule, the values submitted in the printed bid schedule shall govern.



APPENDIX A: BID SCHEDULE

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
<b>NORTHWEST PARKWAY PEDESTRIAN AND LIGHTING IMPROVEMENTS (P-919)</b>								
<b>ROADWAY</b>								
1	201	CLEARING AND GRUBBING, AS PER PLAN	1	LUMP				
			TOTAL UNIT PRICE IN WORDS					
2	202	TREE REMOVED, 18"	17	EA				
			TOTAL UNIT PRICE IN WORDS					
3	202	TREE REMOVED, 30"	4	EA				
			TOTAL UNIT PRICE IN WORDS					
4	202	PAVEMENT REMOVED	1024	SY				
			TOTAL UNIT PRICE IN WORDS					
5	202	WALK REMOVED	76	SF				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
6	202	WALK REMOVED, ASPHALT	593	SF				
			TOTAL UNIT PRICE IN WORDS					
7	202	CURB REMOVED	116	FT				
			TOTAL UNIT PRICE IN WORDS					
8	202	CURB & GUTTER REMOVED	1137	FT				
			TOTAL UNIT PRICE IN WORDS					
9	203	EXCAVATION	1247	CY				
			TOTAL UNIT PRICE IN WORDS					
10	203	EMBANKMENT	105	CY				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
11	204	SUBGRADE COMPACTION	6601	SY				
			TOTAL UNIT PRICE IN WORDS					
12	608	4" CONCRETE WALK	1390	SF				
			TOTAL UNIT PRICE IN WORDS					
13	608	8" CONCRETE WALK	685	SF				
			TOTAL UNIT PRICE IN WORDS					
14	608	CURB RAMP	11	EA				
			TOTAL UNIT PRICE IN WORDS					
15	608	DETECTABLE WARNING TYPE E, AS PER PLAN	11	EA				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
16	653	TOPSOIL FURNISHED & PLACED, AS PER PLAN	572	CY				
			TOTAL UNIT PRICE IN WORDS					
17	SPECIAL	GAS SERVICE BOXES ADJUSTED TO GRADE	8	EA				
			TOTAL UNIT PRICE IN WORDS					
EROSION CONTROL								
18	207	PERIMETER FILTER FABRIC FENCE	4031	FT				
			TOTAL UNIT PRICE IN WORDS					
19	207	INLET PROTECTION (CATCH BASIN)	1	EA				
			TOTAL UNIT PRICE IN WORDS					
20	207	INLET PROTECTION (CURB WITH GRATE)	15	EA				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
21	207	CONCRETE WASHOUT	1	EA				
			TOTAL UNIT PRICE IN WORDS					
22	659	SEEDING & MULCHING, AS PER PLAN	5147	SY				
			TOTAL UNIT PRICE IN WORDS					
23	659	COMMERCIAL FERTILIZER, AS PER PLAN	0.70	TON				
			TOTAL UNIT PRICE IN WORDS					
24	659	WATER	28	M GAL				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
25	SPECIAL	AMENDED SOIL INFILTRATION STRIP	320	CY				
			TOTAL UNIT PRICE IN WORDS					
STORM SEWER								
26	604	MANHOLE ADJUSTED TO GRADE	10	EA				
			TOTAL UNIT PRICE IN WORDS					
27	605	6" PIPE UNDERDRAINS, 707.31	1137	FT				
			TOTAL UNIT PRICE IN WORDS					
PAVEMENT								
28	259	PERMANENT PAVEMENT, TYPE 1	7	CY				
			TOTAL UNIT PRICE IN WORDS					
29	304	AGGREGATE BASE (PATH)	637	CY				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
30	304	AGGREGATE BASE (DRIVEWAY)	88	CY				
			TOTAL UNIT PRICE IN WORDS					
31	407	TACK COAT FOR INTERMEDIATE COURSE (PATH)	217	GAL				
			TOTAL UNIT PRICE IN WORDS					
32	407	TACK COAT FOR INTERMEDIATE COURSE (DRIVEWAY)	17	GAL				
			TOTAL UNIT PRICE IN WORDS					
33	448	ASPHALT CONCRETE SURFACE COURSE, (MEDIUM TRAFFIC), PG64-22, (DRIVEWAY)	10	CY				
			TOTAL UNIT PRICE IN WORDS					
34	448	ASPHALT CONCRETE SURFACE COURSE, (MEDIUM TRAFFIC), PG64-22, (PATH)	142	CY				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
35	448	ASPHALT CONCRETE INTERMEDIATE COURSE, (MEDIUM TRAFFIC), PG64-22, (DRIVEWAY)	14	CY				
			TOTAL UNIT PRICE IN WORDS					
36	448	ASPHALT CONCRETE INTERMEDIATE COURSE, (MEDIUM TRAFFIC), PG64-22, (PATH)	251	CY				
			TOTAL UNIT PRICE IN WORDS					
37	451	8" PORTLAND CEMENT CONCRETE PAVEMENT "CLASS C" WITH MESH	1074	SY				
			TOTAL UNIT PRICE IN WORDS					
38	452	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	156	SY				
			TOTAL UNIT PRICE IN WORDS					
39	609	CURB, STRAIGHT 18"	132	FT				
			TOTAL UNIT PRICE IN WORDS					



APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
40	609	COMBINATION CURB & GUTTER, TYPE SPECIAL 8", (CG-2)	1137	FT				
			TOTAL UNIT PRICE IN WORDS					
41	SPECIAL	AGGREGATE BASE (#57 STONE)	153	CY				
			TOTAL UNIT PRICE IN WORDS					
WATER WORK								
42	807	SERVICE BOXES ADJUSTED TO GRADE	11	EA				
			TOTAL UNIT PRICE IN WORDS					
43	807	VALVE BOXES ADJUSTED TO GRADE	18	EA				
			TOTAL UNIT PRICE IN WORDS					
SANITARY SEWER								
44	604	MANHOLE ADJUSTED TO GRADE	13	EA				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
LIGHTING								
45	625	CONNECTION, FUSED PULL APART (725.15B)	48	EA				
			TOTAL UNIT PRICE IN WORDS					
46	625	CONNECTION, UNFUSED PULL APART (725.15C)	24	EA				
			TOTAL UNIT PRICE IN WORDS					
47	625	CONNECTION, UNFUSED PERMANENT (725.15E)	9	EA				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
48	625	LIGHT POLE, THOROUGHFARE, AT0.9B30, AS PER PLAN (HILLIARD SCD SL-3)	24	EA				
			TOTAL UNIT PRICE IN WORDS					
49	625	LIGHT POLE FOUNDATION, 24"X7' DEEP, AS PER PLAN (HILLIARD SCD SL-1)	24	EA				
			TOTAL UNIT PRICE IN WORDS					
50	625	NO. 4 AWG 600 VOLT DISTRIBUTION CABLE (HILLIARD SCD SL-17)	8076	FT				
			TOTAL UNIT PRICE IN WORDS					
51	625	NO. 12 AWG POLE AND BRACKET CABLE	1488	FT				
			TOTAL UNIT PRICE IN WORDS					
52	625	CONDUIT, 725.051, 2"	268	FT				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
53	625	CONDUIT CLEANED AND CABLES REMOVED	76	FT				
			TOTAL UNIT PRICE IN WORDS					
54	625	LUMINAIRE, MISC.: GE LIGHTING CATALOGUE # EAN-B-5-D3-7-40-1-B-DKBZ (HILLIARD SCD SL-4)	25	EA				
			TOTAL UNIT PRICE IN WORDS					
55	625	TRENCH, AS PER PLAN (HILLIARD SCD SL-6)	307	FT				
			TOTAL UNIT PRICE IN WORDS					
56	625	PLASTIC CAUTION TAPE	307	FT				
			TOTAL UNIT PRICE IN WORDS					
57	625	PULL BOX, AS PER PLAN (HILLIARD SCD SL-11)	2	EA				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
58	625	GROUND ROD	24	EA				
			TOTAL UNIT PRICE IN WORDS					
59	625	LIGHT POLE, THOROUGHFARE, AT0.9B30, AS PER PLAN (HILLIARD SCD SL-3) (MATERIAL ONLY SPARE)	3	EA				
			TOTAL UNIT PRICE IN WORDS					
60	625	LUMINAIRE, MISC.: GE LIGHTING CATALOGUE # EAN-B-5-D3-7-40-1-B-DKBZ (HILLIARD SCD SL-4) (MATERIAL ONLY SPARE)	3	EA				
			TOTAL UNIT PRICE IN WORDS					
61	625	LUMINAIRE REMOVED	1	EA				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
62	625	DISCONNECT CIRCUIT	1	EA				
			TOTAL UNIT PRICE IN WORDS					
DUCT BANK								
63	625	PULL BOX, 725.06, 4'X4', AS PER PLAN	3	EA				
			TOTAL UNIT PRICE IN WORDS					
64	SPECIAL	2-4"/4-2" DUCT BANK WITH TRACER WIRE	271	FT				
			TOTAL UNIT PRICE IN WORDS					
65	SPECIAL	2-4"/5-2" DUCT BANK WITH TRACER WIRE	2117	FT				
			TOTAL UNIT PRICE IN WORDS					
MAINTENANCE OF TRAFFIC								
66	616	WATER	3	M GAL				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES	
<b>MISCELLANEOUS</b>									
67	614	MAINTAINING TRAFFIC	1	LUMP					
			TOTAL UNIT PRICE IN WORDS						
68	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LUMP					
			TOTAL UNIT PRICE IN WORDS						
69	624	MOBILIZATION	1	LUMP					
			TOTAL UNIT PRICE IN WORDS						
		SUBTOTAL LINES 1-69: NORTHWEST PARKWAY PEDESTRIAN & LIGHTING IMPROVEMENTS (P-919)							
<b>STEET RESURFACING/REHABILITATION &amp; CURB REPAIR</b>									
70	254	PAVEMENT PLANING (1-3/4")	7744	SY					
			TOTAL UNIT PRICE IN WORDS						

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
71	407	TACK COAT , TRACKLESS TACK	620	GAL				
			TOTAL UNIT PRICE IN WORDS					
72	448	ASPHALT CONCRETE SURFACE COURSE, (MEDIUM TRAFFIC), PG64-22 (ROADWAY)	430	CY				
			TOTAL UNIT PRICE IN WORDS					
73	1512	FIBER REINFORCED BITUMINOUS MEMBRANE SURFACE COURSE TREATMENT (FIBERMAT), TYPE "B"	7744	SY				
			TOTAL UNIT PRICE IN WORDS					
74	644	CENTERLINE, DOUBLE YELLOW, 5"	2500	LF				
			TOTAL UNIT PRICE IN WORDS					
75	644	CHANNELIZING LINE, WHITE, 10"	75	LF				
			TOTAL UNIT PRICE IN WORDS					



APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES
76	644	STOP BAR, WHITE, 20"	37	LF				
			TOTAL UNIT PRICE IN WORDS					
77	644	CROSSWALK LINE, WHITE, 12"	160	LF				
			TOTAL UNIT PRICE IN WORDS					
78	644	TRANSVERSE LINE/DIAGONAL, YELLOW, 12"	42	LF				
			TOTAL UNIT PRICE IN WORDS					
79	644	LANE ARROW, WHITE, 96"	1	EA				
			TOTAL UNIT PRICE IN WORDS					
80	644	WORD ON PAVEMENT "ONLY", WHITE, 96"	1	EA				
			TOTAL UNIT PRICE IN WORDS					

APPENDIX A: BID SCHEDULE

Bidder agrees to perform all work described herein  
 for the following unit prices or lump sums.

LINE	ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	MATERIAL	LABOR	TOTAL UNIT PRICE OF MATERIAL AND LABOR	TOTAL IN FIGURES	
81	609	CURB & GUTTER REPLACEMENT (AS DIRECTED BY ENGINEER)	500	LF					
			TOTAL UNIT PRICE IN WORDS						
SUBTOTAL LINES 70-81: STREET RESUFACING/REHABILITATION & CURB REPAIR									

TOTAL BASE BID	
Bidder's Base Bid Total in Figures - Items 1 through 81	
Bidder's Base Bid Total in Words - Items 1 through 81	

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

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

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

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

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

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

FEDERAL I.D. NUMBER \_\_\_\_\_

THE BIDDERS TOTAL IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE EXTENSION AND IF THERE IS ANY DIFFERENCE IN THE TOTALS, THE TOTAL PRICE AS INDICATED IN THE CITY'S OFFICIAL BID TABULATION SHALL GOVERN.

Note: The BID SCHEDULE shall become part of the contract if proposal is accepted by the City of Hilliard.

## APPENDIX B PREVAILING WAGE RATE INFORMATION

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

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


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

- Click on 'View Wage Rates' on the left-hand side of the web page under 'Online Services'

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

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

## Prevailing Wage Determination Cover Letter

County:    
Determination Date: 07/13/2018  
Expiration Date: 10/13/2018

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

# 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.

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
---	------------------

<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>
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<b>As of January 1, 2018:</b>
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<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$91,150</b>
---	-----------------

<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$27,309</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  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General

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

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

### Certified Payroll Heading

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

### Information by Column

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

#### CONTACT US

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

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

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

#### LOOKUP SERVICES

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

#### RESOURCES

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

#### ABOUT INDUSTRIAL COMPLIANCE

Director Jacqueline T. Williams  
Superintendent Dave Williamson



# Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration  
6606 Tussing Road - PO Box 4009  
Reynoldsburg, OH 43068-9009  
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TTY/TDD 800-750-0750  
www.com.ohio.gov

An Equal Opportunity Employer and Service Provider

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

## Affidavit Of Compliance

### PREVAILING WAGES

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

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

for all hours worked on the

\_\_\_\_\_  
(Project name and location)

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

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

\_\_\_\_\_  
(Signature of Officer or Agent)

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

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

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

# PREVAILING WAGE NOTIFICATION TO EMPLOYEE

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



## CERTIFIED PAYROLL REPORT

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

The following Special Specifications, consisting of 11 pages, apply to this project and are attached:

1. Street Maintenance & Rehabilitation Provisions: Street resurfacing/rehabilitation and curb repair
2. Irrigation System: 4199 Leap Road
3. SS-1 Fiber Reinforced Bituminous Membrane Surface Treatment (Fibermat) dated January 2015
4. Maintenance of Traffic Notes
5. Ohio EPA - Notice of Intent (NOI)

## **STREET MAINTENANCE & REHABILITATION PROVISIONS**

In addition to the work included in the plan set entitled “Northwest Parkway Pedestrian & Lighting Improvements (CIP T-133)”, this Project includes various items related to street maintenance & rehabilitation. These items include: pavement planing, fiber reinforced surface treatment, asphalt resurfacing, and pavement striping within the entire project limits; curb & gutter repair/replacement shall be as directed based on the condition of the existing curb & gutter. The street maintenance & rehabilitation items are included in the Bid Schedule in Lines 70-81.

The street maintenance work shall be coordinated with the driveway approach replacement work and other work included in the Northwest Parkway Pedestrian & Lighting Improvements plan. If pavement planing occurs more than two calendar days prior to scheduled surface treatment and asphalt resurfacing, the Contractor shall temporary stripe lane control at the intersection of Northwest Parkway and Leap Road. The cost associated with the temporary traffic control shall be considered incidental to other traffic control items. The Contractor is required to complete resurfacing of Northwest Parkway within two weeks of planing the street.

The Contractor shall request marking of all curb & gutter to be replaced/repared two weeks prior to scheduled removal. A quantity of 500 linear feet (LF) of curb & gutter replacement has been included in the Bid Schedule; the Contractor will be paid for actual quantity installed. Any quantity greater than 500 LF installed shall be approved by change order, using the unit cost bid, prior to removal.

Special specifications for the Fiber Reinforced Bituminous Membrane Surface Treatment are included herein.

## **IRRIGATION SYSTEM – 4199 LEAP ROAD**

The property located at the southwest corner of Leap Road and Northwest Parkway operates an irrigation system; the exact location of the system is not identified. The Contractor shall conduct a field review three weeks prior to active construction to determine if the irrigation system will be impacted by the Project. If the irrigation system will be impacted by the Project, the Contractor shall coordinate isolation and/or repair of the irrigation system with the City of Hilliard Division of Operations prior to commencement of work. Contact: Mike Carroll, City of Hilliard, Operations Division Crew Leader ([mcarroll@hilliardohio.gov](mailto:mcarroll@hilliardohio.gov) or (614) 604-4746).

**SPECIAL SPECIFICATON  
SS-1**

**FIBER REINFORCED BITUMINOUS MEMBRANE SURFACE TREATMENT  
(FIBERMAT)**

**JANUARY 2015**

- 1. Description**
- 2. Specifications and Materials**
- 3. Equipment**
- 4. Pre-paving on site meeting**
- 5. Weather Limitations**
- 6. Construction**
- 7. Application of Fiber Reinforced Bituminous Binder**
- 8. Quality Control**
- 9. Documentation**
- 10. Acceptance**
- 11. Method of Measurement**
- 12. Basis of Payment**

## FIBER REINFORCED BITUMINOUS MEMBRANE SURFACE TREATMENT (FIBERMAT)

### 1. Description

This work shall consist of furnishing all materials, equipment, labor and preparation necessary for the application of a Fiber Reinforced Bituminous Membrane Surface Treatment used as a stand-alone finished surface (Type A) or as a Stress Absorbing Membrane Interlayer (SAMI) (Type B). The applied material shall completely seal the entire pavement surface and provide a uniform textured surface, suitable for placement of hot mixed asphalt, micro-surfacing or as a finished surface.

This is accomplished by using a specific applicator, which can be mounted on an asphalt distributor modified for applying the surface treatment of bituminous binder reinforced with glass fibers. The applicator comprises of an open bottomed spray bar housing fan or blower for producing a down draft in the housing, and at least one spray bar mounted on the housing and adapted to extend transversely in the direction of movement of the asphalt distributor on which the unit can be mounted.

A number of nozzles spaced longitudinally along the spray bar for spraying bituminous material, means of controlling the nozzles, and a number of sources for dispensing the cut glass fibers through the open bottomed housing to the surface of the bituminous material previously sprayed shall also be included.

### 2. Materials

#### POLYMER MODIFIED BITUMINOUS BINDER

<u>EMULSION PROPERTY</u>	<u>MIN.</u>	<u>MAX.</u>	<u>TEST METHOD</u>
S.F. VISCOSITY, 50 C (sec)	50	150	ASTM D 7496
PERCENT SOLIDS (%)*	63	---	ASTM D 6997 or 6934
STORAGE STABILITY, 24 hrs. (%)	---	1.0	ASTM D 6930
SIEVE TEST, #20 mesh (%)	---	0.1	ASTM D 6933
<u>RESIDUE PROPERTY</u>	<u>MIN.</u>	<u>MAX.</u>	<u>TEST METHOD</u>
PENETRATION, 100g, 5 sec, 25 C (dmm)	70	130	ASTM D 5
ELASTIC RECOVERY, 25 C, 10 cm (%)**	55	75	ASTM D 6084 Procedure B
Demulsability	40		ASTM D 6936

\* By distillation or evaporation

\*\* The specimen is extended 20 cm. The extended area is severed in the middle using a pair of shears. After 1 hour, at the test temperature the severed ends are returned to contact and the ductilometer reading is made again. The sample must recover at least 50 percent of the original 20 cm distance.

The polymer modifier shall be a SBS or a SBR type polymer. The minimum amount of solid or dry polymer modifier shall 3%, based upon the asphalt weight. The polymer materials shall be milled or blended into the asphalt or blended through the emulsion mill as the emulsion is being produced.

## **COURSE AGGREGATE**

The course aggregate shall be 100% crushed material from quarried stone, natural gravel or other high quality aggregate and meet the following requirements:

### **PHYSICAL REQUIREMENTS**

<u>TEST</u>	<u>DESCRIPTION</u>	<u>SPECIFICATION</u>
AASHTO T96	L.A. Abrasion Test	40% max.
S1029*	Deleterious Material	1.0 max.
S1021*	Crushed Pieces	100%
AASHTO T104	Sodium Sulfate Soundness Test, 5 Cycle	15

### **GRADING REQUIREMENTS – ASTM C-117**

SIEVE SIZE	TYPE A	TYPE B
1 inch (25mm)	100	100
¾ inch (19mm)	100	100
½ inch (12.5mm)	100	100
3/8 inch (9.5mm)	85-100	85-100
No. 4 (4.75mm)	5-25	5 - 25
No. 8 (2.36mm)	0-10	0-10
No. 200 (75um)	2	2

## **FIBER**

The glass fiber is E Class from an approved source. The glass fiber spools are supplied internally wound, in coils or cheeses. The spools are cut in-place into 60 mm, (2.38") lengths which are distributed uniformly across and between the two parallel applications of modified asphalt emulsion. Glass fiber spread rates are up to 120 g/m<sup>2</sup>, (4oz.), with additional asphalt emulsion rates of spread, depending upon the site requirements.

### **3. Equipment**

All equipment required for performance of the work shall be approved before construction is to begin, and shall be maintained in satisfactory operating condition. The Contractor shall furnish an accurate thermometer, hand brooms and other small tools and equipment essential for the completion of the work.

#### **PRESSURE DISTRIBUTOR/FIBER APPLICATOR**

The pressure distributor shall have a computerized rate control that automatically adjusts the distributor's pump to the ground speed. The pressure distributor shall be capable of heating and re-circulating the bituminous binder to the specified temperature. The proper nozzles shall be used for the material and rate specified. There shall be two separate spray bars, one in front of the fiber applicator housing and one following it. The fiber cutter and distributor shall be an integrated unit. The integrated applicator shall be comprised of an open bottomed spray bar housing, a fan or blower producing a down draft in the housing, and at least one spray bar mounted on the housing and adapted to extend transversely in the direction of movement of the vehicle on which the applicator is mounted. A number of sources for dispensing cut glass fiber through the open bottomed housing to the surface of the binder material previously sprayed shall also be included.

The integrated applicator shall have been calibrated within the previous 12 months for transverse and longitudinal distribution application rates according to ASTM D2995, Practice for Determining Application Rate of Bituminous Applicator or other suitable method. The bituminous fiber applicator shall be equipped, maintained, and operated so that the bituminous materials can be applied at controlled rates from (.22 gal/SY) to (0.56 gal/SY). The fiber is applied at controlled rates from nominally (approx. 1-4 oz/SY). These applications shall be such that a uniform first layer of asphalt emulsion is applied followed by uniform layer of glass fibers that is chopped in-place and covered with a uniform layer of asphalt emulsion.

#### **AGGREGATE SPREADER**

The aggregate spreader shall be self-propelled and shall be equipped with hoppers, revolving cylinders and adjustments necessary to produce a uniform distribution of material at the specified rate.

#### **ROLLING**

Use only steel wheel and pneumatic tire types of rollers.

Immediately following the application of the cover material, the treated surface shall be completely rolled. At no time shall the rollers lag more than 500' behind the aggregate spreader. The entire treated surface shall receive a minimum of two roller passes.

A minimum of one roller pass shall be completed using a pneumatic tire type, meeting the minimum requirements. All ballasting shall conform to the manufacturer's specifications.

#### **4. Pre-Paving on Site Meeting**

A meeting between the Contractor and Engineer will be held at the project site prior to beginning work. The agenda for this meeting will include:

- Review of Contractors detailed work schedule
- Review of the traffic control plan
- Inspection of equipment
- Calibration method used to determine compliance with the application rates

#### **5. Weather Limitations**

##### **Type B**

The fiber reinforced bituminous membrane surface treatment shall be placed when the pavement and atmospheric temperature is 50° F or above. Placement is not permitted if it is raining, when the pavement surface is wet, or when temperatures are forecasted to be below 32° F within 24 hours of placement.

##### **Type A**

The fiber reinforced bituminous membrane surface treatment shall be placed when the pavement and atmospheric temperature is 60° F or above. Placement is not permitted if it is raining, when the pavement surface is wet, or when temperatures are forecasted to be below 32° F within 24 hours of placement.



## 6. Construction

The Contractor shall follow the construction methods as described.

- a. The surface shall be cleaned by the Contractor and shall be dry when the bituminous binder is applied. Material cleaned from the surface shall be removed and disposed of as directed.
- b. The specified aggregate shall be spread uniformly onto the bituminous binder/fiber within 30 seconds of the bituminous spray.
- c. Projects greater than 12,000 sy<sup>2</sup> shall use a minimum of two rollers. Rollers shall proceed at maximum speed of 5 mph. The entire surface shall receive a minimum of two roller passes. The first roller pass shall be performed within two minutes of aggregate spreading.
- d. Brooming of the completed surface shall be accomplished prior to unrestricted use by traffic. The entire surface shall be clean of all loose material within 24 hours and prior to placement of surface course material.
- e. The Contractor shall protect all utility castings using tarpaper or other approved material. All covers shall be properly fitted to the casting and removed prior to sweeping.

## 7. Application of the Fiber Reinforced Bituminous Membrane Surface Treatment

Fibers and bituminous materials shall be applied by means of a pressure distributor in a uniform, continuous spread over the section to be treated and within the temperature range, sandwiching the in-place chopped fibers between the two layers of asphalt emulsion. The distributor shall be moving forward at the proper application speed at the time the spray bar and fiber chopper bars are opened. If any skipped areas or deficiencies occur, the operation shall be immediately stopped. Junctions of spreads shall be carefully made to assure a smooth riding surface and the deficient areas corrected in a manner approved by the Engineer.

### BITUMINOUS BINDER

The bituminous binder shall be applied at a temperature of 150 F to 180 F, and at the rate specified.

### COURSE AGGREGATE

- Stockpiling and loading methods shall permit ready identification of material and to minimize segregation and contamination of the aggregate.
- The moisture content of the course aggregate shall be below 4% and maintained throughout the project.

- Course aggregate shall be spread uniformly without ridges or gaps at the specified rates.
- Spreading of the aggregate shall be adjusted to produce a minimum of excess loose particles and shall provide complete coverage after rolling.
- The spreading operation shall be accomplished in such a manner that the tires of trucks or the spreader at no time comes into contact with the newly applied bituminous material.

## MATERIAL APPLICATION RATES

### BINDER/FIBER APPLICATION RATE Gallons per Square Yard

<u>APPLICATION TYPE</u>	<u>Emulsion</u>	<u>Tolerance</u>	<u>Fiber</u>
Type A	0.35 – 0.55	± 0.02	1 – 4 oz.
Type B	0.35 – 0.55	± 0.02	1 – 4 oz.

Aggregate application rate shall be as determined by the supplier of the Fiber Reinforced Bituminous Membrane Surface Treatment binder and shall produce a completed surface with no excessive binder exposed. The supplier of the Fiber Reinforced Bituminous Membrane Surface Treatment binder shall determine the application rate for emulsion and aggregate, based on the existing pavement condition and aggregate size. This information shall be reported to the Engineer prior to beginning work and shall include an aggregate gradation on the job specific materials.

## 8. Quality Control

The Contractor to measure compliance shall use the methods described in this section.

- Aggregate gradation
- Aggregate Moisture Content
- Yield Check on Bituminous Binder
- Yield Check on Fiber
- Temperature Check on Bituminous Binder

If the Contractor's test results exceed any of the identified quality control tolerances, the Engineer shall be immediately notified. The Engineer will review the explanation and the corrective action taken by the Contractor. Another test will be taken and if the results still exceed the quality control tolerance, placement shall stop. The Contractor shall immediately notify the Engineer, and identify the cause of the excessive deviation and detail corrective action necessary to bring the deficiency into compliance. The Engineer will give approval prior to resuming work.

## **BITUMINOUS BINDER**

The application rate shall not exceed a tolerance of 0.02 gallons per square yard from the specified rate, and within the temperature range as specified in Section 7.

## **COURSE AGGREGATE**

The aggregate shall be clean and uniform, and shall be within the gradation range as specified in the material section., Moisture content shall not exceed the tolerance as specified in Section 7.

## **9. Documentation**

The Contractor shall provide the Engineer a daily report with the following information:

- Control Section/Project Number/County/Route
- Date/Air Temperature/Pavement Temperature
- Bituminous Binder Temperature (3 per day)
- Beginning and Ending Stations
- Yield Check on Bituminous Binder (3 per day)
- Yield Check on Fiber (3 per day)
- Aggregate Gradation & Moisture (1 per day)
- Length/Width/Total Area

Other required documentation shall include:

Bill of lading on aggregate, fiber and bituminous binder, to be provided as requested or at project completion.

## **10. Acceptance**

The Contractor shall inspect the completed Treatments during the application process for any deficiencies. The deficiencies will be limited to flushing, surface patterns and loss of stone retention.

Workmanship shall be inspected for the following:

- Untreated areas (missed)
- No excessive overlap on longitudinal joints
- No excessive overlap on construction joints

All corrective work shall be accomplished prior to resurfacing with bituminous materials. The Contractor shall furnish materials, equipment and labor to make corrections at no additional cost to the Contract. The Engineer shall give final approval on inspection and corrective work.

## 11. Method of Measurement

Fiber Reinforced Bituminous Membrane Surface Treatment will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for Fiber Reinforced Bituminous Membrane Surface Treatment.

## 12. Basis of Payment

Fiber Reinforced Bituminous Membrane Surface Treatment shall be paid for per square yard for furnishing all preparation, materials, equipment, labor, clean up, and incidentals necessary to complete the work as specified.

<b><u>Description</u></b>	<b><u>Unit</u></b>
Fiber Reinforced Bituminous Membrane Surface Treatment, Type A	Square Yard
Fiber Reinforced Bituminous Membrane Surface Treatment, Type B	Square Yard

## **MAINTENANCE OF TRAFFIC NOTES**

The below Maintenance of Traffic (MOT) provisions supplement and reiterate the notes provided on Sheet 7 of the plans.

No lane closures shall be implemented between the hours of 7:00 am – 8:30 am and 3:00 pm – 6:00 pm, Monday through Friday.

The Contractor is permitted to close one lane of traffic between the hours of 8:30 am – 3:00 pm, Monday through Friday, provided that two-way one-lane operation is maintained in accordance with the plans using flaggers under the direction of the Contractor. No payment for Law Enforcement Officers (LEOs) is included in the plans. If the Contractor cannot or does not properly and safely maintain two-way one-lane traffic with their own forces, LEOs may be used at no additional cost to the project. Any cost associated with Special Duty Police Officers for flagging operations is the responsibility of the Contractor.

Access to properties shall be maintained at all times. The Contractor is responsible for communicating, coordinating, and scheduling driveway work with the affected property or business owners to minimize disruption of their normal business activities. A minimum of two business days' notice prior to any access interruptions is required.

The Contractor shall schedule his work over the winter months to ensure that any work that impacts access to private properties shall not be started and remain dormant for more than one week without active progress.

## **OHIO EPA NOTICE OF INTENT (NOI)**

The City of Hilliard has submitted a construction storm water general permit (Notice of Intent (NOI)) for the Project to the Ohio Environmental Protection Agency (Ohio EPA Facility Permit Number 4GC06332\*AG). The Contractor shall apply as a co-permittee upon issuance of the Notice to Proceed. Any costs associated with the co-permittee submission and maintenance of the construction Storm Water Pollution Prevention Plan (SWPPP) is the responsibility of the Contractor and shall be considered incidental to other Erosion Control items related to the Project.

**APPENDIX D**  
**DETAILED CONSTRUCTION DRAWINGS**

The plan set for this project, entitled “Northwest Parkway Pedestrian & Lighting Improvements (CIP T-133)” and designated as Hilliard Record Plan Number P00919, consists of 44 pages. These plans, and any future revisions to these plans, shall be considered part of these bid/contract documents.

Various standard drawings published by the City of Hilliard, the City of Columbus Department of Public Service and Department of Public Utilities, and the Ohio Department of Transportation are referenced in the plans and shall be considered a part of these bid/contract documents. The standard drawings include 47 sheets are available for download from Key Blueprints. **Printed copies of standard drawings will not be provided in the bid/contract documents.** Contractors that wish to have a paper copy of standard drawings may either download and print on your own or arrange for printing through Key Blueprints.