

**SAINT CLAIR TOWNSHIP, BUTLER COUNTY, OHIO
BOARD of TRUSTEES**

SUMMIT STREET WATER MAIN EXTENSION

PROJECT NO. ARPA25-01-01

2025

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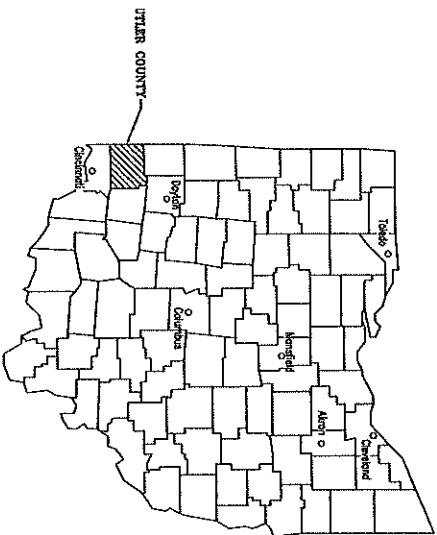
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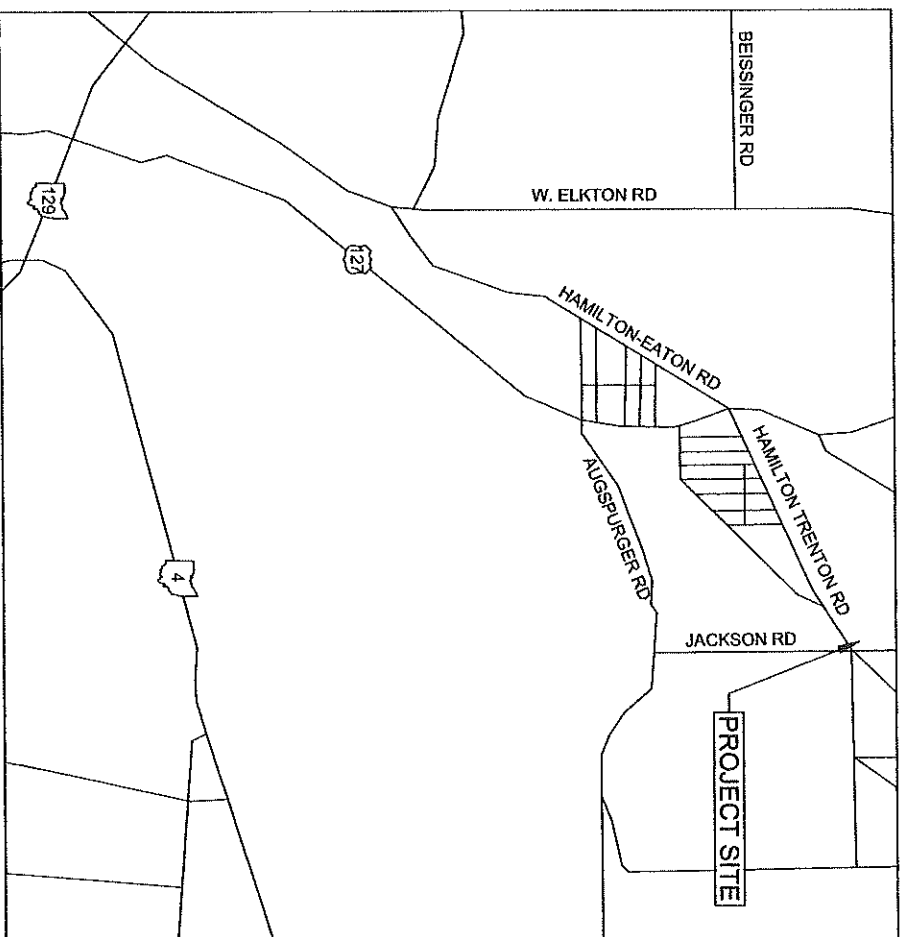
Individual specifications are included in this section. In addition, the State of Ohio, Department of Transportation, Construction and Material Specifications, latest version are incorporated as part of these Contract Documents and made part thereof.

**STANDARD SPECIFICATIONS AND DETAILS FOR WATER & SANITARY SEWER
CONSTRUCTION (available on-line at <http://des.butlercountyohio.org>)**

Southwest Regional Water District Water Main Extension to 2488 Summit St for St. Clair Township Trustees May 2025



STATE OF OHIO



SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STANDARD DETAILS & GENERAL NOTES
3	SWP3 & GENERAL NOTES
4	SWP3 DETAILS
5	PLAN SHEET

GENERAL EROSION CONTROL NOTES

1. The Stormwater Pollution Prevention Plan is on file at the office of Southwest Regional Water District. It is supplemented by this plan sheet and by specifications in the bidding and contract documents.
2. All contractors and subcontractors involved with storm water pollution prevention shall obtain a copy of the Storm Water Pollution Prevention Plan and the State of Ohio National Pollutant Discharge Elimination System General Permit (NPDES Permit) and become familiar with their contents.
3. Contractor shall implement Best Management Practices as required by the SWPPP. Additional Best Management Practices shall be implemented as dictated by conditions at no additional cost to owner throughout all phases of construction.
4. Best Management Practices (BMP'S) and controls shall conform to federal, state, or local requirements or manual of practice, as applicable. Contractor shall implement additional controls as directed by permitting agency or owner.
5. Permits for any construction activity impacting state waters or regulated wetlands must be maintained on site at all times.
6. Contractor shall minimize clearing to the maximum extent practical or as required by the general permit.
7. General Contractor shall denote on plan the temporary parking and storage area which shall also be used as the equipment fueling, maintenance and cleaning area, employee parking area, and area for loading portable facilities, office trailers, and toilet facilities.
8. Silt fences, and appropriate staked hay bale barriers shall be constructed as required on this project.
9. Areas having staked hay bales may alternately have silt fence installed at the contractor's discretion.
10. Any areas of future fill placement shall have silt fence barrier erected and maintained on the downslope side until satisfactory grass is established on the fill material.
11. All wash water (concrete trucks, vehicle cleaning, equipment cleaning, etc.) shall be detained and properly treated or disposed.
12. Sufficient oil and grease absorbing materials and flotation booms shall be maintained on site or readily available to contain and clean-up fuel or chemical spills and leaks.
13. Dust on the site shall be controlled. The use of motor oils and other petroleum based or toxic liquids for dust suppression operations is prohibited.
14. Rubbish, trash, garbage, litter, or other such materials shall be deposited into sealed containers. Materials shall be prevented from leaving the premises through the action of wind or storm water discharge into drainage ditches or waters of the state.
15. All storm water pollution prevention measures shall be initiated as soon as possible.
16. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately.
17. Contractors or subcontractors will be responsible for removing sediment that may have collected in the storm sewer drainage system in conjunction with the stabilization of the site.
18. On-site and off-site soil stockpile and borrow areas shall be protected from erosion and sedimentation through implementation of Best Management Practices.
19. Slopes shall be left in a roughened condition during the grading phase to reduce runoff velocities and erosion.
20. All construction shall be stabilized at the end of each working day. This includes backfilling of trenches for utility construction and placement of gravel or bituminous paving for road construction.
21. All construction and demolition debris (C&DD) shall be disposed of in an Ohio EPA approved C&DD landfill as required by Ohio Revised Code (ORC) 3714.
22. Soils contaminated by petroleum or other chemical spills shall be treated and/or disposed of in an Ohio EPA approved solid waste management facility or hazardous waste treatment, storage or disposal facility. In the event of a spill the Ohio EPA (1-800-282-9378), the local fire department, and the local emergency planning committee shall be contacted within 30 minutes.
23. All existing storm tiles encountered during construction shall be connected to new storm water system.

MAINTENANCE NOTES:

- All measures stated in the Stormwater Pollution Prevention Plan and on this drawing shall be maintained in fully functional condition until no longer required for a completed phase of work or final stabilization of the site. All erosion and sedimentation control measures shall be checked by a qualified person at least once every seven calendar days and within 24 hours of the end of a 0.5" rainfall event, and cleaned and repaired in accordance with the following:
1. Inlet protection devices and barriers shall be repaired or replaced if they show signs of undermining or deterioration.
 2. All seeded areas shall be checked regularly to see that a good stand is maintained. Areas should be fertilized, watered, and reseeded as needed.
 3. Silt fences shall be repaired to their original conditions if damaged. Sediment shall be removed from the silt fences when it reaches one-half the height of the silt fence.
 4. The construction entrances shall be maintained in a condition which will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing of the construction entrances as conditions demand.
 5. Any temporary parking and storage areas shall be kept in good condition (suitable for parking and storage). This may require periodic top dressing of the temporary parking as conditions demand.
 6. Outlet structures in the sedimentation basins shall be maintained in operational conditions at all times. Sediment shall be removed from sediment basins or traps when the design capacity has been reduced by 40%.

GENERAL SEQUENCE OF CONST.

1. Provide erosion control measures as required.
2. Install Waterline.
3. Fine grade site.
4. Place permanent seeding.
5. Enhance erosion control measures as required.

Erosion control measures for the project will, at a minimum, consist of

- (1) Continuous silt fence installed on the downslope edge of any disturbed area where on a slope, and
- (2) Straw bales across full width of any disturbed area at 50-foot intervals where on an up or downslope.

Additional controls, if found necessary during the course of construction, shall be provided at no additional cost to the District.


EXISTING UTILITIES

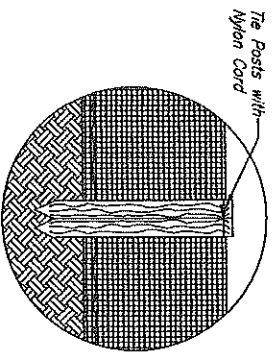
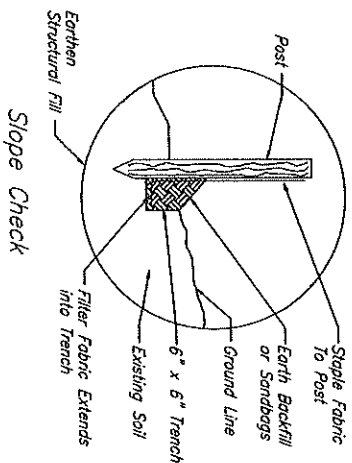
Telephone	(800) 463-4000
Vinton	(888) 246-7274
Water	
Chinchin Bell	(513) 863-0828
Southwest Regional Water District	(513) 899-1517
Boyd Carr	
Cable Television	(513) 233-5702
Time Warner (Frank Ward)	
Electric	(513) 651-4182
Duke Energy	(513) 867-4400
Bulter Rural Electric	
Roads and Culverts	(513) 519-9530
Bulter County Engineer (Tim Smith)	(513) 933-6568
Ohio Department of Transportation (Dustin Williams)	

NOTE:
The contractor shall contact the following organizations and above utilities two (2) days before construction is started. He shall also report to a utility any breaks, leaks, dents, or any damage to the existing facilities.
Ohio Utility Protection Service (OUPS) (800) 362-2764

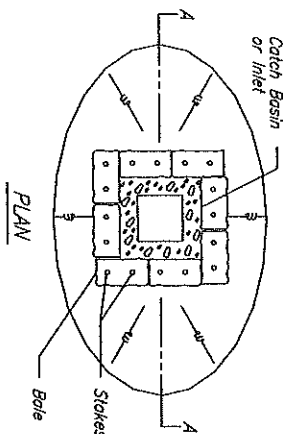
LEGEND

(M)	EXISTING METER
0+00	STATIONING
⚡	EXISTING HYDRANT
⚡	PROPOSED HYDRANT
—	EXISTING WATER MAIN
—	PROPOSED WATER MAIN
—	RIGHT OF WAY
—	PROPERTY LINE
⊗	PROPOSED VALVE
⊙	EXISTING VALVE
— x —	FENCE LINE
—	DITCH LINE
12LF	STONE DRIVEWAY (with width)

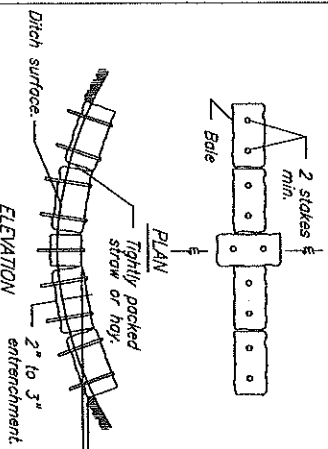
REV. NO.	DESCRIPTION	DATE	BY	APP'D		PREPARED BY:	TAP	Water Main Extension to 2488 Summit St for St. Clair Township Trustees	CAD NUMBER:	
						DRAWN BY:	TAP		JOB NUMBER:	
						CHECKED BY:	JEF		SCALE:	
						DATE:	1-24-2024		SHEET:	3 of 5



SILT FENCE DETAILS



BALE INLET FILTER



BALE DITCH CHECK

STRAW BALE DETAILS

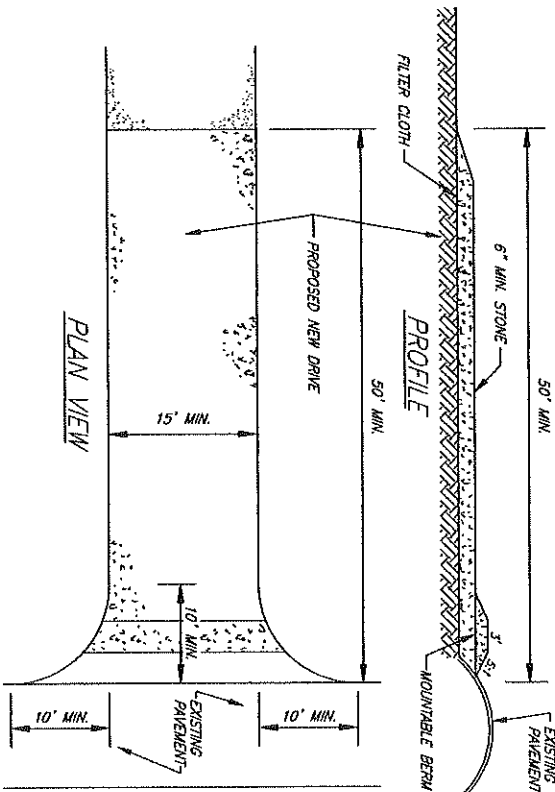
BALE PLACEMENT: Bales shall be tightly placed, adjacently, and entrenched 2" to 3" before staking; or a small amount of loose soil shall be tightly compacted along the upstream edge of the bales.

Each bale shall be firmly staked with a minimum of 2 stakes at least 3' in length. Stakes shall be wooden 2" x 2", reinforcing bars or fence posts, as approved by the engineer.

Loose straw or hay shall be scattered for a distance of 10' on the upstream side of each ditch check, and shall be wedged between and under staked bales.

SEDIMENT PITS shall be provided, where directed by the engineer.

Areas shown having staked hay bales may alternately have silt fence installed at the contractor's discretion.

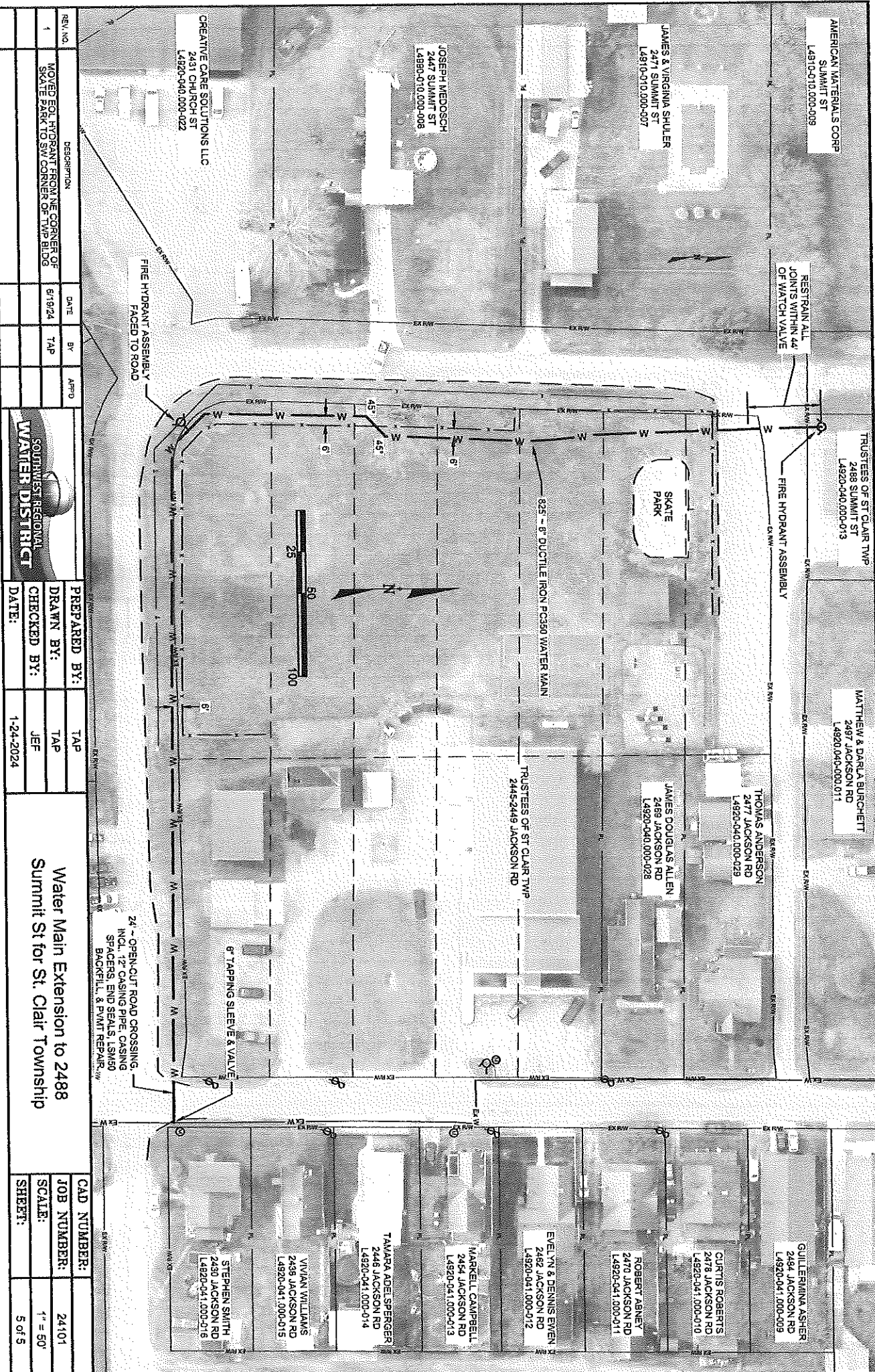


1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET.
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - FIFTEEN (15) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING THE STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERGED TOWARD CONSTRUCTION ENTRANCES SHALL PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPOILED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

STABILIZED CONSTRUCTION ENTRANCE

NO SCALE

REV. NO.	DESCRIPTION	DATE	BY	APP'D	PREPARED BY:	TAP	Water Main Extension to 2488 Summit St for St. Clair Township Trustees	CAD NUMBER:	JOB NUMBER:	SCALE:	SHEET:
					DRAWN BY:	TAP					
					CHECKED BY:	JEF					
					DATE:	1-24-2024					4 of 5



REV. NO.	DESCRIPTION	DATE	BY	APP'D	PREPARED BY:	TAP	CAD NUMBER:
1	NOTED EQ. HYDRANT FROM CORNER OF SKATE PARK TO SW CORNER OF TWP BLDG	6/19/24	TAP		DRAWN BY:	TAP	JOB NUMBER: 24101
					CHECKED BY:	JEF	SCALE: 1" = 50'
					DATE:	1-24-2024	SHEET: 5 of 5

SOUTHWEST REGIONAL WATER DISTRICT

Water Main Extension to 2488 Summit St for St. Clair Township

SECTION 100
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

SUMMIT STREET WATER MAIN EXTENSION
PROJECT NO. ARPA2025-01-01

ST. CLAIR TOWNSHIP BOARD of TRUSTEES
2449 JACKSON ROAD
HAMILTON, OHIO 45011

Sealed bids will be received at the office of the St. Clair Township Board of Trustees, 2449 Jackson Rd., Hamilton, Ohio until **3:00 p.m.** local time on **Friday, October 24, 2025**, and will be opened and read aloud at 3:15 p.m. or shortly thereafter in the conference room of the Administration Building at the above address. **The Contract involves furnishing all labor and materials required to install Summit Street Water Main Extension.**

Plans and specifications are on file at the office of the St. Clair Township Board of Trustees, 2449 Jackson Rd., Hamilton, Ohio. Copies of the Bidding Documents and Specifications may be obtained at the same address, or online at <http://www.stclairtownshipohio.org> by selecting the "Public Improvements Bidding" option.

Each bid must contain the full name and street address of the bidder, a signed Non-Collusion Affidavit, a signed Personal Property Tax Affidavit, and a Bid Guaranty in accordance with Section 153.54 of the Ohio Revised Code. Bids shall be sealed and shall be clearly marked on the outside of the package "**BIDS FOR SUMMIT STREET WATER MAIN EXTENSION.**" Failure to submit bids in conformance with the Contract Documents will result in rejection of the bid as non-responsive.

Bidders must comply with the prevailing wage rates on Public Improvements in Butler County, Ohio as determined by the Ohio Bureau of Employment Services, Wage & Hour Division.

The right is reserved by the Township Board of Trustees to reject any or all Bids, to waive formalities, to accept the lowest and best Bid, and to hold Bids for a period of sixty (60) days after the bid opening for evaluating both the Bids and Bidders.

BY ORDER OF THE BOARD OF TRUSTEES
St. Clair Township, Butler County, Ohio

Barbara Schick, Administrator

Publish: Journal-News on **September 12, 2025**

SECTION 101
INVITATION FOR BIDS

SECTION 101

INVITATION FOR BIDS

1. Sealed bids will be received by the St. Clair Township Board of Trustees, 2449 Jackson Road, Hamilton, Ohio 45011 until 3:00pm local time on Friday, October 24, 2025, and opened shortly thereafter in the conference room of the Administration Building of the same address for the furnishing of labor and materials for Project No. 25-01-01, SUMMIT STREET WATER MAIN EXTENSION. Each sealed bid will be clearly labeled with the name, address, and phone number of the bidder.
2. All bids shall be in strict accordance with all provisions and specifications of the Contract Documents.
3. Bids shall be submitted on the printed forms provided for that purpose. Bid Forms shall be completely filled out, appropriately signed and submitted with the bid. The bid must contain the full name, address, and phone number of each person or company interested therein. Bid Forms are included in Section 104 of the Contract Documents.
4. Plans and specifications are on file at the office of the St. Clair Township Board of Trustees, 2449 Jackson Rd., Hamilton, Ohio. Copies of the Bidding Documents and Specifications may be obtained at the same address between the hours of 8:00am and 4:00pm; by calling 513.887.0205 to arrange a pickup time; or online at <http://www.stclairtownshipohio.org> by selecting the "Public Improvements Bidding" option. Printed copies of plans and specifications will be provided to prospective bidders at no cost to qualified prospective bidders.
5. A Bid Guaranty shall be submitted with each bid. The Bid Guaranty shall be in the form of either:
 - a. A bond secured by corporate surety in the full amount of the bid guaranteeing that if the bid is accepted, a contract will be entered into and that the performance of same will be properly secured by the bond; or
 - b. A bond secured by cash, certified check, irrevocable letter of credit or other cash equivalent in the sum of ten (10) percent of the total amount of the bid, guaranteeing that if the bid is accepted, a contract will be entered into by the contractor. If the bidder uses this form of bond, the bidder will be required, as a condition of the contract, to submit a Performance and Payment Bond in the full amount of the contract secured by corporate surety acceptable to the Board of Township Trustees. Bid security may be retained as liquidated damages if the successful Bidder fails to enter into a contract and furnish bond as specified in the Contract Documents.
6. Bid bonds and security therefore will be returned to the unsuccessful Bidders upon award of the contract by the Township. Except as provided herein, the bid security of the successful Bidder will be returned after a contract has been entered into and secured by the necessary contract bond.
7. Bidders shall submit firm Bids. The price or prices quoted shall include all costs required to comply with the provisions of the Contract Documents and shall be the actual price, or prices, to be paid by the Township including all discounts, allowances, etc., so that the bid can be evaluated on a firm, fair and equitable basis. The estimated quantities shown in the Bid Form or other Contract Documents are for comparison purposes only and shall not be construed as a representation by Township as to the amount of work which might actually be assigned to the Bidder during any term of the contract.

8. A Bidder shall not stipulate in any bid any conditions not contained in the Contract Documents. Any qualifying statements or conditions may cause the Bid to be deemed unresponsive and invalid.
9. No contract will be awarded to any person, firm or corporation that is in arrears to the Township upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the Township, or who is a defaulter as to surety or otherwise upon any obligations to St. Clair Township, Butler County, Ohio.
10. Each bid shall be accompanied by a non-collusion affidavit executed on the form provided herein.
11. Each bid shall be sealed and addressed to the Board of Township Trustees, 2449 Jackson Road, Hamilton, Ohio 45011, and shall bear on its face the name and address of the bidder.
12. No bid shall be withdrawn within sixty (60) days after the scheduled time for the opening of bids.
13. The Township reserves the right to reject any or all bids or to accept any bid which may be deemed to be in the best interest of St. Clair Township, Butler County, Ohio.
14. The Notice to Proceed shall be issued with the execution of the Articles of Agreement by the Township. The date of the Notice to Proceed and commence work date will be 7 days after the date of execution. Should there be reasons why these dates need adjustment, the time may be modified by mutual agreement between the Township and the Contractor before contract execution.
15. The Township may make such investigations as the Township deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Township all such information and data for this purpose as the Township may request. In determining the award, consideration will be given to (a) whether the Bidder maintains a permanent place of business, (b) suitability of the Bidder's plant and equipment for the work, (c) Bidder's financial status and organization, (d) Bidder's record of experience in constructing improvements of this type, (e) lowest bid, and other criteria listed in Section 102, Information for Bidders.

The Township reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated.

16. The Bidder is required to examine carefully the site of the work, the bid schedule, plans and specifications, and to read and become acquainted with the contract documents (including the agreement form) for the work contemplated. By submitting a bid, Bidder warrants that Bidder has investigated and is acquainted with the conditions to be encountered for performing the work including the character, quality, and quantities of work to be performed and materials to be furnished, the relevant prevailing hourly wage rates for the area in which the project is located and the requirements of the Contract Documents hereinafter defined. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to all the conditions which will affect the work.
17. The Township requires reimbursement by the successful bidder for any expenses paid to Township employees, by way of Worker's Compensation, when that injury has been caused by the negligence of the provider of the services or goods required by this contract.
18. The Contract Documents contain the provisions required for the performance of the work which is the subject of the contract. Information obtained from an officer, agent, or employee of the Owner

or employee of any other person shall not affect the risks or obligations assumed by the Contractor or relieve the contractor from fulfilling any of the conditions of the Contract.

SECTION 102
INFORMATION FOR BIDDERS

SECTION 102

INFORMATION FOR BIDDERS

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SECTION 102 - INFORMATION FOR BIDDERS

102.01. Definitions – As used in the Contract Documents, the following terms shall be defined as follows:

1. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarification or corrections.

2. BCWS – The Butler County Water and Sewer Department.

3. BID - The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

4. BIDDER - Any person, firm, partnership, joint venture or corporation submitting a Bid for Work contemplated.

5. BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by a Bidder, the Contractor and any surety in accordance with the Contract Documents.

6. CONTRACT - The written agreement covering the performance of the Work and the furnishing of labor, tools, equipment, and materials in construction of the Work. The Contract shall include those items included within the description of Contract Documents under Section 102.01, plus any and all Change Orders required to complete the Work in a substantial and acceptable manner.

7. CONTRACT DOCUMENTS - The "Invitation for Bids", "Information for Bidders", "Bids", "Bid Bond", "Agreement", "General Conditions", "Supplemental General Conditions", "Performance Bond", "Notice of Intent to Award", "Notice to Proceed", "Detailed Plans", "Change Order", "Technical Specifications", "State of Ohio, Department of Transportation, Construction and Material Specifications, latest version", and "Addenda", are the documents that shall form the Contract.

8. CONTRACTOR - Any person, firm, or corporation undertaking Work under an executed Contract and the Contract Documents. Only the successful Bidder is considered the Contractor.

9. ENGINEER - The designated representatives of the St. Clair Township Board of Trustees, 2449 Jackson Road, Hamilton, Ohio 45011.

10. OWNER OR TOWNSHIP - The Board of Trustees of St. Clair Township, Butler County, Ohio acting through its properly authorized agents. Upon successful and acceptable completion of the work, the products of this contract shall become property of the St. Clair Township Board of Trustees, Butler County, Ohio.

11. BID - The offer of the Bidder for the Work, made out and submitted on prescribed Bid Forms, properly signed and notarized.

12. BID FORM - The approved form, included within the Contract Documents and upon which the Owner has required formal Bids to be prepared and submitted for the Work.

13. SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and

workmanship.

14. SUBCONTRACTOR - Any person, firm, or corporation undertaking work under the obligation of the Contractor, who prior to such undertaking received the written consent of the Owner.

15. SURETY -The corporate entity bound with and for the Contractor for the acceptable performance of the Contract and for completion of the Work. Surety shall be authorized to do business in the State of Ohio.

16. WORK - All work described or specified in the Bid and Contract Documents. Because the Work involves or is associated with the construction, reconstruction, improvement, enlargement, alteration, demolition, or repair of a building, highway, drainage system, water system, road, street, alley, sewer, ditch, sewage disposal plant, water works, and any other structure or work of any nature by St. Clair Township, the Work shall be considered to be a "public improvement" for purposes of Chapters 153 and 4115 of the Ohio Revised Code.

102.02. Addenda and Interpretation. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Requests for such interpretations should be in writing, addressed to the Engineer. To be given consideration, requests must be received at least seven days prior to the time fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which will be issued and mailed (or faxed) to the prospective Bidders, (at the addresses furnished for such purposes), no later than 72 hours (excluding Saturday, Sunday and legal holidays) prior to the time fixed for the opening of bids. Owner's decision as to any question or as to any clarification or interpretation shall be final. It is the responsibility of each Bidder to check with the Owner prior to submission of his bid to be sure that he has received all addenda. The Owner will not be responsible for any explanation or interpretation of the bid documents made other than by addenda duly issued.

In the case of any error, omission, discrepancy or ambiguity in the Contract Documents, or in case a potential Bidder is in doubt as to the true or intended meaning of any provision of the Contract Documents, said potential Bidder shall immediately request in writing a clarification of said provision, or a correction of said error or omission, from the Owner. Failure to request a clarification or correction will cause the Bidder, if awarded the contract, to be bound by the Owner's interpretation of the meaning of the provision in question, regardless of the reasonableness of any other interpretation.

102.03. Postponement of Bid Openings. The Owner reserves the right to postpone the date for presentation and opening of bids and will give written or telegraphic notice of any such postponement to each prospective bidder at least 24 hours prior to time fixed for the opening of bids. In the event of any postponement, Owner will not open any bid received prior to issuance of the notice of postponement and will hold such unopened bid until the new time fixed for the opening of bids unless the Bidder provides written notice to Owner directing that such unopened bid be returned to the Bidder.

102.04. Familiarity With The Work. The Bidder, before submitting a bid, shall carefully examine all Contract Documents and all available information with respect to subsurface conditions; shall visit the site to make a thorough investigation of conditions that may in any manner affect the performance of the work; shall familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and shall carefully coordinate his observations with the requirements of the Contract Documents.

The Bidder's obligations hereunder shall include, but not be limited to, making such additional surveys and investigations, including subsurface investigations, as the Bidder may deem necessary to determine his bid price(s) for performance of the work. Permission to make such surveys and subsurface investigations will be granted by the Owner upon written request of the Bidder. In order to obtain written permission for subsurface investigations, the Bidder must specifically state by station number the specific area which he intends to investigate, and the manner of investigation which he proposes to use. Not less than 24 hours prior to entering upon any premises for the purpose of subsurface investigations, written notice of such entry shall be given to the owner of the property with evidence of each notice furnished to the Township's Engineer. The Bidder will bear all responsibility for restoring all areas disturbed by himself as a result of any and all of his subsurface investigations to the condition existing prior to being disturbed, such condition to be determined by the Owner.

The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section.

- 102.05. Subsurface Data. Where the Plans indicate that test borings have been made, the geotechnical report which included these test borings which the Owner has caused to be made for its own information, is available for review by any prospective bidder.

Bidders are cautioned that this subsurface data may be inadequate for the purposes of bidding on the contract items. Where estimated quantities have been shown for the various contract items, such estimates are solely for the purposes of comparing bids and are not intended to constitute an explicit or implicit representation as to the nature of the materials which may be encountered below the surface of the ground. The making available of this subsurface data to prospective Bidders is not intended to relieve prospective Bidders from their responsibility to familiarize themselves with the subsurface conditions in accordance with Section 102.04 of the Instructions to Bidders.

- 102.06. Bid Form. All Bids must be made on the required Bid Forms attached hereto. All blank spaces for prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. When provision is made in the Bid Form for amounts to be filled in with both words and numbers, they must be properly filled in, and in the event of any discrepancy between the amount in words and the amount in numbers, the amount in words will be used. Any explanation, modification or stipulation accompanying a Bid will result in rendering that Bid being deemed unresponsive and invalid. Each Bid must be submitted in a sealed envelope, addressed to the Owner at the address given in the Invitation For Bids. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for Contract with the contract name and number as shown on title sheet of this set of specifications, and the envelope should bear on the outside the name of the Bidder, his address, and his license number or federal identification number, if applicable.

If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at the address given in The Invitation For Bids. Mailed Bids must be received on or before the time indicated in the "Invitation For Bids". When an item in the Bid contains a choice to be designated by the Bidder, the Bidder shall indicate his choice in accordance with the specifications for that particular item, and thereafter no further choice will be permitted. The Bid shall include a properly executed Non-Collusion Affidavit. The Bidder's Bid must be signed in ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Owner. If the Bid is made by an individual, his name and business address must be shown; if by a partnership, the name and business address of each partnership member must be shown; if by a joint venture,

the name and business address of each member or officer of the firms represented by the joint venture must be shown; if by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officers must be shown. Anyone signing a Bid as agent must file with it legal evidence of this authority to do so.

Before a contract will be awarded to a foreign corporation, a certificate from the Secretary of State will be required stipulating that such corporation is authorized to do business in the State of Ohio or that such person or partnership has filed with the Secretary of State a power of attorney designating the Secretary of State his or its agent for the purpose of accepting summons, in any action relating to the contract and under the provisions of the Worker's Compensation Law of the State of Ohio.

102.07. Bid Guaranty. As required by R.C. §153.54, a Bid Guaranty must accompany each Bid. Each Bidder shall file with the Bid, a Bid Guaranty in one of the following forms:

- (1) A bond, in the form prescribed in R.C. §153.571 and as attached hereto, for the full amount of the bid secured by corporate surety acceptable to the Board of Township Trustees.
- (2) A certified check, cashier's check or irrevocable letter of credit in an amount equal to ten per cent of the bid which shall be subject to the conditions described in R.C. §153.54(C)(1) to ensure that, if the bid is accepted, the bidder will enter into a proper contract in accordance with the Contract Documents.

Each Bid Guaranty shall be payable to the Board of Township Trustees of St. Clair Township, Butler County, Ohio and shall stand as bid security for the benefit of both Owner and any person having a right of action thereon. Each Bid Guaranty shall be deposited with and held by the Owner. Any surety company executing a Bid Guaranty shall be authorized to do business in Ohio and is subject to being approved by the Board of Trustees.

A Bid Guaranty filed by an unsuccessful bidder shall be returned to the bidder immediately after the contract is executed. Where the Bid Guaranty is a bond secured by a corporate surety in the form described in R.C. §153.571, the Bid Guaranty submitted by the successful bidder shall serve as the bidder's performance bond and shall not be returned by Owner. Where a successful bidder has utilized a certified check, cashier's check, or letter of credit to fulfill the bid guaranty requirement, the Bid Guaranty shall be returned to that successful bidder upon filing with the Owner a Performance and Payment Bond, in the form prescribed by R.C. §154.57(A) and attached hereto, in the full amount of the contract secured by a surety company authorized to do business in Ohio that is approved by the Owner.

102.08. Power of Attorney. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

102.09. Disqualification of Bidders. Any of the following reasons may be considered sufficient for the disqualification of a Bidder and the rejection of his Bid or Bids:

1. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as Bidders for any future work with the Owner until such Bidder has been reinstated as a qualified bidder.
2. Bid prices which obviously are unbalanced.
3. Lack of competency or experience and adequate machinery, plant and other equipment, as revealed by experience questionnaires required by the Owner.

4. Machinery and/or equipment which does not conform to the specifications.
 5. Failure to comply with any qualification or regulation of the Owner.
 6. If the Bid is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
 7. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid incomplete.
 8. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a bid limited to the maximum gross amount of award acceptable to any Bidder at any one bid letting, provided that any selection of awards will be made by the Owner.
 9. If the Bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
 10. If the Bidder's financial status and organization are not adequate to complete the Work.
 11. If the Bidder does not maintain a permanent place of business.
 12. If the Bidder's name is on the Auditor of State's list of unresolved findings for recovery as provided in O.R.C. 9.24.
- 102.10. Material Guaranty. Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the Work together with samples. Samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the Work.
- 102.11. Approximate Quantities. Where bids are based upon estimated quantities, it is understood that the estimates are prepared by the Owner for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and that the Owner reserves the right to increase, decrease or omit any one or more items, at the unit price bid, as the Owner may deem desirable. Owner is only obligated to pay for quantities of work or materials actually provided under the terms of the Contract Documents.
- 102.12. Fair Bids. Bidders are notified that in submitting their bids, they thereby declare that all persons interested as principals are named therein and that the Bid is fair in all respects; that it was prepared without collusion or fraud, and that no person in the employ of the Owner was or shall be interested in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits there from.
- 102.13. State Laws and Regulations. The Bidder's attention is directed to all applicable State Laws, rules and regulations of the authorities having jurisdiction over work in the locality of the project. They shall apply to the Contract throughout, as though herein written.
- 102.14. Acceptance or Rejection of Bids. The Owner reserves the right to waive informalities, to reject any or all bids or to accept other than the lowest bid. Without limiting the generality of the foregoing, Bids which are incomplete, obscure, irregular, contain erasures, omit a bid price, fail to list

Manufacturers of equipment or Subcontractors, or are accompanied by an insufficient or irregular certified check or bid bond, may be rejected.

102.15. Award of Contract. Unless all bids are rejected, the Owner shall award the Contract to the lowest and best Bidder. Bidder shall be experienced, equipped and able to meet monetary obligations. In order to make this determination, the Owner may make such investigations as necessary, and the Bidder shall furnish to the Owner all such information and data requested for this purpose, including experience, finances, equipment and personnel. The Owner shall make such investigation as necessary into similar past contractual relationships of the Bidder, and the Bidder shall furnish to the Owner all such information and data requested for this purpose. Based upon the above determinations and other criteria listed in Sections 101 and 102, the Owner will award the Contract to the lowest and best Bidder. Such bid shall be held firm for a minimum of sixty (60) days.

102.16. Cancellation of Intent to Award. The Owner reserves the right to rescind the Intent to Award of any Contract, before the execution of said Contract by all parties, without any liability against the Owner.

102.17. Execution of Agreement. The successful Bidder, within ten (10) days from the date of the Notice of Intent to Award, will be required to execute the Agreement and furnish the necessary Contractor's Performance and Payment Bond and Certificates of Insurance as described below and other information and certificates as required. Also, if the successful Bidder is a corporation or limited liability company whose place of incorporation is not the State of Ohio, they are required to provide a copy of their license to transact business in the State of Ohio. This also is required within ten (10) days from the date of the Notice of Intent to Award. Failure to do so will constitute an abandonment of the bid and a forfeiture of the Bid Guaranty. Within thirty (30) days of the receipt of the acceptable Bonds and Agreement signed by the successful Bidder, the Owner shall sign the Agreement and return to the Contractor an executed copy of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The successful Bidder agrees by signing the Contract that he will make no claim for additional payment or for an extension of time for completion of the work or for any other concession because of any misinterpretation or misunderstanding on his part of the Contract Documents, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

102.18. Performance and Payment Bond. A Bidder to whom a Contract has been awarded that provided a Bid Guaranty in the form of a certified check, cashier's check or letter of credit equal to ten percent of the bid shall, within the period specified in Section 102.17, furnish a Performance and Payment Bond in a penal sum of not less than the amount of the Contract as awarded as security for the faithful performance of the Contract and as security for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. The current Power of Attorney for the person who signs for any surety company shall be attached to each Bond. These bonds shall be signed by a guaranty or Surety Company authorized to do business in the State of Ohio and listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum shall be within the maximum specified for such company in said Circular 570.

Failure of the successful Bidder to execute such agreement and to supply the required Bonds within ten (10) working days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner,

shall constitute a default, and the Owner may either award the Contract to the next lowest and best Bidder or reject all bids and readvertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for the Work is subsequently executed. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund.

102.19. Notice to Proceed. The Notice to Proceed shall be issued with the execution of the Articles of Agreement by the Owner. The date of the Notice to Proceed and commence work date will be 7 days after the date of execution. Should there be reasons why the Notice to Proceed and commence work date need adjusted, the time may be modified by mutual agreement between the Owner and the Contractor before the Contract execution. The Notice to Proceed shall be used to determine liquidated damages should the Contractor fail to complete the project within the specified calendar days. See Section 106.04.

102.20. Permits. The Contractor shall take out all necessary permits from municipal or other public authorities at its expense and without reimbursement from the Owner and shall give all notices required by law or municipal ordinance. The Owner shall obtain any required Railroad permits, at its expense without reimbursement.

102.21. Wages and Salaries. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. The Contractor shall bear full responsibility for the payment of prevailing wages in accordance with Ohio law and will provide Owner with all documentation required by law concerning the wages actually paid by the Contractor. Contractor shall indemnify and hold harmless the Township, its officers, employees, agents and consultants against any claim by any individual or entity seeking compensation, damages, costs or attorney fees alleging that Contractor failed to pay the wages required by law.

The rates of pay set forth in the Contract Documents are the minimum to be paid during the life of the Contract. It is, therefore, the responsibility of each Bidder to become adequately informed as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates and any other such items. State of Ohio Rates of Prevailing Wages will apply. See Section 103, Prevailing Wage Rates and Prevailing Wage Rate Affidavits.

102.22. Completion Time. The time for completion for the Work shall be **120 Calendar Days** from the start of construction as stated on the Notice to Proceed. The successful Bidder shall furnish a Construction Schedule within ten (10) days from the date of Notice of Intent to Award which shall demonstrate how the Work will be completed within the allotted time.

Refer to Sections 107.21 for Time of Completion and Liquidated Damages.

102.23. Listing of Subcontractors. Each Bidder shall submit with his Bid a complete list of all Subcontractors. This listing shall include, for each Subcontractor, the name of the Subcontractor, the address of his principal place of business, the work he is expected to perform, the dollar value of the Subcontract, and a statement of relevant work experience. The Owner shall have the right to reject any Subcontractor and to request the Bidder to substitute another Subcontractor without an increase in the Bid price. If the Bidder and the Owner cannot reach agreement regarding such a substitution, then the Owner may reject the Bid entirely. The listing of any Subcontractor who does not conform to the specifications will render the Bid non-responsive and subject to rejection. See Subsection 104.08.

Any determination made hereunder shall be made at the sole discretion of the Owner and is subject to the Owner's right to waive irregularities in the bids and shall be based on a review of the Listing of Subcontractors, provided, however, that Owner may, if it be determined necessary, require the Bidder to provide prior to award of the Contract additional information regarding the value of work to be subcontracted.

It is a contractual requirement of this Contract that the successful Bidder shall perform not less than fifty percent (50%) of the total on-site work of this Contract with his own forces and equipment, and that not more than fifty percent (50%) of the total value of the on-site work of this Contract be performed by Subcontractors, all of whom shall have been previously approved in accordance with the provisions of 107.26 of the General Conditions.

At the time the Contractor requests approval of a Subcontractor, he shall, in addition to the information required by 107.26 of the General Conditions include the total dollar value of the work on this project that the Subcontractor is expected to perform.

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

Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

Within ten (10) days after the Contractor receives payment for work performed under this Contract, he shall pay each material and equipment supplier and each Subcontractor the amount allowed the Contractor for material and equipment furnished and on account of work performed by the Subcontractor to the extent of the supplier's or Subcontractor's interest therein.

102.24. Instructions for Completing Bid Forms. The Bidder is directed to complete all forms contained in the Contract Documents on which he intends to bid in accordance with the following:

1. Enter a Bid for each Item listed according to the instructions contained on each page of the Bid Forms.

2. State in figures the lump sum prices, unit prices, and extensions (total amount bid) as indicated, which shall be the prices for which you agree to supply and/or install as applicable, all materials and services to perform all work required by the Drawings and Specifications. All Items described are to be construed as complete and in place. The Bidder shall indicate for each Item the total unit price and the total amount (which shall be the unit price multiplied by the quantity of the item being bid). In the event of error, the indicated unit prices shall be considered correct and the official bid will be determined from these unit prices. The unit prices shall include all considerations required to perform the work, such as equipment, overhead, and profit.

3. All work shown on the Drawings or required by the Specifications shall be included in the various Items, as well as all work not shown but necessary to achieve the defined end product or condition.

4. In the event that the Bidder is a joint venture, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture naming the

individual who shall be the agent of the joint venture, shall sign all of the documents for the joint venture, and should the joint venture be the successful Bidder, shall act in all matters relative to the Contract resulting therefrom for the joint venture.

5. All Bids must be entered on the Form provided without change. Any additions, conditions, limitations or provision by the Bidder may render the Bid irregular and may cause its rejection.

6. All pages of this Bid Document must be signed by the Bidder or the Bid may be considered informal.

102.25. Construction Estimate. N/A

102.26. Statements from the Owner's Employees. No statement, representation, opinion, promise, or instruction contained in any of the Contract Documents or made in connection with performance of this Contract by a Township officer or employee, during and in the scope and course of the officer or employee's employment with the Township, shall be deemed to constitute a statement, representation, opinion, promise, or instruction of such person in their individual capacity, and neither the Board of Trustees members by virtue of authorizing the execution of this Agreement, nor the Board of Trustees by virtue of having executed it shall be held personally liable or accountable for such activity in connection with this Agreement.

SECTION 103

PREVAILING WAGE RATES

Prevailing Wage Law Compliance

Ohio's prevailing wage law will apply to this contract as involves work upon a public improvement in excess of the threshold project cost. Prevailing wage rates at the time of contracting are attached to the contract documents. The rate of pay set forth in those prevailing wage rate schedules attached hereto and as the same are modified from time to time during the performance of this Agreement shall be binding pay obligations of the successful bidder/Contractor and any of its subcontractors. Moreover, Contractors/bidders are notified that the prevailing wage rate may change from time to time and it is the bidder/contract/subcontractor's obligation to remain aware of and continue to pay the current prevailing wage without additional charge to the Township. The Township directs bidder's attention to the website of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau website <http://www.com.state.oh.us/govt.htm> where prevailing wage information is made available to the public and directs the bidder to review such information every ninety days. Bidder agrees to do so if awarded a contract as a result of these proceedings. Following information is directly from the above-mentioned website and made part of this contract.

AFFIDAVIT OF CONTRACTOR
OR SUBCONTRACTOR

PREVAILING WAGES

The undersigned do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract for construction of SUMMIT STREET WATER MAIN EXTENSION, Project No. ARPA2025-01-01 are in accordance with the prevailing wages 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.

(Contractor)

(Name of Officer or Agent)

(Title of Officer or Agent)

(Signature of Officer or Agent)

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

(Signature)
(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, before the Owner will release the surety and/or make partial or final payments due under the terms of the Contract. This affidavit must accompany all partial payment requests submitted by the Contractor.

PREVAILING WAGE AFFIDAVIT

The Contractor agrees and warrants to the Township, and the Township hereby requires that each laborer, workman, or mechanic whether employed by the Contractor, a Subcontractor, or other person upon or about construction of any "public improvement" (as that term is defined in O.R.C. 4115.03) shall be paid not less than the "prevailing wage" (as that term is defined in O.R.C. Chapter 4115.04) in connection with such work. The Contractor and all his Subcontractors agree to strictly comply with the prevailing law found in R.C. Chapter 4115 in connection with the construction of any public improvement to which it applies. Furthermore, in the event the Contractor or Subcontractor breaches this promise to comply with the prevailing wage law, the Contractor agrees to indemnify and save the Township harmless against any loss it sustains as a result of this violation.

_____(Contractor)

_____(Name of Officer or Agent)

_____(Title of Officer or Agent)

_____(Signature of Officer or Agent)

Sworn to and subscribed in my presence this ____ day of _____, 200__

_____(Signature)

(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, before the Owner will release the surety and/or make partial or final payments due under the terms of the Contract. This affidavit must accompany all partial payment requests submitted by the Contractor.

SECTION 104

BID FORMS

SECTION 104

BID FORMS

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104.01	Bid
104.02	EEO Compliance
104.03	Declaration of Personal Property Tax Delinquency
104.04	Bid Guaranty
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104.07	Resources and Experience of Bidder

NOTE: THE BIDDER IS CAUTIONED THAT ALL OF THE ABOVE STATED FORMS MUST BE COMPLETED PROPERLY AT THE TIME OF BID SUBMITTAL. FAILURE TO DO SO MAY RESULT IN THE BID BEING CONSIDERED INFORMAL AND SUBJECT TO REJECTION.

104.01 Bid.

Bid of _____, hereinafter referred to as the
BIDDER, organized and existing under the laws of the State of _____, doing business as a
_____ (corporation, partnership, sole proprietorship, etc.).

To the Board of Trustees of St. Clair Township, Butler County, State of Ohio, hereinafter referred to as
OWNER, in compliance with your Advertisement for Bids, Instructions To Bidders, the Bid Form, Plans,
and Specifications, the BIDDER hereby proposes to furnish the items indicated on the enclosed Bid
Forms for the Owner, **Summit Street Water Main Extension, Project No. ARPA2025-01-01**, in strict
accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

Accompanying this Bid is a bid bond or certified check in the amount of \$ _____. It is
agreed that the certified check or bid bond shall be retained as liquidated damages by the OWNER if the
undersigned fails to enter into a contract within ten days after notification of award.

BIDDER hereby agrees to commence work under this Contract on a date to be specified in the Notice to
Proceed and to substantially furnish the Bid items according to the contract schedule after receipt of a
notification to proceed. BIDDER further agrees to comply with the provisions of Part 108.34, Liquidated
Damages for Delay.

BIDDER acknowledges receipt of the following Addenda:

No. _____, dated _____, 20____
No. _____, dated _____, 20____
No. _____, dated _____, 20____

BIDDER agrees that if this Bid is accepted, he will enter into an agreement with the OWNER to perform
the work described in the Contract Documents for the prices as noted on the attached Bid Forms. It is
understood that the right is reserved by the OWNER to reject any and all bids or to accept the lowest and
best bid as determined by the OWNER.

BIDDER hereby certifies that he has read, and will abide by, all of the conditions contained within the
Contract Documents.

Bidder's Signature and Title _____

Contractor _____

Address _____

Phone & Fax _____

REPLACE THIS PAGE WITH
BID SHEETS

104.02 EEO Compliance. The Bidder agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

104.03 Declaration of Personal Property Tax Delinquency, O.R.C. 5719.042. The Bidder hereby affirms that, the Bidder herein, IS ____/ IS NOT ____ (check one) charged at the time of submitting this Bid with any delinquent personal property taxes on the general tax list of personal property of any County in Ohio.

The total amount of such due and unpaid delinquent tax and any due and unpaid penalties and interest is \$ _____ and is owed to _____ County, Ohio.

Signature _____

Title _____

Date _____

NOTARY
STATE OF OHIO
BUTLER COUNTY

Before me, a Notary Public, in and for said County, personally appeared

_____, (Name), authorized signatory for _____

_____, (Name of Firm), and

acknowledges that he has read the foregoing subsections 104.02 and 104.03 and that the information provided therein is true to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio,
this ____ day of _____, 20__.

Notary Public

104.04 Bid Guaranty

BID GUARANTY AND CONTRACT BOND

Surety Bond in Full Amount of Bid

(Section 153.571 Ohio Revised Code)

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

(Here insert full name and legal title of Contractor and Address)

as Principal, and _____
(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Board of Trustees of St. Clair Township, Butler County, Ohio, 2449 Jackson Road, Hamilton, Ohio 45011 hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____ (date) to undertake the project known as:

Summit Street Water Main Extension, Project No. ARPA2025-01-01

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

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

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim,

as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

SIGNED AND SEALED This _____ day of _____, 20__.

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____ Attorney-in-fact

Surety Company Address

Surety Agent's Name and Address

NOTE: Attorney in fact shall attach proof of authorization by Surety to execute bonds on behalf of the identified Surety.

104.05 Certified Check

St. Clair Township, Butler County, Ohio
Summit Street Water Main Extension
Project No. ARPA2025-01-01

If a certified check is deposited instead of the above Bid Bond, fill out the following information.

Certified check for _____ Dollars

on _____ Bank of

_____ deposited herewith.

Bidder

104.06 Non-Collusion Affidavit.

This affidavit must be executed and notarized for the Bid to be considered. If the Bid is made by a corporation, then it must be executed by its properly authorized agent.

_____, being first duly sworn, deposes and says that he/she is:
(Affiant)

the _____ (Sole Owner, Partner, President, etc.)

of _____
(Name of Bidder)

the party making the foregoing Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against St. Clair Township, Butler County, Ohio, or any person or persons interested in the proposed Contract; and that all statements contained in said Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant Signature

NOTARY

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

Notary Public in and for

(County) / (State)

My Commission expires:

_____, 20__

104.07 Resources and Experience of Bidder. The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type - Attach additional sheets if required)

1. How many years has your firm been in business as a Contractor?
2. List up to three (3) projects of this nature that you have completed in the last ten (10) years.
3. List projects presently under construction by your firm and the percent the contract is completed.
4. Have you previously performed work for a political subdivision? (If political subdivisions are listed under 2, this question need not be completed)
5. Have you ever failed to complete work awarded to you? If so, state where and why.
6. State the true, exact, and correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a Partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information is furnished.
 - (a) Correct name of Bidder
 - (b) The Business is a
 - (c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

Upon request, the Bidder will be expected to amplify the foregoing statements as necessary to satisfy the Owner concerning his ability to successfully perform the work in a satisfactory manner.

Signed this ____ day of _____, 20__.

_____ Bidder

_____ Signature of Partner or Officer

_____ Title

SECTION 106
CONTRACT FORMS

SECTION 106
CONTRACT FORMS
INDEX

- 106.01 Notice of Intent to Award
- 106.02 Articles of Agreement
- 106.03 Notice to Proceed
- 106.04 Notice of Commencement
- 106.05 Registration and Licensing

NOTE: THE BIDDER IS CAUTIONED NOT TO COMPLETE ANY OF THE FOLLOWING FORMS IN SECTION 106. AFTER THE CONTRACT IS AWARDED, THE FORMS WILL BE COMPLETED UNDER THE DIRECTION OF THE OWNER.

106.01 Notice of Intent to Award

TO:

PROJECT DESCRIPTION: Furnishing of labor, materials, equipment, and expendable tools, etc., necessary for the construction of **Summit Street Water Main Extension, Project No. ARPA2025-01-01**, in St. Clair Township, Butler County, Ohio.

The Owner, St. Clair Township, Butler County, Ohio, has considered the Bid submitted by you on _____ for the above described Work in response to the Township's Advertisement for Bids, Invitation for Bids, Information for Bidders, Plans, and Specifications.

You are hereby notified that your Bid has been accepted for the Work in the amount of \$ _____.

You are required by the Information for Bidders to execute the Articles of Agreement (Section 106.02) and furnish the required Contractor's Performance and Payment Bond (102.18), if applicable, Certificates of Insurance (107.27), Workers' Compensation Certificates (107.27), and Construction Schedule (102.22) within ten (10) calendar days from the date of this Notice of Intent to Award.

If you fail to execute said Agreement and/or to furnish said bonds, certificates, forms and schedule within ten (10) calendar days from the date of receipt of this Notice of Intent to Award, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and to consider this as a forfeiture of your Bid Guaranty subject to the liability as set forth in Section 153.571 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

You are required to sign and return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the Township.

Dated this ____ day of _____, 20____.

Receipt of the NOTICE OF INTENT TO AWARD
is hereby acknowledged.

(Contractor)

(Township)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign, date, and return this NOTICE OF INTENT TO AWARD within ten (10) calendar days to Barbara Schick, Township Administrator, 2449 Jackson Road, Hamilton, Ohio 45011.

106.02 Articles of Agreement

ST. CLAIR TOWNSHIP, BUTLER COUNTY, OHIO

THIS AGREEMENT, known as **ARPA2025-01-01, for the Summit Street Water Main Extension**, made and entered into this _____ day of _____, in the year Two Thousand-_____ (20__), by and between the Board of Trustees of St. Clair Township, ("Owner"), and the Undersigned ("Contractor").

WITNESSETH: That the said Contractor has agreed and by these present does agree with the said Owner, for the consideration mentioned in the Bid and under the penalty expressed in a Bond bearing even date with these present and herein contained or hereto annexed, to furnish at the proper cost and expense to the Contractor, all the necessary materials and labor of every description and to carry out and complete in a workmanlike manner, ready for continuous operation, the improvement known as **Summit Street Water Main Extension**, in accordance with the following listed documents, all of which are as fully a part of this Contract as if herein set forth verbatim, or if not attached, as if attached and on file in the office of Owner, subject to such changes as may be necessary to conform with the intent of the Contract.

1. Notice to Bidders
2. Advertisement for Bids
3. Invitation for Bids
4. Information for Bidders
5. Prevailing Wage Rules
6. Bid Forms
7. Bid Guaranty and Contract Bond
8. Articles of Agreement
9. General Conditions
10. Notice of Intent to Award
11. Notice to Proceed
12. Change Orders
13. Contract Drawings
14. Addenda:

No. _____, dated _____, 20 __.

No. _____, dated _____, 20 __.

No. _____, dated _____, 20 ____.

No. _____, dated _____, 20 ____.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not included, or is not correctly inserted, then upon application of either party hereto the Contract shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the Board adopted its Resolution No. _____ on _____ approving this Agreement or Contract and authorizing its execution by the Township Administrator on behalf of the Board; and Contractor, by its duly authorized representative(s), has executed this Agreement or Contract in 5 copies as of the date first hereinbefore written, 4 copies to the Township and 1 copy to the Contractor.

WITNESS

ST. CLAIR TOWNSHIP, BUTLER COUNTY, OHIO

Administrator

APPROVED AS TO FORM

Prosecuting Attorney

By:

Assistant Prosecuting Attorney

WITNESS

CONTRACTOR

Contractor

Officer's Signature

Officer's Title

106.03 Notice to Proceed

To: _____

Date: Seven calendar days after date of contract unless otherwise noted
Project: ST. CLAIR TOWNSHIP, BUTLER COUNTY, OHIO
Summit Street Water Main Extension
PROJECT NO. ARPA2025-01-01

You are hereby notified to commence WORK in accordance with the Articles of Agreement on or before seven calendar days after date of contract unless otherwise noted, and you are to complete the WORK within One Hundred and Twenty (120) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____. You are required to return an acknowledged copy of this NOTICE TO PROCEED to St. Clair Township Administrator, 2449 Jackson Road, Hamilton, Ohio 45011.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

ST. CLAIR TOWNSHIP

(Contractor)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign, date, and return this NOTICE TO PROCEED within ten (10) calendar days to Barbara Schick, Township Administrator, 2449 Jackson Road, Hamilton, Ohio 45011.

**NOTICE OF COMMENCEMENT
OF A PUBLIC IMPROVEMENT
PURSUANT TO OHIO REVISED CODE 1311.252**

State of Ohio, County of Butler

(the "Affiant"), being first duly cautioned and sworn, says that he/she is duly authorized to give this **Notice of Commencement**, that the information contained herein is true to the best of his/her belief and knowledge, and states as follows:

1. Improvement Identification:

Project Number:	<u>ARPA2025-01-01</u>
Project Name:	<u>Summit Street Water Main Extension</u>
Project Location:	<u>Overpeck, St. Clair Township, Butler County, Ohio</u>

2. Public Authority:

Name:	<u>Board of Trustees of St. Clair Township</u>
Address:	<u>2449 Jackson Road, Hamilton, OH 45011</u>

3. Principal Contractor(s): The following lists the name, address and trade of each of the principal contractors working on this public improvement:

	<u>Name</u>	<u>Address</u>	<u>Trade</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

4. First Contract Date: The Owner first executed a contract with a principal contractor for the Public Improvement on:

1.	_____ day of _____, 20____.
2.	_____ day of _____, 20____.
3.	_____ day of _____, 20____.

5. Sureties for Principal Contractors: The following list the names and addresses of the sureties for all of those principal contractors:

Principal Contractor

Name of Surety

Address

1. _____
2. _____
3. _____

6. Public Authority's Representative:

Services of affidavits pursuant to Section 1311.26, Ohio Revised Code, shall be made upon

_____, _____,

St. Clair Township, 2449 Jackson Road, Hamilton, OH 45011

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Affiant

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

Notary Public

(Seal)

106.05 REGISTRATION AND LICENSING

**REGISTRATION AND LICENSING
OF NON-OHIO CORPORATION OR LIMITED LIABILITY
COMPANIES DOING BUSINESS IN BUTLER COUNTY**

To all corporate or limited liability companies whose place of incorporation is not the State of Ohio:

If you are a corporation or limited liability company not incorporated in the State of Ohio, please provide within 10 days from the Ohio Secretary of State and indicate the number of your license to do business in Ohio in the space provided below:

License Number: _____

Failure to satisfy this requirement will negatively impact the execution of the contract agreement and may constitute an abandonment of the bid.

SECTION 107
GENERAL CONDITIONS

SECTION 107

GENERAL CONDITIONS

INDEX

ITEM	DESCRIPTION
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107.20	Changes in Contract Price
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107.30	Claims and Damages
107.31	Separate Contracts
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107.33	Engineer's Authority
107.34	Land and Right-of-Ways
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107.36	Jurisdiction
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107.40	Notification of County and Utilities
107.41	Pre-Construction Meeting
107.43	Prevailing Wage Rates
107.48	Project Record Documents
107.49	Close-Out Checklist

107.19 - CHANGES IN THE WORK

A. The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. 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.

B. 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 a change in Contract Price or Time, or both, in which event he 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 Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

107.20 - CHANGES IN CONTRACT PRICE

A. 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:

1) By estimating the number of unit quantities of each part of the Work, which is changed (either increased or decreased) and then multiplying the estimated number of such unit quantities by the price Bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.

2) The Owner will fix the total lump sum value of the change in the Work of the Contractor following the Contractor's submittal, within a reasonable time, of an estimate of the direct cost of the Work (which price will include the Contractor's overhead and profit as outlined below). The Contractor shall, when required by the Owner, furnish the Owner with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered, in a printed format, and with sufficient detail (including printed quotes or invoices for materials and subcontractor work) as required by the Owner. If the Contractor does not submit a cost estimate of the Work in a reasonable time, or if the Owner and Contractor do not reach agreement on the cost, the Owner may fix the total lump sum value at a reasonable amount. On any lump sum change, which involves a net credit to the Owner, no allowance for overhead and profit will be figured.

3) By ordering the Contractor to proceed with the Work and to keep and present in such form as the Owner may direct, a correct account of the cost of the change, including the actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work, together with all vouchers therefore. The Contractor shall furnish the Owner with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered, in a printed format, and with sufficient detail (including printed invoices or receipts for materials and subcontractor work) as required by Owner. The cost hereunder will only include an allowance for overhead and profit as outlined below.

B. For the Work performed in item A. 2) or A. 3) above, payment will be made for the documented actual direct cost of the following:

1) Labor, including foremen, for those hours they are assigned and participating in the Work covered by the change order (actual direct payroll cost of wages). The Contractor shall furnish, if required by the Owner, certified payrolls to verify wages. All labor related costs will be included in a thirty percent (30%)

markup of the cost of direct payroll wages. This refers to the Contractor's specific labor wages. No additional markup of labor rates will be permitted.

2) Material delivered and used on the designated Work as verified by original invoices or otherwise verifiable to the Owner's acceptance.

3) Rental or ownership cost of equipment, including necessary transportation of equipment, having a purchase value in excess of five hundred dollars (\$500.00). Rental or ownership cost will be allowed for only those hours during which the equipment is required in the project site (exclusive of idle equipment time). Cost allowances will not exceed the rates defined as follows:

a) The hourly rate for equipment not used exclusively for the change to the scope of work will be the monthly rate, as printed in the current Rental Blue Book for Construction Equipment published by Dataquest, divided by 176.

b) The rate for equipment used exclusively for those tasks identified in the change to the scope of work will be the daily, weekly or monthly rate (as printed in the "Blue Book"), used singularly or in combination, which will provide the lowest total cost.

c) The rates will be modified by the Rate Adjustment Table factors to reflect a depreciation allowance indexed to the year a machine was originally manufactured and sold. The rates will be adjusted to account for regional differences in annual use hours, cost of labor, freight, taxes, etc. The amount by which basic rates will be increased or decreased is shown on the adjustment maps included in the "Blue Book".

d) The equipment use period will begin only at the time equipment is unloaded at the site of the changed work, will include each day that the equipment is required at the site of the changed work, and will terminate at the end of the day on which the use of such equipment becomes unnecessary, plus reasonable transportation time. The maximum time to be paid per day will not exceed eight hours unless the equipment is in operation for a longer time. The time per day that will be paid for equipment not used exclusively for the change to the scope of work will be the hours that the equipment was actually in operation on the changed work.

4) In addition to the actual costs in items B.1) through B.3) above, there will be, for the Contractor actually performing the work, a fixed fee of sixteen percent (16%) for bond, insurance, overhead, and profit, added to the cost of Items 1), 2) and 3), above. If all or a portion of the Change Order is performed by a subcontractor, payment will be made for the documented actual direct cost as outlined in 1), 2) and 3), above, plus a fixed fee of sixteen percent (16%) for bond, insurance, overhead and profit, which will be added to the subcontractor's cost of 1), 2) and 3). An additional fixed fee of five percent (5%) will be added to the subcontractor's Work for the Contractor's administrative handling of portions of the Work that are performed by an approved subcontractor. No additional fee will be allowed for the Contractor's or a subcontractor's administrative handling of Work performed by a subcontractor's subcontractor, unless by written permission from the Owner. All other costs not specifically listed above are considered to be included in the fixed fee.

107.24 - SUSPENSION OF WORK, TERMINATION AND DELAY

- A. 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 which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will

be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

- B. If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and 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 he may deem 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.
- C. 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 or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- D. After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, 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 and any expense sustained plus reasonable profit.
- E. 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 the 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 or awarded by a court of competent jurisdiction within the State of Ohio within sixty (60) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the 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) days written notice to the Owner and the Engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, 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.
- F. 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.

107.26 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and 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 for every act and neglect of the Owner and 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 Performance Bond and Payment Bonds.

107.27 - INSURANCE REQUIREMENTS

- A. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph. Certificates of Insurance, fully executed by officers of the Insurance Company, shall be filed with the Township for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved. The Contractor may also be required to submit the original insurance policies for inspection and approval of the Township before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without ten (10) days notice in advance to the Township and consented to by the Township, and the policy shall so provide:
1. Worker's Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under this Contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide for any such of his employees, and shall provide or cause such subcontractor to provide Employer's Liability Insurance for the protection of his employees not protected by the Worker's Compensation Statutes.
 2. Contractor shall take out and maintain during the life of this Contract Employer's Stop Gap Liability Insurance with a \$1,000,000.00 limit
 3. Comprehensive General Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Comprehensive General Liability Insurance providing, without limitation, such coverage as personal injury, bodily injury, broad form property damages, independent contractor, completed operations and products, and public liability coverage as shall protect him, the Township, and any subcontractor during the performance of work covered by this contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as

to impose liability on the Township. Such insurance shall have the Township named as additional Insured along with the Contractor, and shall hold harmless the Township against all suits and claims arising from or as the result of the operations of the Contractor or his subcontractors. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit.

4. Insurance Covering Special Hazards: Special hazards as determined by the Township shall be covered by rider or riders in the Comprehensive General Liability Insurance Policy or policies herein elsewhere required to be furnished by this Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract, included herewith.
5. Comprehensive Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance providing, without limitation, such coverage as liability, and non-owned and hired car coverage.

Such insurance shall cover the use of all motor vehicles engaged in operating within the terms of this Contract on the site of the work to be performed thereunder unless such coverage is included in the insurance specified in Paragraph 9(b). Such insurance shall name the Township as Insured along with the Contractor, and shall hold harmless the Township against all suits and claims arising from or as the result of the operations of the Contractor. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit.

6. Subcontractors Insurance: The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability.

Subcontractors shall also be required to take out and maintain Automobile Insurance in like amounts to that required of the Contractor on all automobiles operated by each subcontractor on the site of the work.

7. Builder's Risk Insurance/Property Insurance: Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

B. This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractor, ENGINEER, ENGINEER'S Consultants, and any other individuals or entities and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them deemed to have an insurable interest.
2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and

Regulations, water damage, and such other perils or causes of loss as may be required by Laws and Regulations.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 4. Cover materials and equipment stored at the Site or at another approved location prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER.
 5. Allow for partial utilization of the Work by OWNER.
 6. Include testing and startup.
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 10 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- C. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be appropriate or may be required by Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants, and any other individuals or entities deemed to have an insurable interest.
- D. Contractor shall be responsible for any deductible or self-insured retention.

107.28 - CONTRACT SECURITY

The Contractor shall within ten (10) days after the receipt of the Notice of Intent to Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums 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 Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed 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 these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of "Surety Companies Acceptable on Federal Bonds", Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) 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.

107.29 - ASSIGNMENTS

- A. The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- B. In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

107.30 - CLAIMS AND DAMAGES

- A. The Contractor shall assume any and all risk of whatever nature in doing the work. The contractor shall indemnify and save harmless said Owner and the Engineer from all claims of any person or persons against said Contractor or said Township for damage to persons or property arising from, or growing out of the construction of said work including all claims in consequence of any negligence of said Contractor, and shall indemnify and save harmless Owner and the Engineer from all injury and damage of any kind to the property of the Township or of any other person or corporation caused by said Contractor, his servants, or agents, in the execution of the Contract, provided, however, that this sentence shall not impose upon the Contractor liability without fault.
- B. The Contractor shall be liable for general damages, but not for special or consequential damages, caused by delay, when such delay is not due to his fault or negligence.
- C. The Contractor shall not be liable for delay in delivery of materials or apparatus furnished by the Township. In the event of such delay, the date of completion of the work shall be extended for a period equal to the time lost by reason of the delay.

107.31 - SEPARATE CONTRACTS

- A. 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 his 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.
- B. The Owner may perform additional work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other

Contractors who are parties to such Contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

- C. 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 Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Items 107.19 and 107.20.

107.32 - SUBCONTRACTING

- A. Since this Contract is made pursuant to the bid submitted by the Contractor and in reliance upon the Contractor's qualifications and responsibility, the Contractor shall not sublet nor shall any subcontractor commence performance of any part of the Work included in this Contract without the prior written consent of the Owner. In making the application for subletting any portion of the Work, the Contractor shall state in writing the portion of the Work which each subcontractor is to do or the material which he is to furnish, his place of business, and such other information as may be required. Subletting, if permitted, shall not relieve the Contractor or his surety of any of his or its obligations under this Contract.
- B. The Contractor shall be and shall remain solely responsible to the Owner for the acts or faults of his subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract. The Contractor shall promptly, upon request of the Owner, file a conforming copy of the subcontract with prices and terms of payment deleted as a condition precedent to the approval of a subcontractor. The Contractor and subcontractor shall jointly and severally agree that no obligation upon the Owner is thereby created to pay to, or see to the payment of any sums to any subcontractor.
- C. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- D. The Contractor shall not award work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
- E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- F. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.
- H. When making requests for partial and final payment, Contractor shall provide the Certification of Work and Affidavit of Payment to Subcontractors and Suppliers (Item 107.32.I).

- I. Certification of Work and Affidavit of Payment to Subcontractors and Suppliers: (See next page)

This affidavit shall accompany each progress payment request submitted by the Contractor. Failure to do so will result in rejection of the progress payment request by the Owner. The affidavit shall be signed, dated, and notarized.

St. Clair Township

Summit Street Water Main Extension – Project No. ARPA2025-01-01

I hereby certify to the best of my knowledge and belief, that all items and amounts shown in this estimate are correct; that all work has been performed and materials supplied in full accordance with the requirements of the referenced Contract, and duly authorized substitutions, alterations, additions, and deletions; and that the attached Progress Payment request is a true statement of the Contract amount up to and including the last day of the period covered by this estimate. I further certify that all suppliers, subcontractors, lessors, and laborers incorporated in this project to date have been paid for materials and services furnished under this Contract, and that these are free and clear of all liens, claims, security interests, and encumbrances. I also certify that this Progress Payment and previous Progress Payments (if any) received for work under this Contract have been applied to discharge in full the obligations of the undersigned incurred in connection with this work.

Contractor

Date

Signature

Title

Notary Public

Date

107.33 - ENGINEER'S AUTHORITY

- A. The Engineer shall act as the Owner's representative during the construction period. In consultation with the Owner, he shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He 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.
- B. 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.
- C. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- D. In consultation with the Owner, the Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

107.34 - LAND AND RIGHTS-OF-WAY

- A. Prior to issuance of Notice to Proceed, the Owner shall obtain all land and right-of-ways necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- B. The Owner shall provide to the Contractor information which delineates and describes the lands owned and right-of-ways acquired.
- C. The Contractor shall provide at his own 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.

107.35 – GUARANTY AND WARRANTIES

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of twelve (12) months from the date of acceptance. The Contractor warrants and guarantees for a period of twelve (12) months from the date of acceptance of the system 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 system resulting from such defects at no cost to the Owner. 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 Performance Bond shall remain in full force and effect through the guarantee period.
- B. General
 - 1) The word "Guarantee" when appearing in any contract document or construction correspondence shall be synonymous with warranty.
- C. Submittals

- 1) In all cases where "Special Warranties" are required, the request for approval of materials will be accepted by the Engineer on the understanding that manufacturer agrees to provide the specified warranty or other service unless stated otherwise in the request.
- 2) The Owner will not be bound to accept any limitations or variations from the specified warranty which were not filed with the request for acceptance and accepted prior to purchase of materials.
- 3) Warranties shall be submitted prior to request for payment for 100% completion in each case, and shall include:
 - a) Manufacturer's warranty that all materials comply with his published standards, comply with the requirements of the specifications and, where specified, are adequate for the proposed use.
 - b) Subcontractor's warranty that all workmanship complies with the requirements of the specifications and of the manufacturer.
 - c) Contractor's warranty covering the entire work and accepting responsibility for all limitations imposed by the manufacturer or subcontractor except where such limitations have been previously accepted by the Owner.
 - d) Certification and verification of previously submitted information including statement of all limitations, required maintenance and similar conditions of the warranty.

D. Standard Warranties

- 1) A standard warranty is a warranty whose terms are essentially the same as normally offered by the manufacturer or are standard with the industry.
- 2) General Conditions require that standard warranties apply as a minimum requirement notwithstanding the fact that submittal of a copy of the warranty is not required.
- 3) Contractor shall obtain and furnish to the Owner from each manufacturer of materials or equipment incorporated into the work a warranty at least as favorable to Owner as that customarily given by such manufacturer to others. Contractor shall inform himself as to any conditions precedent to the effectiveness of each manufacturer's warranty and comply with all such conditions (or obtain waivers thereof from the manufacturer) so that such warranty shall be fully effective. If any event occurs which might invalidate any manufacturer's warranty, Contractor shall promptly notify the Engineer.
- 4) All warranty periods shall commence on the date of acceptance of the work except that, if it is discovered after said date that certain work or materials were not in fact in conformance with the requirements of the Contract Documents, the applicable warranty period shall recommence from the completion of the repair or replacement of such work to make it so conform.

- 5) The fact that a manufacturer's warranty differs in its terms from those of the Contractor or any subcontractor, the acceptance by the Owner of any warranty of a manufacturer or subcontractor, or the fact that the Owner has claimed initially on such warranty, shall not in any way release Contractor from his warranty obligations under the Contract.

E. Special Warranties

- 1) A special warranty is one whose terms, in addition to the standard coverage offered by the manufacturer, contain other special provisions, including:
 - a) Acknowledgment of specified list of items which shall be specifically noted as being covered by the warranty.
 - b) Acknowledgment of specific conditions for use or exposure.
 - c) Extension of warranty to waive standard exceptions or to extend limits including time.
 - d) Requirements for specific performance by other trades including method of separation and protection from, or assurance of compatibility with, adjacent materials.
 - e) Assemblies and systems which may include products of other manufacturers.
 - f) Conditions where certain performance criteria as specified must be determined by performance testing subject to Owner's review and acceptance.
 - g) Conditions where manufacturer's continuing involvement, such as for maintenance or advisory service, is required.
- 2) Maintenance service during warranty period:
 - a) Reference to routine maintenance required to be performed by the Owner during the warranty period shall be listed in the original submittal of proposed warranty.
 - b) All other administration and maintenance service required during the warranty period, including installation of items repaired or replaced under the terms of the warranty shall be included in the original Contract.
- 3) Special Warranty Schedule:

The Contractor shall guarantee equipment furnished and work performed for a period of time from the date of substantial completion of the work until twelve months after the date of the Owner's acceptance of the work.

F. Certification

- 1) Workmanship Certification is a statement by the applicator or installer that all materials and workmanship in connection with the system, have been furnished and installed in complete conformance with Contract Documents, and with the manufacturer's specifications and requirements for the particular type of use specified.

107.36 - JURISDICTION

All claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Item 107.26, shall be decided in a court of competent jurisdiction in Butler County, Ohio.

107.37 - TAXES

- A. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.
- B. St. Clair Township, Butler County, Ohio, as a political subdivision of government, is exempt from sales, use, transportation, excise or other taxes. Each invoice to St. Clair Township should have noted thereon that the sale is made to a governmental unit and is exempt from taxes, except where it is legally required otherwise. Where a tax must be included on the invoices, it must be shown as a separate item and the invoice must be accompanied by an exemption certificate, in proper form, for execution on the part of the Township in lieu of payment of the tax. The prices bid shall be exclusive of all such taxes and shall be so construed.

107.38 - RESPONSIBILITY

- A. Whoever enters into a Contract under these specifications thereby agrees to be held solely responsible for the faithful execution of the same and for any damage growing out of a failure to do so, and no acceptance or approval, through oversight, concealment, or otherwise, of any imperfect work or materials, shall ever relieve the Contractor from such responsibility. The Owner shall not be held, in any event, to have assumed any responsibility in the matter.
- B. However, in no event shall any claims for consequential damages be made by either party hereto.

107.39 - MISCELLANEOUS

Wherever in the Contract Documents the term "furnished and installed by others" appears, it shall mean by the Owner or his designee. The Owner shall coordinate his work with the Contractor so as not to interfere with his completion of the Contract and shall not work in conjunction with the work being carried on by the Contractor unless mutually agreed to by both parties.

107.40 - NOTIFICATION TO COUNTY AND UTILITIES

- A. The Contractor shall notify Butler County Offices of Sheriff, Engineer, and Water and Sewer Department, as well as local fire departments at least forty-eight (48) hours in

advance of beginning any work on any street. This notification shall consist of designating the street, its location, the date and time of beginning work, and estimated time to complete.

- B. The Contractor shall be responsible to notify all public utilities of new service to the property, giving them sufficient time to remove, relocate, cap or abandon any and all water, sewer, gas, electric, telephone lines and/or related meters. If required by the utility company, the Contractor shall perform the work at his expense.
- C. Pursuant to Section 153.64 of the Ohio Revised Code, the Owner has contacted owners of underground facilities for information relating to the existence and location of underground utility facilities within the construction area. The Contractor shall call 1-800-362-2764 at least 2 days before digging. The Owner and the Engineer have used reasonable diligence to reflect such information as was received from the utility owners on the plans and specifications. The Owner and the Engineer have relied upon the utility owners to provide information about the existence and location of underground utility facilities and accept no responsibility for and make no representation or warranty as to the accuracy or completeness of such information.

In the event that the Project will require temporary or permanent relocation of any underground utility facility location in the construction area, the Contractor agrees to work with the owner of the underground utility facility in order to coordinate Contractor's construction operations with such relocation.

The Contractor shall cause notice to be given to the registered underground utility protection services and the owners of underground utility facilities noted on the Plans that are not members of a registered underground utility protection service at least four (4) working days (excluding Saturdays, Sundays, and legal holidays) prior to commencing construction operations in the construction area which may involve underground utility facilities. Notice shall be given in order to give the owner of the underground utility facilities not less than two (2) working days, after receipt of said notice, to mark, stake, or otherwise designate the location of the underground utility facilities in the initial construction area, showing the course of the utility, such marking or locating shall be coordinated to stay approximately two (2) days ahead of planned construction.

The Contractor shall be responsible for all losses, costs and expenses, direct or indirect, arising out of or in any way related to damage or injury to any underground utility facility in the following circumstances: (a) Contractor fails to comply with the above paragraph hereof and the damage or injury could have been prevented or mitigated, in whole or in part, if contractor had complied with such paragraph hereof; or (b) the underground utility facility was located as marked by the owner of the underground utility facility or Contractor had actual notice of the location of the underground utility facility. Contractor hereby agrees to indemnify and save harmless the Owner from and against all liabilities, claims or demands arising out of or in any way related to such damage or injury and further from and against any judgment, settlement, penalty, loss, costs, expenses, liability or damages that the Owner may directly or indirectly sustain, suffer or incur as a result thereof.

The Contractor shall immediately alert the occupants of nearby premises as to any emergency that Contractor may create or discover at or near such premises. The Contractor shall report immediately to the Owner or to the operator of the underground utility facility any break or leak on its lines or any dent, gouge, groove, or other damage to such lines or to their coating or cathodic protection, made or discovered in the course of their excavation.

In the event of a dispute as to the application of Section 153.64 of the Ohio Revised Code, the dispute shall be resolved in accordance with the provisions of this Contract.

107.41 - PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be scheduled as soon as possible after the award of the Contract to discuss specific items of construction, traffic, scheduling, etc.

107.43 - PREVAILING WAGE RATES

- A. In accordance with the provisions of Sections 4115.03 through 4115.16 of the Ohio Revised Code, the Ohio Department of Commerce has ascertained and determined the prevailing rates of wages for the classes of work called for by this public improvement, in the locality where the work is to be performed.
- B. Contractor and subcontractors for any part of the work shall comply with all the applicable provisions of the above mentioned sections of the Revised Code of the State of Ohio, and shall pay not less than the prevailing rates of wages for the locality which rates have been ascertained and determined by the Department of Commerce to be as stated in the Section 103.
- C. In order to ensure compliance with this chapter, all invoices and/or request for payment submitted by the Contractor shall be accompanied by the payroll certificates covering the work performed during the period for which payment is being requested. No payments, either in whole or in part, will be authorized unless the required payroll data is received.
- D. These documents shall be originally submitted to the Project Manger assigned by the Owner.
- E. The Contractor agrees and warrants to the Township, and the Township hereby requires that each laborer, worker, operator or mechanic whether employed by the Contractor, a Subcontractor, or other person upon or about construction of any "public improvement" (as that term is defined in O.R.C. 4115.03) shall be paid not less than the "prevailing wage" (as that term is defined in O.R.C. Chapter 4115.04) in connection with such work. The Contractor and all his Subcontractors agree to strictly comply with the prevailing law found in O.R.C. Chapter 4115 in connection with the construction of any public improvement to which it applies. Furthermore, in the event the Contractor or Subcontractor breaches this promise to comply with the prevailing wage law, the Contractor agrees to indemnify and save the Township harmless against any loss it sustains as a result of this violation. See Page 103-3.

107.48 - PROJECT RECORD DOCUMENTS

A. Definitions

- 1) Record Documents: Copies of the Contract Documents, Shop Drawings, project data, and samples maintained at the site for purpose of recording changes and other project information.
- 2) Maintenance and Parts Manuals: Brochures, instructions, parts lists and similar documents, published by manufacturers and suppliers of materials and equipment for purpose of providing information necessary to maintenance, repair and replacement.
- 3) Record Drawings: Except for "as built" corrections to the Shop Drawings, the only record of as built conditions required will be a clean copy of the Contractor's notations on the Record Drawings unless otherwise specified. Note Section 107.48E.

B. Record Documents

- 1) Record Documents: At the final completion and as a condition precedent to final payment, the Contractor shall furnish record drawings to the Engineer.
- 2) Record Drawings shall show the field changes affecting the general construction, mechanical, electrical, and all other work, and indicate the work as actually installed.
- 3) These shall consist of carefully drawn markings on a set of prints of the Construction Documents obtained especially for the purpose. The Contractor shall maintain at the job site one set of Construction Documents and indicate thereon each field change as it occurs.

C. Certificate of Compliance

- 1) Any certificate required for demonstrating proof of compliance of materials with Specification requirements, including Mill Certificates, shall be executed in quadruplicate. It shall be the Contractor's responsibility to review all certificates before submissions are made to the Owner to insure compliance with the Contract Specification requirements.
- 2) Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if after tests are performed on selected samples, the material is found not to meet the specific requirements.

D. Samples

After the award of the Contract, the Contractor shall furnish, for the approval of the Owner and the Engineer, any samples required by the Specifications. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in

writing.

E. Record Drawings

- 1) Record Drawings are required to establish the location of concealed work and deviations from details or dimensions indicated on the Construction Drawings. Where location or dimension or portions of the work are indicated by note or line drawings or are otherwise indicated to be at the option of the Contractor, the final determination of such options shall be indicated in the Record Drawings.
- 2) Record Drawings are required for information only but are intended to provide complete information for as-built drawings.
- 3) Final record copies of all Shop Drawings shall be submitted showing all field changes or other variations from the details originally reviewed by the Engineer.
- 4) Record Drawings for mechanical and electrical systems shall be fully dimensioned and detailed drawings, shall be on mylar or other permanent drafting media, and shall show all systems as they exist at the completion of work.

107.49 - CLOSE OUT CHECKLIST

- A. Specified herein; contract closeout procedure schedule summarizes action to be taken or submittals to be completed by each prime Contractor prior to issuance of the Contract Completion Certificate (Item 107.49C). Additional information of these items occurs in the General Conditions and in applicable parts of the specifications.
- B. Basic items required of the Contractor:
- 1) As-built/Record Drawings (Item 107.48).
 - 2) Affidavits of Wage Compliance (Pages 103-2 and 103-3).
 - 3) Affidavit of Waiver of Lien (Item 107.32.I).
 - 4) All work completed including Punch List items.
 - 5) Certificates of Inspection and Testing (Technical Specifications).
 - 6) All Submittals as required per Items 107.35 and 107.48.
 - 7) Final Pay Request.
- C. Contract Completion Certificate: (See next page)

Certification to St. Clair Township, Butler County, Ohio

Project: St. Clair Township, Butler County, Ohio
Summit Street Water Main Extension
Project No. ARPA2005-01-01

The undersigned Contractor hereby certifies that all work included in the above-captioned Contract has been completed in accordance with the requirements of the Contract Documents including approved modifications thereto, and requests that the work be accepted.

Contractor

Signature

Title

Date

The undersigned Engineer has inspected the work included in the above-captioned Contract, finds it to have been completed in accordance with the requirements of the Contract Documents including approved modifications thereto, and accordingly recommends that the work be accepted.

Engineer

Signature

Title

Date

Upon the representation of the Contractor and the above recommendation of the Engineer, the undersigned hereby accepts the work included in the above-captioned contract.

Signature

Title

Date