



BID PROPOSAL PACKET

2026 Springfield Township Resurfacing Program
Kirkland Dr., Burgundy Ln., Colette Ln., Springdew Dr. & Butterfly Ct.
Rehabilitation Project

November 2025

The Board of Trustees of Springfield Township, Hamilton County, Ohio, 9150 Winton Road, Cincinnati, Ohio 45231 will receive sealed bids for the above-referenced project until 12:45 p.m. on November 20, 2025. These bids will be opened at a special meeting on that date at 1:00 p.m.

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LEGAL ADVERTISEMENT

REQUEST FOR BIDS

The Board of Trustees of Springfield Township, Hamilton County, Ohio, 9150 Winton Road, Cincinnati, Ohio 45231 will receive sealed bids, until **12:45 p.m. on November 20, 2025**. These bids will be opened at a special meeting on that date at **1:00 p.m.** for the following project:

2026 Springfield Township Resurfacing Program: Furnishing all labor, equipment, and material necessary in connection with the removal of all curb as well as installation of new concrete curb and apron, grinding of old pavement, and application of new asphalt overlay on various streets in various subdivisions in Springfield Township.

Bidders must comply with the prevailing wage rates on public improvements in Hamilton County, Ohio, as ascertained by the Ohio Bureau of Employment Services, Wage and Hour Division, State of Ohio, as provided for in Section 4115.03 to 4115.14 inclusive of the Ohio Revised Code. Each bid will be deemed to include this provision. A Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code amounting to 100% of the Bid Amount or a certified check, cashier's check or letter of credit pursuant to RC. Chapter 1305 in the amount of 10% of the Bid Amount must accompany all bids assuring a firm contract will be entered into upon acceptance of bid. Bonds and other forms of guaranty will be returned to unsuccessful bidders. Bid Security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. A performance bond and a payment bond, each in the amount of 100% of the contract price, are also required to ensure the faithful performance of the contract.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of the project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Copies of the surveys, plans, estimates, and bid forms prepared by the Township and approved by the Office of Hamilton County Engineers are available at the Springfield Township Administration Building. Question regarding the bid process and specifications can be emailed to Scott Schardine, Director of Public Works at SSchardine@Springfieldtwp.org.

All bids must be submitted in a sealed envelope which indicates the name and address of the Bidder and the name of the Project being bid on the outside of the envelope.

The Board of Trustees reserves the right to reject any and all bids, to accept the bid which it deems to be in the best interest of Springfield Township, even if it is not the lowest, to waive any formalities or irregularities in bidding, or to advertise for new bids if in its judgment the best interests of the Township would be promoted thereby. Except as expressly permitted by law, no bidder may withdraw a bid proposal for a period of sixty (60) calendar days after the date of the opening thereof.

BID INSTRUCTION SHEET

Persons interested in bidding to furnish the labor, equipment and material necessary to resurfacing work on various streets in Springfield Township must complete all of the information requested and affix the signatures required on the Bidder Information Sheet, the Official Bid Tabulations, and the Bidder Acknowledgment Form. **Failure to complete the required information and/or to affix the required signatures may result in the bid being rejected in its entirety.**

All bids submitted must be typed or written legibly on this form and must be submitted to the Office of the Township Fiscal Officer, 9150 Winton Road, Cincinnati, Ohio 45231 (513) 522-1410.

All bids must be submitted in a sealed envelope which indicates the name and address of the Bidder and the name of the Project being bid on the outside of the envelope.

ALL BIDS MUST BE RECEIVED BY 12:45 P.M. (LOCAL TIME) ON NOVEMBER 20, 2025, AT THE OFFICE OF THE TOWNSHIP FISCAL OFFICER.

RESPONSIBLE BIDDER INFORMATION FORM

Attach additional sheets as needed

Company Name: _____

Company Address: _____

Company Telephone Number (w/Area Code): _____

Company E-Mail Address: _____

Number of Years in Business: _____

Federal Tax ID No: _____

Contact Person's Name & Title: _____

Indicate all occurrences of the following in the last 4 years (if none, so state). For verification attach documentation, and/or provide sufficient and appropriate detail information such as: Project name, Owner, contact person and telephone number, contract amount, etc.

- a) Prevailing Wage violations: _____

- b) Contract abandonment, contract termination or Surety takeover: _____

- c) Debarment by state, federal or local jurisdiction: _____

- d) OSHA violations: _____

- e) Liquidated damages assessed: _____

I hereby certify that the information above is factual and complete.

Company Name: _____

Authorized Official (please print or type): _____

Signature of Authorized Official: _____ Date: _____

I. GENERAL INFORMATION REGARDING BIDDING:

Bidders must bid on the total number of streets enumerated in the Bid Tabulation Form contained in this proposal. Bids will be accepted on the aggregate total only on forms available from the Township.

Bidders must comply with the prevailing wage rates on public improvements in Hamilton County, Ohio, as ascertained by the Ohio Bureau of Employment Services, Wage and Hour Division, State of Ohio, as provided for in Section 4115.03 to 4115.14 inclusive of the Ohio Revised Code. Each bid presented will be deemed to include this provision.

Bidders are expected to carefully read the specifications and examine the site of the proposed work. The submission of a proposal shall be considered by the Township as evidence that the bidder has made such examination and has read the specifications and is satisfied as to the conditions to be encountered in performing the work.

Bidders are expected to carefully read the Sample Contract included in this Bid Proposal Packet. The terms and conditions included in that contract are necessary terms and conditions for awarding the contract for this project. The submission of a proposal shall be considered by the Township as evidence that the bidder has reviewed the contract and is satisfied and agrees to comply with the terms and conditions outlined therein.

A Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code amounting to 100% of the Bid Amount or a certified check, cashier's check or letter of credit pursuant to R.C. Chapter 1305 in the amount of 10% of the Bid Amount must accompany all bids assuring a firm contract will be entered into upon acceptance of bid.

All bidders will be required to furnish a performance bond or certified check on a solvent bank payable to Springfield Township in the amount of one hundred percent (100%) of the total contract price as a guarantee of faithful performance of the contract. When not included in the contractor's performance/payment bond, a one (1) year maintenance guarantee is required.

The successful bidder must present a certificate of insurance showing liability insurance in the amount of one million dollars and bodily injury in the amount of one million dollars and umbrella/excess insurance in the amount of not less than two million dollars. An official certificate of the Ohio Industrial Commission indicating that a premium required under the Ohio Workers' Compensation Act has been paid and, as required by Ohio Revised Code Section 5719.042, the Contractors Statement as to Delinquent Taxes must also be presented.

All work and materials shall conform to the applicable divisions and paragraphs of the most current publication of the *State of Ohio Department of Transportation Construction and Materials*

INFORMATION REGARDING BIDDING {continued}:

Specifications. Unless otherwise noted, all references to the *State of Ohio Department of Transportation Construction and Materials Specifications* shall meet the most current version as such specifications. Contractors **must** furnish certification that they or their asphalt contractor are pre-qualified by O.D.O.T. as an asphalt paving contractor.

The successful bidder must supply all material, equipment and labor to complete the work on the Township streets enumerated.

The successful bidder shall begin work on or about **March 23, 2026** or within twenty-one (21) days after being notified to commence, whichever is earlier. Attendance at a pre-construction meeting will be required following award of the contract and prior to start of work. All work shall be completed before **September 15, 2026**.

The Board of Trustees reserves the right to reject any and all bids, to accept the bid which it deems to be in the best interest of Springfield Township, even if it is not the lowest, to waive any formalities or irregularities in bidding, or to advertise for new bids if in its judgment the best interests of the Township would be promoted thereby. Except as expressly permitted by law, no bidder may withdraw a bid proposal for a period of sixty (60) calendar days after the date of the opening thereof.

Information and specifications are available at the Springfield Township Administration Building, 9150 Winton Road, Cincinnati, Ohio 45231 (513-522-1410) from 8:30 a.m. to 5:00 p.m., Monday through Friday. Question regarding the bid process and specifications can be emailed to Scott Schardine, Director of Public Works at SSchardine@Springfieldtwp.org. All persons picking up bid packets (who provide their email address) will receive the response to any question asked.

CRITERIA FOR DETERMINING "LOWEST AND BEST BIDDER"

Although Springfield Township has not adopted (and expressly rejects any requirement to use) the "lowest responsive and responsible bidder" standard established in Ohio Revised Code Section 9.312, Springfield Township intends to utilize some of the principles of that standard in determining the "lowest and best bidder." Thus, in evaluating the bids submitted for this Project to determine the "lowest and best bidder," Springfield Township intends to consider both the responsiveness of the Bid Proposal submitted by each bidder and the responsibility exhibited by each bidder in its past dealings and practices. The following items may be considered in determining the "lowest and best bidder."

1. **Responsiveness of the Bid Proposal:** The determination of the responsiveness of a Bid Proposal involves an evaluation of the completeness and accuracy of the documents and items submitted by the Bidder in response to the request for bids. Specific items which may be considered by Springfield Township in evaluating the level

of responsiveness of the Bid Proposals received are as follows:

CRITERIA FOR DETERMINING "LOWEST AND BEST BIDDER" (continued):

- i. Completion of all aspects of Bid Proposal;
- ii. Submittal of all additional documentation required by the Bid Proposal;
- iii. Accuracy of the information contained in the Bid Proposal;
- iv. Whether Proposal is based on actual site evaluation; and
- v. Lack of irregularities or deviations from the specifications.

- 2) **Responsibility of the Bidder:** The determination of the responsibility of a Bidder involves an evaluation of the quality of the Bidder. Specific items which may be considered by Springfield Township in evaluating the level of responsibility of Bidders are as follows:

The Bidder's work history including:

- i. Whether the Bidder has a record of consistent customer satisfaction;
- ii. Whether the Bidder has a record of consistent completion of projects, especially projects which are comparable to or larger and more complex than Springfield Township's Project;
- iii. Whether the Bidder has a consistent record of completing work on time and in accordance with the contract documents;

(If the Bidder's management (i.e., president or director) operates or has operated another construction company, Springfield Township may consider the work history of that company in determining responsibility of the Bidder);

- iv. The Bidder's prior experience on other projects of Springfield Township or Hamilton County, including whether the Bidder was able to complete these projects on time and in compliance with the contract documents. The Bidder's demonstrated ability or inability to work with Springfield Township, or Hamilton County during the past projects will also be considered;
- v. The Bidder's familiarity and experience with constructing improvements for public entities in Ohio;
- vi. The number of years Bidder has been actively engaged as a contractor;

CRITERIA FOR DETERMINING "LOWEST AND BEST BIDDER" cont.

vii. The number of years Bidder has been actively engaged as a contractor in the trade for which his Bid has been submitted;

viii. The number of year Bidder has been in business;

ix. The Bidder's recent experience record in the industry, including, but not limited to, the original contract price for each job undertaken by the Bidder, the amount of any change orders or cost overruns on each job and the reasons for any change orders or cost overruns; and

The Bidder's financial resources, including, but not limited to:

i. The Bidder's financial ability to complete work on time and in accordance with the contract documents without resort to its Surety;

ii. The Bidder's ability to secure acceptable Performance and Payment bonds;

iii. Whether any claims have been made against Performance and/or Payment bonds secured by the Bidder on other projects; and

iv. The objective reasonableness of the Contract amount.

The quality, experience, continuity, quantity, and identity of the Bidder's work force;

The Bidder's management skills;

The quality, continuity, and quantity of the Bidder's facility and equipment;

The Bidder's compliance with federal, state, and local laws and regulations, including, but not limited to, the Occupational Safety and Health Act, Prevailing Wage laws, and the Fair Labor Standards Act;

The foregoing information with respect to each of the subcontractors which the Bidder intends to use on the Project; and

Depending upon the type of work, other essential factors determined by Springfield Township.

Each of the above enumerated factors, standing alone, shall not be considered determinative of the "lowest and best bid." Springfield Township shall have complete

discretion in assessing the level of importance to be placed upon any one or more of the factors enumerated and in determining the "lowest and best bid" and in awarding the Contract.

**SPECIFICATIONS FOR RESURFACING WITH ASPHALT CONCRETE
VARIOUS STREETS IN SPRINGFIELD TOWNSHIP**

II. SPECIFICATIONS

LOCATIONS FOR 3.0 INCH ASPHALT OVERLAY

Name

Limits

Kirkland Dr. , Burgundy Ln. & Colette Ln. (bid submission required)

Kirkland Drive	Galbraith Rd. to Corp. Limit
Burgundy Lane	Kirkland Dr. to cul-de-sac
Colette Lane	Galbraith Rd. to cul-de-sac

Springdew Dr. & Butterfly Ct. Alternate No.1 (bid submission required)

Springdew Drive	Galbraith Rd. to cul-de-sac
Butterfly Court	Springdew Dr. to cul-de-sac

LOCATIONS FOR WEAR COURSE REMOVAL

Name

Limits

Kirkland Dr. , Burgundy Ln. & Colette Ln. (bid submission required)

Kirkland Drive	Galbraith Rd. to Corp. Limit
Burgundy Lane	Kirkland Dr. to cul-de-sac
Colette Lane	Galbraith to cul-de-sac

Springdew Dr. & Butterfly Ct. Alternate No. 1 (bid submission required)

Springdew Drive	Galbraith Rd. to cul-de-sac
Butterfly Court	Springdew Dr. to cul-de-sac

LOCATIONS FOR REMOVAL AND INSTALLATION OF CONCRETE CURB

Name

Limits

Kirkland Dr., Burgundy Ln. & Colette Ln. (bid submission required)

Kirkland Drive	Galbraith Rd. to Corp. Limit
Burgundy Lane	Kirkland Dr. to cul-de-sac
Colette Lane	Galbraith Rd. to cul-de-sac

Springdew Dr. & Butterfly Ct. Alternate No. 1 (bid submission required)

Springdew Drive	Galbraith Rd. to cul-de-sac
Butterfly Court	Springdew Dr. to cul-de-sac

**III. GENERAL NOTES FOR SPRINGFIELD TOWNSHIP 2026
SPRINGFIELD TOWNSHIP RESURFACING PROGRAM**

A. RESURFACING AND PREPARATORY WORK:

All streets must be cleaned and loose material removed as per 401.14 *State of Ohio Department of Transportation Construction and Material Specifications*, by using a rubber-tired mechanical or regenerative air street sweeper, before the resurfacing material is applied. All manholes or valve chambers shall be adjusted before installation of surface course. All adjusting rings must fit tight to prevent movement and rattles.

All streets shall be resurfaced with the specified compacted depth of Item 404LVT or 448 Asphalt Concrete. The new asphalt shall be placed so as to create or maintain a crown or cross slope from the centerline to the edge of the road, on each side of the centerline except where there may be a super elevation.

Where necessary, spot patching or spot leveling shall be provided to achieve a smooth surface on which to place the asphalt concrete surface course. Payment for spot leveling and patching shall be included in the unit price bid for Item 404LVT or 448 Asphalt Concrete and will not be a separate pay item.

When 2 ½ inches (2.5") compacted depth of Item 404LVT or 448 Asphalt Concrete is specified, it shall be placed in two (2) courses. The initial course shall be a leveling course approximately one inch (1") compacted depth.

When one and one-half inch (1-1/2") or less, compacted depth of Item 404LVT or 448 Asphalt Concrete is specified, it shall be placed in one course with spot leveling as directed by the Engineer.

All cracks and joints one quarter inch (1/4") or more in width in the existing pavement shall be cleaned of loose material and sealed with bituminous material meeting the requirements of 705.01 or 705.02 of the Specifications. A sand cover shall be placed over the bituminous seal. Sand will not be a separate pay item, but shall be included in the unit cost for Item 448 Asphalt Concrete Intermediate Course.

All turnarounds shall be resurfaced regardless of type.

All contact surfaces of curbing, gutters, manholes and other structure shall be painted with a thin uniform coating of bituminous material prior to the 448 and 404LVT courses being placed against them as per Section 401.14 of the Specifications. The cost is to be included in the unit price bid for Item 448 and 442.

All edges of the newly placed 404LVT course shall be sealed after resurfacing, including the curbs and at the beginning and end of the new surface. Sealing shall be made with asphalt cement meeting the specifications as that used in Item 442. The cost is to be included in the unit price bid for Item 404LVT. All edge sealing shall be accomplished within five (5) days after placement of the 442 Item.

B. MISCELLANEOUS:

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All work to conform to the most current version of the *State of Ohio Department of Transportation Construction and Materials Specifications*, which are adopted and made a part of these contract documents.

As used herein, the word Engineer means the Hamilton County Engineers and/or the Springfield Township Director of Public Works.

C. PRE-CONSTRUCTION MEETING:

Prior to the commencement of construction activities, the Engineer shall arrange a meeting between the Contractor and the representatives of the Township, and the representatives of each of the utility companies. The time, date and location of said meeting shall be determined after the awarding of the contract and the parties shall be notified by the Engineer.

D. SCHEDULE:

The Contractor shall furnish a detailed schedule of operations to the Engineer. The schedule shall be submitted to the Engineer at the pre-construction meeting and shall list the order of operations, the time frame for the completion of each operation, and, where applicable, the location of each operation. The schedule must be approved by the Engineer, or be revised to the satisfaction of the Engineer, prior to the commencement of any work.

Changes to said schedule are to be issued in writing by the Contractor and approved by the Engineer before operations are changed or rescheduled. Should the construction activities fall behind the schedule by more than one (1) month due to any reason, the Contractor shall, at the request of the Engineer, revise and update the schedule.

The Contractor shall schedule his operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use.

The Contractor may schedule his work in any order he chooses, except as follows or otherwise stated in these specifications.

Special Scheduling Notes:

1. All manholes need to be adjusted to the new pavement height off of the leveling course.
2. Catch basin repairs may only be made to one side of the street at a time in order to prevent any unnecessary impediments to vehicular traffic.
3. Curb inlet plates are not to be adjusted until the curb located at either side of the curb plate has been installed so the curb plate can be adjusted to the new curb height.
4. Work may not begin before 7:00 a.m. and must be terminated by 7:00 p.m. (or sundown, whichever comes first) each work day.
5. Contractor will complete as much work as possible on a given street prior to moving on to another street or location, such as removing and replacing all concrete aprons in a given location before moving on to another location, completing restoration etc.
6. Contractor shall backfill area behind newly constructed curb within forty-eight (48) hours of it reaching sufficient cure. This must be done to protect area residents from potential safety issues.
7. Excavated areas (curbs, drive aprons, sidewalks, handicap ramps etc.) must be replaced within seventy-two (72) hours of completion of excavation unless otherwise approved by the Engineer.
8. Milling operation must be scheduled so that the newly milled surface will not be left exposed to weather for more than seventy-two (72) hours without approval of the Engineer.

E. PERMITS:

Unless otherwise noted herein, the Contractor shall procure all permits and pay all charges and fees as may be found necessary and required by any State, County, City and/or local agency.

F. RESPONSIBILITY:

It shall be the responsibility of the Contractor to perform his work in such a manner so as not to damage or destroy any existing feature (e.g. existing inlets, conduits, etc.) which is not marked for replacement or removal. If any such damage does occur due to the operations of the Contractor, he shall replace or repair the damaged portion at his expense to the satisfaction of the Engineer.

The Contractor shall exercise due care during construction so as not to destroy any trees, plants, shrubs or structures outside of the indicated work limits and those not specifically marked for removal or relocation within the work limits.

In some cases, the Contractor may be required to excavate under and around the existing utilities. Extreme care should be taken not to damage the utility during this operation. The Contractor shall be responsible for all damages to utilities during construction and shall receive no compensation for repairing damaged utilities which have been properly identified.

G. PROTECTION OF AREAS OUTSIDE OF WORK LIMITS:

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This shall include those areas used by construction traffic for access to and from the work areas.

Where the Engineer determines that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Engineer. No additional compensation shall be due to the Contractor for any repair of these areas.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas, which are attributable to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

H. NOTIFICATION OF UTILITIES:

The Contractor shall notify at least forty-eight (48) hours, but not more than seven (7) days, before beginning work, all public and/or private service corporations having wires, poles, conduits, manholes or other structures that may be affected by his construction, including all structures which may be affected by construction and are not shown on these plans, and all work required for public or privately owned utilities shall be done by and at the expense of their respective owners, unless otherwise noted on these plans.

I. COOPERATION WITH UTILITY COMPANIES:

While the work of this contract is being performed, the utility companies shall be working in the area adjusting and resetting existing facilities. The Contractor shall fully cooperate with utility companies so that the entire work is completed in a manner consistent with good construction practices.

J. LOCATION AND PROTECTION OF UTILITIES:

The Engineer does not assume any liability for the location of utilities, including individual service line. The Contractor shall be responsible for exactly locating and protecting all utilities, both above ground and below ground, that exist in the work area and which may come in conflict with his operations. Any damage to utilities which have been accurately located, which is caused by the Contractor's operations, shall be repaired at the Contractor's expense. Assistance in locating underground utilities can be obtained by contacting the utility companies at the following:

Utility & Address	Phone
Cincinnati Water Works 4747 Spring Grove Avenue Cincinnati, OH 45232	(513) 591-7900
Duke Energy Electric Distribution Fourth & Main Streets Cincinnati, OH 45202	(800) 543-5599
Duke Energy Gas Division	(800) 634-4300
Cincinnati Bell, Inc 225 East Fourth Street Cincinnati, OH 45202	(513) 344-7043
Ohio Utilities Protection Service	(800) 362-2764; 811; or www.oups.org/idig
Metropolitan Sewer District 1600 Gest Street Cincinnati, OH 45204	(513) 244-1355

K. SEEDING AND MULCHING:

All performed as per Item 659 in the most current publication of the *State of Ohio Department of Transportation Construction and Materials Specifications Manual*.

L. UTILITY ADJUSTMENTS:

The Contractor shall adjust to proposed grade all existing utility facilities, i.e. manholes, catch basins, valve chambers, valve boxes, etc. This shall include utility facilities which are not shown on the plan. For those utility facilities located within or immediately adjacent to the pavement, the adjustment to final grade shall be accomplished following the placement of the leveling course and immediately prior to the placement of the surface course.

Where adjustments are to be made by the responsible utility company, the Contractor shall coordinate his work with that of the utility company so as to accomplish the intent of the preceding paragraph.

Maintenance of safe and convenient traffic lanes must be a prime consideration when performing these adjustments. Work performed on the utility facilities shall be in strict

accordance with the specifications of the applicable utility owner and shall be performed under the direction, supervision and inspection of said owner.

M. ESTIMATED QUANTITIES:

The estimated quantities upon which this proposal is based are *approximate only*. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Engineer, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for any item cannot be determined until the completion of other contractual items and/or the proper inspections have been made. The Contractor shall not be entitled to any claim for loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

N. MATERIALS AND WORKMANSHIP:

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the first quality and shall be proper and sufficient for the purpose contemplated. The Contractor shall furnish if so required satisfactory evidence as to kind and quality of materials and workmanship. All items of equipment and/or material proposed for substitutions must be approved by the Engineer in writing and shall equal or be superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of said revisions shall be paid for by the Contractor at no additional cost to the Township.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the Plans and Specifications.

O. TESTING OF CONSTRUCTION MATERIALS:

The Engineer will select a testing firm for this project. The Engineer will notify the Contractor of the selected firm during the pre-construction meeting.

The Contractor shall be responsible for the scheduling of all testing as per the general testing requirements listed below or as modified by the Engineer.

The Engineer shall be responsible for the costs incurred in the testing of the construction materials both on site and at the plant. However, the Contractor shall note that he will be responsible for any and all costs incurred by the scheduling of the testing firm's activities by the Contractor and the subsequent delay and/or cancellation of said activities due to the delay and/or cancellation of the scheduled construction by the Contractor. The General requirements for the testing of the construction materials shall be as follows:

CONCRETE:

Concrete shall be tested as directed by the Engineer and usually will be called for when the project requires two (2) or more truckloads of concrete. When required, two test cylinders and an air entrainment test shall be made for each fifty (50) cubic yards, or fraction thereof, of concrete incorporated into the project. In addition, slump tests shall be performed, preferably on the first load of concrete delivered to the site. **Compliance with *State of Ohio Department of Transportation Construction and Materials Specifications Manual Section 499* shall be maintained. ODOT QCI concrete must be used on this project.**

Should the Contractor require concrete beams to be made and tested in order to determine if roadways, driveways, structures, etc. can be opened to traffic prior to the normal curing period, these shall be made and tested by the same testing firm employed by the Engineer. Concrete beams shall be of such length that two breaks can be made from the same beam. Beams shall remain at the project through the period of curing. Results of beam breaks shall be immediately reported to the Engineer. Costs of making beams, testing and reporting results shall be borne by the Contractor.

Results of cylinder breaks, one (1) at seven (7) days and one (1) at twenty-eight (28) days, and the results of air entrainment tests shall be immediately reported and furnished to the Engineer. **NOTE:** Air entrainment tests shall be made from the same load of concrete from which the cylinders are made.

The Contractor shall also be responsible for obtaining the batch information for the concrete being supplied to the project. This information shall be provided daily and with at least the first load of concrete delivered to the project each day.

ASPHALTIC CONCRETE:

The amount of testing required on the pertinent asphaltic concrete item will be dependent upon the total estimated quantities for these items included in the project. When the total estimated quantity for Items 448 & 404LVT is less than one hundred (100) cubic yards; the project shall be considered a small project. When the total estimated quantity for Items 448 & 404LVT is one hundred (100) cubic yards or more, the project shall be considered a large project.

For small projects, plant tickets shall be issued for each load indicating the composition of the mix and the weights of the various materials and the Contractor shall obtain and furnish to the Engineer a letter of certification from the plant stating that for each of the various asphaltic concrete mixes provided, the materials and mix procedure are in compliance with the pertinent O.D.O.T. specifications.

For large projects, the various asphaltic concrete materials shall be plant inspected by the Engineer's designated testing firm and each load delivered to the work site shall be accompanied

by a plant ticket indicating composition of the mix, the weights of the various materials and stamped with the Inspector's seal indicating that the materials in all respects meets the pertinent specifications.

All asphaltic concrete placed on either small or large projects shall be tested for density. The Contractor's attention is directed to the compaction requirements for asphaltic concrete pavement as specified elsewhere in the note, "Asphaltic Concrete Pavement Compaction."

PRECAST CONSTRUCTION MATERIALS:

Precast units shall include items that are manufactured by others at an off-site location and installed by the Contractor, i.e. pipes/conduits, precast catch basins/inlets/manholes, precast beams, etc. For all precast units, the Contractor shall obtain a letter from the Manufacturer certifying that the pertinent precast item meets the applicable specifications and standards of O.D.O.T. and/or ASTM. When required by the Engineer, the Contractor shall also obtain and supply to the Engineer the pertinent Manufacturer's test reports on the precast units.

The above data, reports and/or Manufacturer's letters are to be provided by the Contractor to the Engineer **prior** to the installation of the precast units on the job site. When the Contractor decides to install precast units prior to the Engineer receiving the above information, those units installed shall be subject to being removed and/or replaced at the discretion of the Engineer based upon the Engineer's review of the information provided.

P. DUST CONTROL/CONSTRUCTION AREA CLEANLINESS:

In accordance with Item 616, the Contractor shall be required when directed by the Engineer to perform dust control operations to minimize or prevent dust nuisance originating within the project limits which result from the Contractor's operations. Dust control shall not be a separate pay item, but is to be incorporated in the prices bid for all project items.

As this project is being built under traffic, the contractor is responsible for keeping construction areas free of excessive loose materials, particularly during non-work hours. Contractor is responsible for maintaining any stored materials on job site in a neat and orderly manner. At the discretion of the Engineer, the contractor may be required to periodically sweep the construction area. The contractor is responsible for using sweeping equipment that will not direct swept debris out of the paved area of the roadway.

Q. MAINTENANCE OF SEWER FLOWS:

The Contractor shall conduct his operations so as to constantly maintain sewer flows at all times through the existing facilities that are to remain in place.

In cases where the plans indicate that existing facilities are to be replaced and/or removed, the Contractor shall maintain sewer flows through the existing facilities until the new facilities are completed and ready to be placed in use.

This shall include areas affected by curb and sidewalk replacement and pavement repair.

R. MANHOLES, CATCH BASINS AND INLETS:

All castings for manholes, catch basins and inlets shall conform to those specified in the Standard Construction Drawings or as specified by the Engineer. All castings which might be subject to vehicle traffic shall be of the heavy-duty grade. Grated inlet tops shall be placed as specified on the plans.

Top of casting elevations are subject to final adjustments as approved by the Engineer.

All castings used shall be subject to the final approval of the Engineer.

S. SIDEWALK AND/OR DRIVE APRON FINISH:

Finish shall be a broom finish. All joints and outside edges shall be tooled with an edger or joint tool after brooming the final finish. Final finish, joints and edges shall be subject to the approval of the Engineer.

T. BLOCKAGE OF DRIVEWAYS:

The Contractor shall notify residents at least twenty-four (24) hours in advance of when their drives shall be blocked during construction. Where concrete restoration is involved, this inconvenience shall be held to a minimum by revising curing specifications and permitting cars to use the driveway forty-eight (48) hours after pouring.

U. MAINTENANCE OF DRIVEWAY TRAFFIC:

In those areas where existing pavement is to be resurfaced or removed and replaced, the Contractor shall conduct his operations so as to maintain driveway traffic through the construction area. If two approved access points serve the same parking area, the Contractor shall be permitted to close one access at a time.

If business property is involved, an alternate access must be provided if blockage exceeds one hour.

Repeated blocking must allow at least a fifteen (15) minute interval of traffic access every hour.

The Contractor should note that any interim material used for providing driveway ingress and egress shall not be a separate pay item and the cost of said interim material shall be included in the

lump sum price bid for Item 614, Maintaining Traffic.

Note: Contractor is responsible for placing a temporary asphalt concrete "wedge" in front of the driveway aprons after the new curb has been placed so as to facilitate use of drive until such time as milling has been performed and surface is prepared for the scratch or leveling course.

V. ADVANCE NOTIFICATION:

The Contractor is responsible for the notification of all residents and/or businesses, which abut or are, located within the project limits. Notification must be given forty-eight (48) hours in advance of the commencement of the work. A blank notification form shall be given to the Contractor at the Pre-Construction Meeting and the Contractor shall be responsible for the completion of the form, and the reproduction and delivery of the completed form to each of the affected properties. Failure on the part of the Contractor to deliver said notifications shall be sufficient cause to stop work on the particular road.

Payment for this advance notification shall be included in the lump sum price bid for Item 614, Maintaining Traffic and shall not be a separate pay item.

W. SAW CUTTING EXISTING PAVEMENT:

The edge of all existing pavement to be removed shall be saw cut, full-depth before removal to obtain a uniform edge. The cost of saw cutting shall be incidental to the item under which it is encountered.

This shall include cleaning the street after the sawing operation (after every 750 to 1000 lineal feet) so as to remove all of the concrete dust/water mix that results from the saw cutting operation.

X. SEALING EDGES:

In addition to the requirements of the *State of Ohio Department of Transportation Construction and Material Specifications*, the following requirements will apply to this contract.

The pavement edges at gutters, curbing and at the termini of butt joints shall be sealed with a four (4) inch wide bead of asphalt cement immediately following the completion of the surface course. The sealant shall be applied neatly and without more than one-half (1/2) inch of the sealant being visible on the vertical surface. Any extra sealant applied to the vertical surface shall be carefully and thoroughly removed by the Contractor at no additional cost.

The pavement edge around catch basins, manholes, valve chambers, etc., shall NOT be sealed after completion of surface course.

Cost of the bituminous material and/or asphalt cement is to be included in the unit price bid for Item 442, Asphalt Concrete.

Y. MEETING EXISTING PAVEMENT:

Within three (3) working days prior to the placing of the proposed surface pavement course, the Contractor shall form a butt joint as per the requirements of O.D.O.T. Std. Drawing BP-3.1.

All termini on the roads being resurfaced shall have butt joints.

All butt joints shall have a temporary asphalt wedge installed by the contractor over a wax paper type material. All butt joint wedges must be removed by the Contractor prior to the final surface course being installed.

Cuttings shall be removed from the surface as planing operations proceed and following each pass of the equipment. Before the end of each days' operations, the roadway shall be thoroughly cleaned of all material deposited on the roadway as a result of planing operations. Cleaning shall be carried out using power brooms, vacuum sweepers, or other approved methods. The asphalt millings shall become the property of the contractor.

Effective measures shall be taken to control dust, smoke and the scattering of loose material during planning and cleaning operations. At all times, manholes, catch basins and inlets shall be kept open and free of collected cuttings.

Any valves, grates, covers, frames, valve boxes, etc., damaged by the Contractors operations shall be repaired in a manner satisfactory to the Engineer and at no additional cost to the Township.

All costs involved in the forming of the butt joints shall be included in the unit prices bid for the pertinent asphalt items.

Z. MAILBOXES:

In accordance with the requirements of the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 107.10, the Contractor shall conduct his operations so as to maintain and preserve the condition of the mailbox and all appurtenances.

As directed by the Engineer, the Contractor shall be responsible for the repair and/or replacement of items damaged by the Contractor's operations.

Unless a separate pay item, i.e., Item SPL - Mailboxes Relocated, is provided, all costs involved in this operation shall be included in the prices bid for the other project items.

AA. ITEM 202 - WEARING COURSE REMOVED AND/OR ITEM 254 - PAVEMENT PLANING:

The work on this item consists of removing the existing asphalt wearing surface to the depths and limits specified on the plans or as directed by the Engineer. Removal shall be by the method of cold surface planing. The extent of removal shall in all cases be subject to revision by the Engineer during construction. **On this project, removal of the existing wear course on the streets designated shall be from curb to curb. Existing asphalt pavement should be milled down to a depth of 2 inches below the level of the new concrete gutter plate.**

In areas where proposed pavement is to meet existing pavement, the Contractors' attention is called to the requirements of the "Meeting Existing Pavement" note. Cuttings shall be removed from the surface as planing operations proceed and following each pass of the equipment. Before the end of each day's operations, the roadway shall be thoroughly cleaned of all material deposited on the roadway as a result of planing operations. Cleaning shall be carried out using power brooms, vacuum sweepers or other methods as directed by the Engineer.

Effective measures shall be taken to control dust, smoke and the scattering of loose material during planing and cleaning operations. At all times manholes, catch basins, inlets shall be kept open and free of collected cuttings.

The newly exposed surface shall be relatively smooth in profile, free of grooves, ridges, gouges, severe bumps and depressions. Where sound pavement has been gouged, torn or otherwise damaged during planing operations, the damaged areas shall be repaired in a manner satisfactory to the Engineer and at no additional cost to the Township.

Care shall be exercised during planing operations so as not to damage manhole covers, frames and grates, chambers, valves, valve boxes, etc. The Contractor shall notify the various utility companies at least forty-eight (48) hours, but not more than seven (7) days, in advance of when planing work will begin so that, if desired, their representatives may be present at the time planing work is performed to locate covers, chambers, valves, and valve boxes where necessary. Any valves, grates, covers, frames, valve boxes, etc., damaged by the Contractor's operations shall be replaced by the Contractor at his expense.

After removing the wearing course, the Contractor shall immediately clean and tack coat an area at least four feet (4') in radius around all utility castings within the removed area and place an asphalt concrete wedge, thoroughly compacted in accordance with Section 401, around the castings in the four foot (4') radius area. As an alternate method, the Contractor may choose at the time the wearing course is removed to leave a four foot (4') radius wedge of existing surface course around the utility casting to protect traffic, but the Contractor shall not be allowed to remove these wedges until the day previous to placing asphalt surfacing on the street.

Where manholes or valve chambers are within an area where wearing course is to be removed and have previously been adjusted with adjusting rings, the Contractor shall also have the option of

removing the adjustment ring. If the Contractor chooses to remove the adjusting ring, he shall reinstall the rings immediately prior to resurfacing the street. No additional compensation shall be paid for the placing of asphalt wedges, the removal and reinstallation of adjusting rings or the separate removal of existing wearing course left around the castings. These costs shall be included in the cost of removing the wearing course.

Any asphalt curb encountered within the work limits designated to be removed by the Engineer shall be included as a part of this item. Any concrete curb damaged by the Contractor's operations shall be replaced by the Contractor at his expense.

Under this pay item, the Contractor shall be responsible for the removal of the asphalt material to the required depth and **NO** additional compensation will be made for variations found in the thickness of the asphalt removed unless the Contractor can demonstrate that the thickness of asphalt removed **SUBSTANTIALLY** increased and thereby required another pass of the grinding machinery. In this regard, it shall be assumed that the machinery can, in one pass, remove six (6) inches when removing to a concrete base, or three and one half (3 1/2) inches when removing to a specified elevation.

The work to be performed under this item shall also **include** the preparation of a neat, straight joint, i.e. a butt joint, at **ALL** termini of the project.

Payment for the removal of the wearing course shall be made at the unit price bid per square yard for Item 202, Wearing Course Removed.

BB. ITEM SPL -TRACKLESS TACK COAT:

This item shall consist of applying Item SPL - Trackless Tack Coat at a rate of 0.06-0.08 Gal./Sq.Yd. as directed by the Engineer.

Application shall be in accordance with the general provisions of the *State of Ohio Department of Transportation Construction and Material Specifications*, Item 407, Tack Coat. Any questions regarding this should be directed to the Engineer.

The tack coat shall be evenly distributed by a spray bar to the pavement in such a manner as to cover the pavement uniformly. Over spray on curbs, adjoining pavements and other roadside facilities shall not be tolerated and the Contractor shall be responsible for clean-up of any areas or facilities receiving overspray.

Payment for this item shall be made at the unit bid price per square yard for Item SPL, Trackless Tack Coat.

CC. ITEM 604 - MANHOLES/CATCH BASINS ADJUSTED/RECONSTRUCTED TO GRADE:

Special Note: All manholes are to be adjusted from the leveling course to insure a more accurate final grade.

The work to be done under these items is detailed as follows:

Where Sanitary or Combination sewer manholes are to be adjusted to final pavement grade using shim rings, the shim rings shall be provided by MSD and installed by the Contractor. This item shall include labor cost only (materials - \$0.00) and is to be in conformance with City of Cincinnati Drawing Acc. No. 49058. The labor cost shall include the costs of picking up said rings at the MSD storage yard, hauling said rings to the site, and installing said rings at the required location. Payment for this work shall be made at the unit price bid for Item 604, Sanitary Manhole Adj. to Grade (Shim Ring by MSD).

Where Storm manholes are to be adjusted to final pavement using shim rings, shim rings of the proper dimensions shall be provided by and installed by the Contractor in conformance with City of Cincinnati Drawing Acc. No. 49058. The shim rings to be used in these adjustments shall be obtained from Neenah Foundry Company (513/621-6735), Andrews Metal Products (216/744- 3900) or shall be an Approved Equal. Payment for this work shall be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Ring).

Where Sanitary or Storm Sewer manholes are to be adjusted more than three inches (3") above the elevation of the original casting, the Contractor shall carefully remove the existing ring(s) and casting and adjust the manhole to final pavement grade by using brick and mortar, in conformance with City of Cincinnati Drawing Acc. No. 49058. For Sanitary or Combination sewers, the Contractor shall obtain all necessary new castings from MSD and the Contractor shall deliver all existing shim rings from these manholes to MSD. For Storm Sewers, the Contractor shall provide new castings as necessary and shall store the existing shim rings on the project site for pickup by Springfield Township Maintenance crews. Payment for this work shall be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Brick & Mortar) or Item 604, Sanitary Manhole Adj. to Grade (Brick & Mortar).

Where Catch Basins or Inlets, (either single or double) are to be adjusted to final pavement grade using shim rings, shim rings of the proper dimensions shall be provided by the Township but installed by the Contractor just prior to resurfacing.

Where Catch Basins or Inlets are to be adjusted more than three inches (3") above the elevation of the original frame, the Contractor shall carefully remove the existing rings and frame and adjust the catch basin/inlet to grade by using brick and mortar. Existing rings previously used to adjust the catch basins shall be stored on the project site for pickup by Springfield Township

Maintenance crews. Payment for this work shall be made at the unit price bid per each for Item 604, Catch Basin Adj. to Grade (Brick & Mortar).

As directed in the field by the Engineer, the Contractor shall, after adjusting the catch basin to grade, tuck point with concrete the area between the curb casting and the basin back wall. There shall be no separate pay item for this work and cost of said work shall be included in the above items.

DD. ITEM 604 - MANHOLES RECONSTRUCTED TO GRADE:

Where Sanitary manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manholes shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058. New castings, if needed, will be provided by MSD from the storage yard at 225 West Galbraith Road. Payment for this work shall be made at the unit price bid per each for Item 604, Sanitary Manhole Reconstructed to Grade.

Where storm manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manhole shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058. New castings, if needed, will be provided by the Contractor. Payment for this work shall be made at the unit price bid per each for Item 604, Storm Manhole Reconstructed to Grade.

EE. ITEM 604 - WATER VALVE CHAMBER ADJUSTED TO GRADE:

The method of adjusting water valve chambers to grade shall be determined by the Engineer. Normally the adjustment shall be made by means of an adjusting ring.

Rings for adjusting water valve chambers to grade shall be **FURNISHED BY THE CONTRACTOR.**

In event of the following, the Contractor shall adjust the castings to the proposed finished grade, using brick masonry.

1. The chamber casting has previously been adjusted with an adjustment ring.
2. The chamber is located within an area of pavement to be removed and replaced.
3. The rings are not available or the rings on hand are not of proper size.

The Contractor shall notify the Cincinnati Water Works two (2) days prior to the start of the construction.

Replacement of castings broken and/or needing replacement due to no fault of the Contractor shall be furnished by the City of Cincinnati Water Works ("C.W.W.") and shall be obtained by the Contractor at C.W.W. Salvaged existing castings shall be delivered to C.W.W. The cost of hauling castings shall be included in the unit bid for this item.

Payment for water valve chamber adjustments shall be made at the unit price bid for either Item 604, Water Valve Chamber Adjusted to Grade with Brick & Masonry or Item 604, Water Valve Chamber Adjusted to Grade with Ring.

FF. ITEM 614 - MAINTAINING TRAFFIC:

The Contractor shall maintain traffic through the project at all times. The Contractor shall adequately mark, through the use of barrels, flashing lights, portable gates and/or other devices approved by the Engineer, the limits of the project area and those areas of the site which are under construction. This is to include "Road Work Ahead" signs or suitable equivalent, placed far enough in advance of the construction area so an alternate route may be used if available.

The Contractor shall post streets (No Parking Tomorrow) or equivalent at least twenty-four (24) hours in advance of resurfacing and/or removal and repair of concrete curb and gutter.

Payment for maintaining traffic shall be included in the unit bid prices for item 614 Maintaining Traffic.

GG. ITEM 608 - CONCRETE WALKS AND CURB RAMPS:

Excavation, forming, placing, finishing, and curing shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 608.03. The final surface texture shall be rougher than that of the adjacent walk and obtained by coarse brooming or other method approved by the Engineer to obtain striations transverse to the ramp slopes.

HH. METHOD OF MEASUREMENT:

Walks shall be measured by the square foot of finished surface complete in place.

Curb ramps in new concrete walk will be measured as the number of each complete and shall include the cost of any additional materials, grading, forming and finishing not included in the new walk which is measured through the curb ramp area. Curb ramps in existing walk will be measured as the number of each complete and the square foot total of finished surface paid for as Item 608 concrete walk.

II. BASIS OF PAYMENT:

The accepted quantities of specific items of walks and ramps will be paid at the contract prices designated for each of the pay items listed. Excavation, backfill, base material, reinforcing steel, expansion joint material and other related miscellaneous items will not be paid for separately, but the cost thereof shall be included in the cost of the walks or curb ramps of which they are a part.

Payment will be made under:

<u>Item</u>	<u>Unit</u>	<u>Description</u>
608	Square foot	Concrete walk
608	Each	Curb ramps

JJ. ITEM 609 - CONCRETE CURB REPLACEMENT:

This item shall include all labor, equipment and material necessary to saw cut, remove and dispose of existing curb, construct the replacement curb (**with ODOT QCI Concrete**), and restore the adjacent grass areas with topsoil and seed. This shall include cleaning the street after the sawing operation (after each 750 to 1000 lineal feet) so as to remove all of the concrete dust/water mix that results from the saw cutting operation. Saw cuts will be of sufficient depth to prevent the fracture of adjacent curb and gutter that is to remain in place. Replacement of curb and gutter removed beyond the limits marked or fractures by the Contractor's operations will be at the Contractor's expense.

The replacement curb shall, in general, match the existing curb as to line but the elevation will be raised 1 inch on all roads within the project area. However, the Contractor shall grade the new curb so as to drain in conformance with the drainage patterns of the street.

Existing contraction joint pattern shall be maintained, but the maximum spacing between contraction joints shall be ten (10) feet. Expansion joints shall be constructed on a maximum spacing of thirty (30) feet. Where replacement curb begins or ends at the existing expansion joint, the Contractor shall install new expansion joint material, the cost of which is to be included in the unit price bid for the curb replacement.

Finish of the replacement curb shall be a light brush finish.

The Contractor shall note that the concrete curb details as shown on the plans may be modified by the Engineer in the field in order to properly match the various dimensions of the existing curb, which is to be removed.

This work shall also include the full restoration of all turf and paved areas disturbed by the removal and replacement operations and may include backfilling with topsoil, seeding and mulching and/or sodding in accordance with the *State of Ohio Department of Transportation Construction and Material Specifications*, Sections 659 and 660.

Dowel bars, as specified in *State of Ohio Department of Transportation Construction and Material Specifications*, Section 709.13 shall be installed to tie the new curb and/or curb and gutter horizontally to existing curb, curb and gutter or pavement. The cost of dowel bars and installation thereof shall be included in the unit price bid for the curb and/or curb and gutter replacement item.

All pipes, downspouts, or drains encountered in the removal and replacement of curb and/or curb and gutter shall be maintained, kept clear of obstruction and shall be restored and/or replaced through the new curb. Whenever a new pipe is to be used to replace a broken or damaged section of pipe it is required that the new pipe be joined to the old pipe with a butt joint, using a fernco or other approved type of union connector to insure a tight connection. New pipe shall be Schedule 40 PVC minimum. New pipe shall not be inserted into old pipe thereby creating a flow obstruction.

Any cracks that develop in the new concrete curb within one year of project completion will be cleaned and sealed with a polyurethane sealant intended for use on concrete and approved by the Engineer.

Curb may not be poured on soft sub-grade. Sub-grade material deemed too soft by the Engineer shall be removed by the Contractor and replaced with suitable granular material (also by the Contractor). Payment for this work shall be under Pavement Repair.

Any "filler" material placed between the new curb and gutter and the existing pavement must cure to a hard surface free of loose material so as to facilitate bonding with the new hot mix asphalt material.

The curb on this project is to be replaced in a 28-inch section (from back of curb to front of curb plate), full length on all streets. Payment for the above work shall be made at the unit price bid per linear foot for Item 609 - Concrete Curb and Gutter Replacement.

KK. ITEM 604- CATCH BASINS REBUILT:

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. The work shall consist of careful removal and cleaning of curb plate and basin frame and grates. Remove basin structure and floor of structure to allow for 4 inches of class C concrete floor (below pipe flow line). Rebuild with concrete block and mortar to expected finished grade, re-using old curb plate and basin frame and grates whenever possible. Plaster inside walls of catch basin to cover all holes, voids, and provides a smooth inner surface with a 1/4 to 3/8 inch coating of masonry cement suitable for below grade work. Payment for this item will include labor and materials necessary for the complete removal and replacement of catch basin including any I-beams that need to be replaced.

LL. ITEM 604- CATCH BASIN PARTIAL REPAIRS:

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. This item consists of careful removal and cleaning of existing curb plate and basin frame and grates. Removal and replacement with up to four vertical rows of concrete block. Re-installation of old curb plate, basin frame and grates to expected finish grade. Plaster inside walls of catch basin to cover all holes, voids, and provide a smooth inner surface with a 1/4 to 3/8 inch coating of masonry cement suitable for below grade

work. Payment for this item will include all labor and materials necessary for removal and replacement of up to four rows of concrete block and plastering of basin walls catch basin and shall include any I-beams that need to be replaced.

MM. ITEM 604- CATCH BASIN COMPLETE REPAIR:

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. This item consists of careful removal and cleaning of existing curb plate and basin frame and grates. Removal and replacement of five or more vertical rows of concrete block, not to include removal of floor of basin. Re-installation of old curb plate, basin frame and grates to expected finish grade. Plaster inside walls of catch basin to cover all holes, voids, and provide a smooth inner surface with a 1/4 to 3/8 inch coating of masonry cement suitable for below grade work.

Payment for this item will include all labor and materials necessary for removal and replacement of five or more rows of concrete block and plastering of basin walls catch basin and shall include any I-beams that need to be replaced.

Note: Basin repairs may only be performed on one side of the street at a time to prevent needless additional impediments to traffic.

NN. ITEM 604-POST REPAIR, CURB PLATE ADJUSTMENT

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. Carefully remove and clean curb plate, pour new curb plate side support posts, replace up to two rows of loose concrete block (supporting back of curb plate), re-install curb plate and pour concrete over back of curb plate to provide anchoring, leaving enough room for topsoil, seed and straw. Plaster inside walls of catch basin to cover all holes, voids, and provide a smooth inner surface with a 1/4 to 3/8 inch coating of masonry cement suitable for below grade work. Payment for this item will include all labor and materials necessary for completion of the work described as Item 604 Post Repair, Curb Plate Adjustment.

00. ITEM 604-REPLASTER, TUCK POINT, PATCH FLOORS IN CATCH BASINS

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 604. Remove loose plaster from inside walls and floor of catch basin. Tuck point and replaster inside walls and floor of catch basin to cover all holes, voids, and provide a smooth inner surface with a 1/4 to 3/8 inch coating of masonry cement suitable for below grade work. Payment for this item will include all labor and materials necessary to replaster catch basin inner walls.

PP. ITEM SPL - BUTT JOINT:

All butt joints shall have a temporary asphalt wedge installed by the Contractor over a wax paper type material. All butt joint wedges must be removed by the Contractor prior to the final surface course being installed.

QQ. ITEM 253- PAVEMENT REPAIR:

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 253. Areas will be marked in the field to identify locations for pavement repair. Depth of pavement repair will be determined by the Engineer in the field. Keep in mind that this is a combination pavement (asphalt over concrete). Pavement Repair will be paid by the cubic yard.

RR. ITEM SPL- CONTINGENCY:

A contingency amount is included on the Bid Tabulation forms. The Engineer will use this amount to cover changes to or additions of work directly relevant to the completion of the work in the Contract. The Engineer will issue a Change Order per the Contract for any and all work to be compensated utilizing the Contingency amount prior to the commencement of the work.

The Contingency amount will be available throughout the Contract and will be authorized through the required Change Order(s), but will only be dispensed if and when the need arises. If some, or all, of the Contingency amount is not expended during the Contract, the remaining Contingency amount will accrue to Springfield Township and **NOT** to the Contractor.

SS. ITEM SPL - PROVIDE AND INSTALL CATCH BASIN GRATES

Contractor is to provide and install (replacing catch basin grates that are currently in place), new vane type catch basin grates such as Neenah 3288-3001 Type L, East Jordan Iron Works 7350M3 Vane, or approved equal. Upon removal, existing grates are to be placed in the grassy strip behind the curb for pick up by Township crews. The grates that have been replaced are the property of Springfield Township. Payment for this item shall be per unit provided and installed. Payment for this item includes removal of existing grate and pick up, delivery, and installation of new grate.

TT. ITEM 605 - CONSTRUCTION OF UNDERDRAIN

This item and all materials shall conform to the *State of Ohio Department of Transportation Construction and Material Specifications*, Section 605. Location for underdrain will be determined by the Engineer. A minimum of Schedule 35 PVC Pipe (Perforated) will be used for construction of the underdrain. Payment will include all labor and materials necessary to construct the underdrain.

BID PROPOSAL COMPLIANCE CHECKLIST

THIS COMPLIANCE CHECKLIST IS PROVIDED FOR THE CONVENIENCE AND REFERENCE OF BIDDERS. HOWEVER, THE PROVISION OF THIS CHECKLIST DOES NOT OBVIATE BIDDERS' RESPONSIBILITY TO DETERMINE FOR THEMSELVES THE INFORMATION AND FORMS WHICH ARE REQUIRED FOR SUBMISSION AND THE TIMING FOR SUBMITTING SUCH ITEMS. BIDDERS EXPRESSLY ACKNOWLEDGE THAT THE TOWNSHIP'S FAILURE TO LIST ANY REQUIRED SUBMISSION ITEMS SHALL NOT BE AN EXCUSE FOR ANY FAILURE TO SUPPLY SUCH ITEM AS REQUIRED BY THE BID PROPOSAL PACKET.

In order to ensure that items required for submission with the Bid Proposal are included, Bidders must complete the following Checklist by "checking" all items which have been submitted. Upon completion, all items in the Mandatory Submission Items For All Bidders -- Submitted Prior To Bid Opening Category must be "checked," indicating that they have been properly submitted with the Bid Proposal prior to Bid Opening.

I. MANDATORY SUBMISSION ITEMS FOR ALL BIDDERS -- SUBMITTED PRIOR TO BID OPENING:

The following items are required to be submitted with this Bid Proposal. Failure to include any of the listed items may result in the rejection of the Bid Proposal in its entirety.

- Responsible Bidder Information Form
- Bidder Acknowledgment Form.
- Bid Guaranty Bond in the Amount of 100 % of the Bid Amount Including Related Financial Statement and Power of Attorney Forms or Bid Security in the form of a Certified Check, Cashier's Check or Money Order in the amount of 10% of the Bid Amount
- Certification indicating Pre-qualification by O.D.O.T. as an asphalt paving contractor.
- Official Bid Tabulation- Single Project Bid Kirkland Dr., Burgundy Ln., Colette Ln., Rehabilitation Project
- Official Bid Tabulation- Single Project Bid Alternate No. 1 Springdew Drive & Butterfly Court

II. MANDATORY SUBMISSION ITEMS FOR SUCCESSFUL BIDDER SUBMITTED WITHIN TEN (10) DAYS AFTER MAILING OF NOTICE OF AWARD OF CONTRACT:

The following items are required to be submitted by the Successful Bidder within ten (10) days of the mailing of the Notice of Award of Contract. Failure to submit any of the listed items may result in the rejection of the Bid Proposal in its entirety.

- Performance Bond Including Related Financial Statement
- Certificate of Insurance showing liability insurance in the amount of one million dollars and bodily injury in the amount of one million dollars, and umbrella/excess insurance in the amount of not less than two million dollars.
- Official certificate of the Ohio Industrial Commission indicating that the premium required under the Ohio Workers Compensation Act has been paid.
- Contractors Statement as to Delinquent Taxes form.

BIDDER ACKNOWLEDGMENT FORM

The undersigned hereby attests that the information provided to the Springfield Township Board of Trustees pertaining to the bid for the resurfacing project is true and accurate to the best of his/her knowledge, that he/she has read and understands the conditions of bidding and the equipment, material, and specifications provided, and has complied with those conditions and tailored his/her bids exclusively to the specifications provided. The undersigned understands that the Board of Trustees reserves the right to exclusively determine which, if any, phase or alternate of the proposed project to complete, the right to reject any and all bids, to accept the bid which it deems in the best interest of Springfield Township, even if it is not the lowest, to waive any formalities or irregularities in bidding, or to advertise for new bids if in its judgment the best interests of the Township will be promoted thereby. The undersigned further understands that he/she may not change, alter, modify or withdraw his/her bid, except as expressly permitted by law, for a period of sixty (60) days after the opening of the bids and that his/her bid is binding upon him/her during that period of time.

Signature

Printed or Typed Name

Company Name

Title of Individual Signing

Date

SAMPLE AGREEMENT

This Agreement is made this ____ day of _____ 2025, by and between _____ ("Contractor") whose address is _____, and the Board of Trustees of Springfield Township ("Springfield Township" or "the Township") whose address is 9150 Winton Road, Cincinnati, Ohio 45231.

Contractor is a company which is in the business of general road construction. Contractor furnishes the labor, equipment and material necessary to perform road construction, road resurfacing, and road repair.

Springfield Township is the owner of various streets in the Township which require grinding of old pavement, resurfacing with asphalt concrete, and replacement of concrete curbs and gutters.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Article I Contract Documents

1. The Contract Documents governing this Agreement are as follows:
 - a. Notice to Bidders (As advertised in *The Cincinnati Enquirer* and as contained in the Bid Proposal Packets);
 - b. Bid Proposal Packet;
 - c. OPWC Proposal Notes;
 - d. Responsible Bidder Information Sheet (Completed by Contractor);
 - e. Bidder Acknowledgment Form (Completed by Contractor);
 - f. Prevailing Wage Rate Materials for Hamilton County, Ohio;
 - g. Official Bid Tabulation -- Single Project Bid Tally Sheets (2 in total) (Completed by Contractor)
 - h. Ohio Department of Transportation Certificate of Qualification;
 - i. Bid Guaranty Bond;
 - J. Certified Power of Attorney;
 - k. Ohio Industrial Commission Certificate indicating payment of Workers' Compensation Premium;
 - I. Contractor's Statement as to Delinquent Taxes; and
 - m. Certificate of Liability Insurance.

Article II
Professional Standards and Contractor Responsibilities

2. Contractor agrees to furnish the services of its organization, to exert its best efforts, and to exercise the highest degree of professional skill and competence in performing all work specified in the Contract Documents designated in Paragraph 1 of this Agreement and as to any additional work required by Springfield Township and accepted by Contractor.
3. Contractor agrees to furnish all tools, equipment, labor and materials necessary to complete the work identified in the bid specifications and to perform all work incidental thereto, as described, detailed, and specified in the Contract Documents designated in Paragraph one of this Agreement.
4. Contractor agrees to provide all tools, equipment, labor and material in the manner and according to the specifications contained in the Contract Documents designated in Paragraph one of this Agreement.

Article III
Estimated Quantities

5. The estimated quantities upon which Contractors proposal was based are *approximate only*. During the term of this Agreement, and at the option of the Township, the estimated quantities for the Project may be increased, decreased, or non-performed as conditions dictate. Contractor shall not be entitled to any claim for loss of profits or other damages should the actual quantities of any or all items be greater than or less than the estimated quantities stated in the Bid Proposal Packet.

Article IV
Date of Commencement and Completion Requirements

6. Unless an extension of the commencement date is granted in writing by the Township, Contractor shall begin work on **March 23, 2026** or within twenty-one (21) days of the date established by the Township and provided to the Contractor in writing.
7. After the execution of this Agreement by both parties but prior to the commencement of any work, Contractor shall attend a pre-construction meeting at the time and date designated by the Township.
8. Contractor shall achieve one hundred percent (100%) completion of the work specified in the Contract Documents designated in Paragraph 1 of this Agreement not later than **September 15, 2026**.

Article V
Liquidated Damages for Failure to Complete Work on Time

9. If, for reasons beyond the Contractor's control, a winter shutdown is necessitated, the Contractor must make a request to the Township for the shutdown and coordinate any permitted shutdown with the Township to ensure that nothing is disturbed that cannot be restored prior to the shutdown. In the event of a shutdown, there will be no additional payment for remobilization when work resumes.
10. If Contractor neglects, fails, or refuses to complete the work specified in the Contract Documents designated in Paragraph 1 of this Agreement within the time specified herein, or fails to secure an extension of time from the Township, then Contractor agrees, as part consideration for awarding this Agreement, to pay the Township five hundred dollars (\$500.00) per day, not as a penalty, but as liquidated damages for such breach after the time stipulated herein for completing work designated in the Contract Documents.
11. If Contractor neglects, fails, or refuses to complete the work specified in the Contract Documents designated in Paragraph 1 of this Agreement within the time specified herein, or fails to secure an extension of time from the Township, then Contractor agrees, as part consideration for awarding this Agreement, that the Township shall keep a record of all expenditures for inspection, supervision, engineering and administration after the end of the allotted time and shall deduct that amount from the final payment made to Contractor.

Article VI
Performance Bond and One-Year Maintenance Guarantee

12. Contractor shall furnish to the Township a performance bond in the amount of one hundred percent (100%) of the total contract price indemnifying the Township against damages that may be suffered due to Contractor's failure to perform this Agreement according to its provisions and in accordance with the specifications designated in the Contract Documents outlined in Paragraph 1 of this Agreement.
13. Contractor agrees to guarantee the quality of its materials, workmanship, and results from any defects for a period of one (1) year after completion and payment of the full contract price. During that one-year period and pursuant to this guarantee, Contractor, at the request of the Township, will repair or replace any or all portion(s) of its work or materials determined by the Township to be defective.

Article VII
Insurance Required

14. In addition to the complete and adequate workers' compensation insurance required by other provisions of this Agreement, the Contractor shall carry and maintain for a period of two (2) years after final completion of this Project:

- a. Business automobile liability insurance (including owner, non-owned, and hired vehicles) in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
 - b. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for destruction of, or damage to, property arising out of or in connection with any operation under this Contract, whether such operations be made by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by any subcontractor under him. All such insurance shall be written with a limit of liability of not less than \$1,000,000.00 combined single limit for all damages arising out of bodily injury, including death, at any time resulting therefrom, and all damages arising out of injury or destruction of property, including the property of Springfield Township during the policy period.
 - c. Umbrella/Excess Insurance written with a limit of liability of not less than \$2,000,000.00 combined single limit for all damages arising out of bodily injury, including death, at any time resulting therefrom, and all damages arising out of injury or destruction of property, including the property of Springfield Township during the policy period and which shall be in addition and supplemental to all insurance coverages listed in this Article.
 - d. Property Insurance issued to the Contractor and protecting him from all claims for destruction of, or damage to, materials owned by the Township and stored on Contractor's business premises or other storage facility of the Contractor. All such insurance shall be written with a limit of liability of not less than \$1,000,000.00 combined single limit for all damages arising out of injury or destruction of property, including the property of Springfield Township during the policy period.
15. All insurance must be procured from a company or companies that are authorized to do business within the state of Ohio.
 16. Within ten (10) days of the Notice of Award of Contract, the Township shall receive a certificate of insurance indicating the above insurance policies are in force.
 17. The Township's acceptance of any certificate of insurance evidencing Contractor's insurance coverage and limits does not constitute approval or agreement by the Township that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Agreement. Failure of the Township to demand such a certificate or other evidence of full compliance with these requirements or failure of the Township to identify a deficiency from the documentation or other evidence provided to it shall not be construed as a waiver of the Contractor's obligations to maintain insurance in the types and amounts detailed in this Agreement.

18. If any of the Contractor's liability coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Agreement and the termination date of the policy or applicable extended reporting period shall be no earlier than two (2) years after the termination date of the Project.
19. All insurance costs shall be paid by the Contractor and the required coverage and amounts shall be maintained without interruption during the entire term of this Agreement and for two (2) years after final completion of this Project. In addition, the Township's property insurance requires a minimum deductible of \$2,500.00 which deductible shall be paid by the Contractor in the event of loss.
20. The Contractor understands and agrees that it is required to ensure that every subcontractor retained or otherwise employed by the Contractor to perform services under this Agreement complies with the insurance requirements of this Article.
21. If Contractor sublets/subcontracts any portion of the work to be performed under this Agreement, Contractor shall be responsible for guaranteeing that the subcontracted work is covered by insurance equal to or greater than that required of the Contractor by this Agreement.
22. If any insurance required by this Article is to be issued or renewed on a claims-made form, as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project.
23. All insurance costs shall be paid by Contractor and the required coverage and amounts shall be maintained without interruption during the entire term of this Agreement.

Article VIII
Township Duties And Responsibilities

24. The Township shall pay Contractor for Contractor's performance under this Agreement a Contract Sum based upon the unit prices for labor and materials submitted by Contractor on its Official Bid Tabulation Forms. A copy of these Forms is attached hereto as Exhibit A. Based upon the current estimated number of units for this Project, the Township agrees to pay to Contractor a Contract Sum of _____ { \$_____ This Contract Sum shall be decreased in the event that the units required by the Township are decreased, and increased in the event that the units required by the Township are increased. In either event, Contractor shall not be entitled to any claim or loss of profits or other damages should the actual units be greater or less than the current estimated number of units for the Project. The Contract Sum due under this Agreement shall be paid to Contractor pursuant to Paragraphs 25, 26, and/or 27 of this Agreement.
25. Payment of the Contract Sum designated above may be made either via Progress Payments requested at the completion of major portions of work or via a lump sum payment at the

conclusion of the work.

26. Requests for payment must be made as follows:

a) **Application:**

Applications for payment shall be submitted by the Contractor to the Township Finance Director, Kim Cox, at 9150 Winton Road, Cincinnati, Ohio 45231. Each application for payment shall only request payment for labor completed and materials incorporated since the prior request for payment, if any, was submitted.

Applications for payment shall be made on a notarized AJA Document 0702 form, or such other form or forms, if any, required by the Township and shall include complete releases of all claims of Contractor, all subcontractors and suppliers of either material or labor relating to the work for which payment is requested as well as all required prevailing wage documentation. The Township Director of Public Works will review the application for approval and, if it is approved, submit the application to the Township Prevailing Wage Coordinator for a determination that the prevailing wage requirements have been satisfied.

Applications for payment for materials shall indicate whether the materials have been incorporated into the Project or whether they are being stored in Contractor's facilities. Applications for Payment for materials which are merely stored in Contractor's facilities shall include proof, satisfactory to the Township, that the materials have been fully paid for and are adequately protected and insured against loss and damage. Applications for Payment shall contain an affidavit showing amounts owed to subcontractors and suppliers as well as all documentation required to evidence that the Contractor is complying with the prevailing wage requirements of this Agreement.

Applications for payment for materials, equipment, and labor related to Alternate No. 1 may not be combined with applications from payment with other portions of the project and must be submitted separately.

Each Application for Payment shall only request payment for labor completed and materials incorporated since the prior request for payment was submitted.

No more than one Application for Payment may be submitted per calendar month.

Failure to provide all of the information requested by the Township may result in rejection of the Application. Rejected Applications for Payment will be returned to Contractor by regular United States Mail, postage prepaid, within twenty-four (24) hours of being rejected. Contractor may resubmit a revised Application for Payment to the Township at any time. At its sole discretion, and in lieu of the above rejection methodology, Springfield Township may notify the Contractor of, and remedy, defective and/or incomplete Applications for Payment by alternative means such as

telephone communications with Contractor and/or facsimile or email transmission of defective/incomplete Applications without mailing.

ALL APPLICATIONS FOR PAYMENT MUST BE SUBMITTED PRIOR TO NOVEMBER 30, 2026. THE TOWNSHIP WILL NOT ACCEPT ANY APPLICATIONS FOR PAYMENT BETWEEN DECEMBER 1, 2026 AND JANUARY 1, 2027.

b) **Determination:**

This Project is jointly funded by Springfield Township and the Ohio Public Works Commission ("OPWC. The timing and final determination of each Progress Payment for which the OPWC is responsible shall be made by that agency. Springfield Township makes no representation as to the timing of those payments.

Payments shall be paid pursuant to the following procedure. Within five (5) business days of receiving a completed Application for Payment for Work, the Township Director of Public Works shall review the Application for approval and shall determine whether the work for which payment has been requested has been completed in compliance with the specifications and requirements contained in the Contract Documents designated in Paragraph 1 of this Agreement, all subcontractors and suppliers have been paid for the materials and labor utilized to complete the portions of the work itemized and paid for as a result of prior Applications for Payment for Work, and whether any reason exists not to pay the amount requested by Contractor. Upon making such determination in the affirmative, the Township Director of Public Works shall submit the Application to the Township Prevailing Wage Coordinator for a determination that the prevailing wage requirements have been satisfied. After it is determined that the prevailing wage requirements have been satisfied, the Township Director of Public Works shall forward the request for payment to the Township Finance Director. The Township Finance Director will deduct the required amount to be retained per subsection c of this paragraph, shall pay the portion of the Payment Application for which the Township is responsible, and will forward the approved request to the Ohio Public Works Commission for direct payment of the portion of the Payment Application for which it is responsible. The Ohio Public Works Commission shall tender payment according to its own terms and timing.

c) **Retainage Requirements:**

i) **Retainage:**

The amount retained (withheld from payment) for labor and material costs shall be eight percent (8%). Upon reaching fifty percent (50%) completion of the entire work outlined in the Contract Documents designated in Paragraph 1 of this Agreement, the amount retained will be reduced to zero percent (0%). However, the amount previously retained will remain withheld from payment

until the entire work is completed and retainages are released pursuant to Paragraph 26(c)(iii) of this Agreement.

ii) **Escrow Account:**

No Escrow Account will be established as the retainage required by this Agreement will be achieved through Contractor deduction of the retainage amount from its Payment Application.

iii) **Substantial Completion:**

Upon Substantial Completion, acceptance of the entire work by the Township Director of Public Works, delivery by Contractor to Springfield Township of complete releases of all claims of Contractor, all subcontractors and suppliers of either material or labor, and determination by the Township that no reason exists to withhold payment of the retainage amount, the Township will authorize the payment of the retainage amount to Contractor, withholding only that amount necessary to assure completion. Springfield Township makes no representation as to the timing of the payment of the retainage amounts.

For purposes of this Agreement, Substantial Completion shall mean completion of at least ninety-five percent (95%) of the work specified in the Contract Documents designated in Paragraph of this Agreement and any additional work requested by Springfield Township and accepted by Contractor.

d) **Prompt Payment of Subcontractors and Suppliers:**

Upon receipt of payment, Contractor shall promptly pay each subcontractor and each supplier, out of the amount paid to the Contractor, the amount to which each subcontractor is entitled, which amounts are listed in the affidavit submitted by Contractor with the Application for Payment for Work. After payment, but prior to or contemporaneously with, Contractor's next Application for Payment for Work, Contractor shall obtain and submit to the Township complete releases of all claims of subcontractors and suppliers of either material or labor relating to the Work itemized in, included in, and paid for as a result of, the prior Application for Payment for Work.

Failure to obtain and submit complete releases from each subcontractor or supplier for all claims related to Work which was included in prior Application(s) for Payment for Work shall be grounds for delaying the payment of, or refusing to pay a portion or the entire amount of, Contractor's subsequent Application(s) for Payment for Work.

27. The interest rate to be applied to any payments due and unpaid under this Agreement shall be determined in accordance with Section 153.14 of the Ohio Revised Code.

Article IX
Changes in the Project

28. Changes in the Project consisting of additions, deletions or other revisions may be accomplished after execution of this Agreement, without invalidating this Agreement. Changes in the Project resulting from additions to the work requested by the Township shall be performed by Contractor, if mutually agreed in writing. Except for changes due to the fault of the Contractor, Changes in the Project representing additional work, accepted by the Township, shall entitle the Contractor to an adjustment in compensation as outlined in this Agreement. Changes in the Project resulting from deletions from the Work shall result in a credit to the Township in the amount which was originally charged by the Contractor for the Work. Deductions from the credit amount for potential profit from the Work shall not be made unless such deduction is agreed to in writing by the Township.
29. The increase or decrease in compensation due the Contractor as a result of Changes in the Project shall be determined, where possible, by unit prices stated in the bidding documents. If no unit prices were stated in the bidding documents or if unit prices cannot be used to determine the increase or decrease in compensation, additional or reduced compensation shall be determined in one or more of the following ways:
- a) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b) By unit prices mutually agreed upon;
 - c) By mutual acceptance of a fixed or percentage fee; or
 - d) On the basis of a standard hourly rate.
30. Changes in the Project due to the fault of Contractor shall be performed by Contractor at no cost to the Township.
31. Requests for Changes in the Project shall be submitted to the Township. All requests for Changes in the Project shall include a detailed breakdown for labor and materials and shall be in the form required by the Township.

Article X
Domestic Steel Requirement

32. Domestic steel use requirements as specified in Section 153.001 of the Ohio Revised Code apply to this Project. Copies of Section 153.001 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.

**Article XI
Prevailing Wage**

- 33. Contractor agrees to comply with the prevailing wage rates on public improvements in Hamilton County, Ohio as ascertained by the Ohio Bureau of Employment Services, Wage and Hour Division.
- 34. Noncompliance with this prevailing wage requirement may result in sanctions, termination of this Agreement for default, and debarment or suspension from future Township-funded projects.

**Article XII
Compliance with Applicable Statutes, Ordinances, and Regulations**

- 35. In addition to providing all tools, equipment, labor and material in the manner and according to the specifications contained in the Contract Documents designated in Paragraph 1 of this Agreement, Contractor agrees to comply with all applicable federal, state, county, and township statutes, ordinances, regulations, and resolutions.
- 36. At all times during the term of this Agreement, Contractor shall comply with Ohio Revised Code Section 153.59 by ensuring that Contractor and/or any person acting on its behalf does not discriminate in its hiring practices by reason of race, creed, gender, handicap, national origin, ancestry, or color. Contractor shall further comply with Ohio Revised Code Section 153.59 by ensuring that Contractor and/or any person acting on its behalf does not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, gender, handicap, national origin, ancestry, or color.
- 37. At all times during the term of this Agreement, Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission pursuant to Ohio Revised Code Chapter 4123 promptly when due or shall elect to pay compensation directly and contribute to the surplus of the fund as required by law. Contractor agrees to fully indemnify and hold the Township harmless against any liability or loss occasioned by reason of a breach of this paragraph. This paragraph is binding on all contractors and subcontractors hired by Contractor that perform work under this Agreement and such compliance is warranted by Contractor. The Township may require Contractor to provide a Certificate of Compliance from the Industrial Commission. If such certificate is required, the failure to provide the certificate to the Township is a breach of this Agreement and grounds for immediate termination of the Agreement.
- 38. At all times during the term of this Agreement, Contractor shall comply with all applicable Ohio Safety and Health Administration (OSHA) regulations.
- 39. At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and township statutes, regulations, ordinances, and resolutions pertaining to a drug-free workplace.

Article XIII
Hold Harmless

40. Contractor shall indemnify and hold the Township harmless from any and all losses, claims, demands, damages, suits or causes of action by any person, firm, association, corporation or governmental entity arising out of or connected in any way with the services performed pursuant to this Agreement and/or the negligence, recklessness, gross negligence or willful misconduct on the part of Contractor, its agents, or employees.

Article XIV
Waiver

41. The failure of the Township to insist in any one or more instances upon strict compliance with any of the provisions of this Agreement or the Contract Documents designated in Paragraph I of this Agreement shall not be construed as a waiver or relinquishment of the Township's right to thereafter require strict compliance.

Article XV
Termination of Agreement for Cause

42. In addition to termination as provided in other portions of this Agreement, this Agreement may be terminated by Township at any time without notice upon the occurrence of one or more of the following events:
- a) In the event Contractor shall be guilty of fraud, dishonesty, or other acts of misconduct in the rendering of professional services; or
 - b) In the event Contractor shall fail or refuse to faithfully or diligently perform the work required by this Agreement; or
 - c) Bankruptcy or insolvency of Contractor;
 - d) Assignment of this Agreement by Contractor without the prior written consent of the Township; or
 - e) Failure of Contractor to obtain insurance required by this Agreement.

Article XVI
Continuing the Work

43. Contractor shall carry on the work and adhere to the completion dates established in this Agreement during all disputes or disagreements with Township. No work shall be delayed or postponed pending resolution of any disputes except as Contractor and Township may otherwise agree in writing.

Article XVII
Governing Law

44. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, and all obligations of the parties created under this Agreement are performable in Hamilton County, Ohio. Any suits, claims, or causes of action brought to enforce the terms of this Agreement or related to the subject of this Agreement in any way shall be brought in the courts of Hamilton County, Ohio.

Article XVIII
Parties Bound

45. This Agreement shall be binding on and inure to the benefit of the parties and their legal successors, if any.
46. This Agreement and the rights, privileges, or duties created hereunder shall not be assigned by either party without the prior written consent of the other party.

Article XIX
Legal Construction

47. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Article XX
Complete Agreement/Prior Agreements Superseded

48. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

Article XXI
Notices

49. Any notices to be given under this Agreement by either party to the other may be affected either by personal delivery in writing or by registered or certified mail, with postage prepaid, and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated one (1) day after mailing.

Article XXII
Authority to Sign

- 50. The representative of Contractor whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Contractor to the terms of this Agreement by his signature.

- 51. The representative of Springfield Township whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Springfield Township to the terms of this Agreement by his signature.

WHEREAS, both parties acknowledge that they have received a copy of this Agreement and agree to abide by the conditions stated herein.

**SPRINGFIELD
TOWNSHIP BOARD OF
TRUSTEES**

CONTRACTOR

By: _____
Christopher D. Gilbert
Township Administrator

By: _____

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that _____, the amount required to meet the contract, obligation, or expenditure herein has been or will be lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of Fund # _____, free from any outstanding obligation or encumbrance.

Dan Berning, Fiscal Officer
Springfield Township

OFFICIAL BID TABULATION-SINGLE PROJECT BID

PROJECT NAME & DESCRIPTION:

Kirkland Dr., Burgundy Ln., & Colette Ln. Improvements

Engineer's Estimate of Cost of Project: \$1,310,500.00

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL
201	CLEARING AND GRUBBING	1	LS	
202	CURB AND GUTTER REMOVED	4,000	LF	
202	WALK REMOVED	1,000	SF	
254	PAVEMENT PLANING. ASPHALT CONCRETE	7000	SY	
255	FULL DEPTH PAVEMENT REPAIR	117	CY	
407	NON-TRACKING TACK COAT	700	GAL	
441	1.5" ASPHALT CONCRETE SURFACE COURSE (448)	300	CY	
441	1.5" ASPHALT CONCRETE INTERMEDIATE COURSE (448)	300	CY	
452	DRIVE APRON REPLACEMENT	40	EACH	
605	4" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC	4,000	LF	
60B	4" SIDEWALK	1,000	SF	
600	CURB RAMP	2	EACH	
609	COMBINATION CURB AND GUTTER. TYPE 3	4,000	LF	
611	12" CONDUIT. TYPE B	50	LF	
61'1	CATCH BASIN RECONSTRUCTED TO GRADE	8	EACH	
61'1	MANHOLE ADJUSTED TO GRADE	6	EACH	
638	VALVE BOX ADJUSTED TO GRADE	4	EACH	
644	SIGNING AND STRIPING	1	LS	
659	TOPSOIL	500	CY	
659	SEEDING AND MULCHING, CLASS 1	4,000	SY	
SPL	ASPHALT REJUVENATOR	7,000	SY	
INCIDENTALS				
614	MAINTAINING TRAFFIC, AS PER PLAN	1	LS	
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	
624	MOBILIZATION	1	LS	
CONTINGENCY (10%)				\$115,700.00
OPINION OF PROBABLE CONSTRUCTION COST				\$1,310,500.00

TOTAL BID

NAME OF BIDDER (COMPANY)

SIGNATURE

OFFICIAL BID TABULATION-SINGLE PROJECT BID

PROJECT NAME & DESCRIPTION: ALTERNATE 1

Sprlngdew Drive and Butterfly Court Improvements *Engineer's Estimate of Cost of Project: \$995,900.00*

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL	
201	CLEARING AND GRUBBING	1	LS		
202	CURB AND GUTTER REMOVED	2,500	LF		
202	WALK REMOVED	1,000	SF		
254	PAVEMENT PLANING	4,000	SY		
255	FULL DEPTH PAVEMENT REPAIR	70	CY		
407	NON-TRACKING TACK COAT	400	GAL		
441	1.5" ASPHALT CONCRETE SURFACE COURSE (446)	180	CY		
441	1.5" ASPHALT CONCRETE INTERMEDIATE COURSE (448)	180	CY		
452	DRIVE APRON REPLACEMENT	20	EACH		
605	4"BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC	2,500	LF		
608	4"SIDEWALK	1,000	SF		
608	CURB RAMP	4	EACH		
009	COMBINATION CURB AND GUTTER, TYPE 3	2,500	LF		
611	12" CONDUIT, TYPE B	100	LF		
611	CATCH BASIN RECONSTRUCTED TO GRADE	9	EACH		
611	MANHOLE ADJUSTED TO GRADE	6	EACH		
638	VALVE BOX ADJUSTED TO GRADE	4	EACH		
644	SIGNING AND STRIPING	1	LS		
659	TOPSOIL	300	CY		
659	SEEDING AND MULCHING, CLASS 1	3,000	SY		
SPL	ASPHALT REJUVENATOR	4,000	SY		
INCIDENTALS					
014	MAINTAINING TRAFFIC, AS PER PLAN	1	LS		
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS		
624	MOBILIZATION	1	LS		
				CONTINGENCY (10%)	\$76,900.00
				CONSTRUCTION TOTAL	\$995,900.00

TOTAL BID _____

NAME OF BIDDER (COMPANY) _____

SIGNATURE _____

OPWC PROPOSAL NOTES - For insertion into Bid Documents (Rev 10/23)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Rev. Code §153.011, <https://codes.ohio.gov/ohio-revised-code/section-153.011>, apply to this project.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Ohio Rev. Code Chapter 4115 and the Prime Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Prime Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the Prime Contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address: <https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>.

The Prime Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Prime Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Prime Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Prime Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with Ohio Rev. Code § 4115.05, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Prime Contractor or subcontractor and the employee and kept in the Prime Contractor's or subcontractor's payroll files.

The Prime Contractor shall submit to the Prevailing Wage Coordinator, certified payrolls for Prime Contractor and all subcontractors on form WHPW-1512 or equivalent, in accordance with Ohio Rev. Code Sections 4115.07 and 4115.071(C), three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Prime Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with Ohio Rev. Code § 4115.07 stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Prime Contractor to ensure that all laws relating to prevailing wages in Ohio Rev. Code Chapter 4115 are strictly adhered to by all subcontractors.

The Prime Contractor and all subcontractors shall make all its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Prime Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Rev. Code § 9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section, The Prime Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Prime Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Prime Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Prime Contractor must notify the local contracting authority, in writing, if it's or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse,

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Prime Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Rev. Code §153.03 and during the life of this project, the Prime Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Rev. Code §164.05 (A)(6), to the extent practicable, the Prime Contractor and subcontractor shall use Ohio products, materials, services, and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Rev. Code §153.54, the Prime Contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

The Prime Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided Ohio Rev. Code Sections 102.03 and 102.04.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Ohio Department of Development prior to execution of a construction contract.

See <https://development.ohio.gov/business/construction-compliance/certificate-of-compliance> for steps for Certificate of Compliance submittal.

>>> Does this bidder have a valid Certificate of Compliance? _____ Yes _____ No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ___ Yes ___ No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Contractors and subcontractors with (a) 50 or more employees and a state contract of \$50,000 or more or (b) where a contractor's or subcontractor's state contract exceeds an estimated total cost of \$500,000 and the project is in a geographic area, regardless of the number employees, shall establish an affirmative action program. Chapters 123:2-3 through 123:2-11 of the Ohio Administrative Code requires contractors and subcontractors to implement the following: policies and procedures to maintain a working environment free of discrimination, harassment, intimidation, and coercion; state percentage goals for minorities by trade and by geographic area as well as a 6.9% goal for women statewide in the trades during the performance of a state contracts; and good faith efforts to recruit, hire, and maintain minorities and women.

>>> Has the contractor and subcontractor bidder developed an affirmative action program in conformity with Ohio Adm. Code 123:2-3-04 prior to the bid opening? __Yes__No

>>>If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering

Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations, and applicable orders of the Department of Development.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the Department of Development and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the Department of Development and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the Department of Development pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the Department of Development for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Contracting Agency by the 10th of each month.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the Department of Development, or as otherwise provided by law.

If its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio because of said breach.

- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the Department of Development issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor, or other party because of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants? Yes No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

Signature of Authorized Officer _____ Date

Title

>>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Ohio Rev. Code Chapter 153 by an owner referred to In Ohio Rev. Code § 153.01. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

APPENDIX A OF THE STATE EEO BID CONDITTONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

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

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

- (1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons, therefore. If such an individual was sent to the union hiring hall for referral and not referred by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason, therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

- (2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

- (3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings, and (e) copies of newsletters and annual reports include the Policy.

- (4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

- (5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

- (6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at **minority and women's organizations, and training organizations with the contractor's recruitment area.**

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item I, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item I.

- (7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

- (8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and **female contractors associations.**

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to ensure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I- Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action-oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.

8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
- IO. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

- I. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the workforce.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables, and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

"APPENDIX C" OF THE STATE EEO BID CONDITONS

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

- (A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.
- (B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6,9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.