

SOUTH BLOOMFIELD

and Village of Ashville

Water Line Interconnection Project



Prepared by:

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**South Bloomfield Utility
Department
5023 South Union Street
South Bloomfield, Ohio 43103
Phone: (740) 983-2541
Matthew V. Pettibone,
Mayor of South Bloomfield**

**Village of Ashville Utility
Department
200 East Station Street
Ashville, OH 43103
Phone: (740) 983-6367
Charles K. Wise,
Mayor of Ashville**

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Engineering Signed Plans

LEGAL NOTICE

Sealed bids will be received at the **Ashville Municipal Building, Ashville, Ohio at 200 East Station Street, till 11:59 a.m. on January 12, 2016**, and will and then there be publicly opened and read for furnishing all material, labor, and equipment necessary for the listed on the Water Line Interconnection Project of South Bloomfield and Ashville. Bid documents and plans can be picked up at 200 East Station Street, Ashville, Ohio at a cost of \$30.00 (thirty dollars).

1. Bid – Water Interconnection Line between the Village of Ashville and the Village of South Bloomfield

Estimated date of completion will be 30 days from start date. Ashville/South Bloomfield has the right to accept or reject any or all bids. A Bid Guaranty and Contract Bond shall accompany each bid as required by Section 153.571 of the Ohio Revised Code in an amount equal to the sum of the bid submitted by each contractor. 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. In lieu of posting the bond, a bidder may use a cashier's check, certified check, or letter of credit for ten percent of the contractor's bid as bid security. When a check or a letter of credit is used the bidder shall be required to post a 100 percent labor and material payment bond, upon the signing of the contract.

The contractor and all subcontractors will not need to pay employees on the project the prevailing wages. This determination is in accordance with established by the Ohio Department of Industrial relations project limits, including all updates, and this complies with the provisions of Chapter 4115 of the Ohio Revised Code, see "Exhibit Prevailing Wage 4115".

There will be a pre-bidding meeting held for this project. Tentative Date January 5, 2016 at 11 am 200 East Station Street, Ashville, Ohio 43103

By order of South Bloomfield
Water Operator, Joe Allen
Mayor Matthew V. Petibone
5023 South Union Street
South Bloomfield, Ohio 43103
(740) 983 – 2541

By order of Ashville
Water Operator, James Welsh
Mayor Charles K. Wise
200 East Station Street
Ashville, OH 43103
(740) 983 –6367

SPECIFICATIONS FOR BID FOR THE SOUTH BLOOMFIELD AND ASHVILLE WATER LINE INTERCONNECTION, SOUTH BLOOMFIELD AND ASHVILLE

Project Description

Install potable water line extension and interconnection meter, valves, and common hydrant to allow bidirectional potable water flow for emergency events within either the Village of South Bloomfield or Ashville on attached bid specifications.

With the time frames envisioned it is imperative that bidders provide, with their bid, a tentative schedule.

In addition to the 100% Bid Bond, a one (1) year Maintenance Bond is required for this project.

Each bidder is required to furnish with the proposal, a bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code. Bid security furnish in Bond for shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. This is not a prevailing wage contract which is in accordance with the Ohio Prevailing wage Laws under the State of Ohio, Department of Industrial Relations, see "Exhibit Prevailing Wage 4115".

Bidders shall comply with all applicable provisions of the Ohio Revised Code and Administrative Code.

The Standard Specifications of the State of Ohio, Department of Transportation in force at the time of bidding, together with the specifications of South Bloomfield, Ashville and other requirements noted herein will govern this improvement.

Items listed shall conform to the City of Columbus and the State of Ohio, Department of Transportation Construction and Materials Specification Manual, including Supplemental Specifications, and any other items and/or specific requirements noted.

South Bloomfield/Ashville and/or representatives), shall decide all questions which arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.

Those bidding have the responsibility for inspecting the project area(s), examining the plans, specifications and supplements, special provisions and requirements, and satisfying themselves that the intent of the project can be achieved as set forth in the specifications and plans. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work in accordance with the aforesaid documents.

Quantities appearing as part of these specifications are approximate only and are prepared as estimates for bid comparison. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or, materials furnished and accepted in accordance with the contract except for lump sum items within the unit price contract so designated.

The notes following are provided to augment, emphasize, or call attention to specific requirements and provide guidance to those bidding. Section 100, General Provisions, of ODOT Construction and Materials Handbook currently in use shall govern and should be carefully studied and understood by those bidding.

Where the term "Director" is used in reference to any/all ODOT requirements substitute "Ashville/South Bloomfield" and where "Engineer" is used substitute "Representative(s)".

104.03 Extra Work: see ODOT Manual for description; Ashville/South Bloomfield and/or their representative(s) are the sole authority for proceeding with any item of extra work. Application must be made to, and approval given by, Ashville/South Bloomfield and/or their representative(s) in advance of performing extra work.

104.04 Maintenance of Traffic: see ODOT Manual for complete description. Also, Contractor shall comply with the provisions of 107.07 Public Convenience and Safety and the provisions of ORC 5517.03.

108.07 Failure to Complete on Time, State of Ohio, Department of Transportation Construction and Materials Specification Manual, current edition, shall apply.

108.08 Unsatisfactory Progress and Termination of Contract, State Ohio, Department of Transportation Construction and Materials Specification Manual, current edition shall apply.

Additional and/or Special Notes:

Utilities

It is the Contractor's responsibility to contact and coordinate the work efforts with all utility owners. Utility locations are shown on the plans using the best available information. The accuracy and locations are questionable and should be physically located in the field.

NOTES

1. Underground facilities, structures, and utilities have been plotted from available surveys and records; therefore, their location must be consider approximate only. There may be additional items of which their existence is not presently know.
2. The contractor is responsible for contacting the Ohio Utilities Protection Service 24 hours at 811 prior to digging to assure that utilities within their service are properly marked.

Traffic Control

Maintaining Traffic

The requirements listed under this item shall govern.

The Ohio Manual of Uniform Traffic Control Devices provides specific details. Ashville/South Bloomfield and/or their representative(s) shall have the approval over all additional requirements and if necessary may call for additional signs, warning lights, barricades, as well as other items necessary to provide safety.

Work to be performed shall be so scheduled as to minimize and provide the least disruption and inconvenience to the resident/entities located adjacent to the project. Access to local traffic (residents living within the project) and emergency vehicles must be maintained throughout the project.

A maintenance of traffic plan must be submitted and approved in writing by South Bloomfield/Ashville two weeks in the advance of the start of the work.

NOTES

1. Lane closures shall not begin until contractor has received written approval from the Ohio Department of Transportation (ODOT).
2. All signage and traffic control devices must comply with the current Ohio Manual of uniform Traffic Control Devices (OMUTCD).

Easement

NOTES

1. ODOT Records indicate SR 316 Row Width is 40', 20 from the centerline in the area of concern for the roadway.
2. Additional temporary easement will be needed for the directional or jack and bore equipment. Boring Contractor should determine the foot print of area required for construction services and relay information to owner so that appropriate temporary easement can be obtained prior to initiation of construction.

Water Main

NOTES

1. Provide warning tape at 18" depth centered over pipe.
2. Existing stub mains are assumed, contractor to confirm location, size, and condition, and report to engineer and village officials.
3. Water main shall pass over sewers perpendicular with 18" minimum vertical clearance.
4. Maintain 10' minimum horizontal separation between new water main and existing sewers.
5. Water mains shall have 48" minimum cover unless otherwise noted or detailed on drawings.
6. Restore all ditch lines disturbed during construction to original state including final fill of settled soil.
7. All valves, fittings, and connections or dis-similar pipe materials shall be restrained w/megalug restraining mechanical joints and/or concrete (see block detail).

8. Contractor shall be responsible for removal and reinstall of mail/newspaper boxes and signs and utility appurtenances which interfere with the water utility construction. Re-installation shall be completed before conclusion of work day.
9. Water line shall be diverted around or under culverts unless otherwise noted.
10. Maximum allowable offset for 20' Length of 8" C900 PVC is 12.01" with minimum radius of 200' for arcs.
11. The maximum allowable angle of deflection of 8" 0900 DR18 PVC is 1 degree limiting deflection force to 135.79 pounds.
12. PVC Pipe (PC235 DR 18) shall conform to AWWA 0900 specification.
13. Polyethylene Pipe shall conform to ANSI/AWWA STANDARD C906-90 (or most recent edition) and NSF 61. The pipe shall be PE 3408 with an SDR of 11 as directed by the owner and be rated for a pressure of 200 P.S.I. minimum, respectively.
14. Individual booster pumps will not be allowed for any individual services (OHIO ADMINISTRATIVE CODE RULE 3745 95 07 (A)).
15. All materials including pipe, fittings, valves, and hydrants must be specifically AWWA approved (2007 Recommended Standards for Water Works, standards, and material selection, Section 8.1.1).
16. The normal working pressure in the waterlines will not be less than 35 PSI (2007 Recommended Standards for Water Works, pressure, Section 8.2.1).
17. Contractor is responsible for pressure testing and disinfecting the newly constructed water mains and the responsibility for approval of tests with the OhioEPA.
18. Pressure testing will be in accordance with AWWA C-600 for DI or C-605 for PVC Pipes (2007 Recommended Standards for Water Works, Section 8.7.6).
19. Disinfection will be in accordance with AWWA-651 (2003 Recommended Standards for Water Works, Section 8.7.7).
20. Water mains shall be laid at least 10 feet horizontally from any existing or proposed gravity sewer, septic tank, or subsoil treatment system.
21. The distance shall be measured edge to edge. Please note that the meaning of "sewer" in this section includes both sanitary and storm sewers. (2003 Recommended Standards for Water Works, Section 8.8.2),
22. A statement relating to the minimum 18-inch vertical separation between the water lines and the gravity sewer (sanitary or storm) when crossing. At crossing, one full length of the water pipe shall be located so that both joints will be as far away from the sewer joints as possible. (2003 Recommended Standards for Water Works, Section 8.8.3).

Technical Specifications

Note: The standard specifications of Ashville/South Bloomfield, City of Columbus, Ohio and the State of Ohio, Department of Transportation and Ohio Environmental Protection Agency, including changes and supplemented specifications listed in this proposal shall govern this improvement.

Standard Drawings

The following standard notes and supplemental specifications have been included with this bid document and shall be applicable to this project.

Estimated Quantities

Individual estimate work sheets and exhibits have been prepared for this project and are included in Appendix A of this bid packet. All quantities are estimated, and as such, the contractor shall be paid for the actual items and quantities approved by the engineer.

Sub-summary and General Summary

Construction details shall be in accordance with Section 413.

REFERENCE: All reference to specification numbers, unless otherwise noted, appearing in these plans shall be considered to be specification numbers, or the respective sections thereof, of the current City of Columbus Ohio, Construction and Materials Specifications.

APPROVALS: At or before the pre-construction conference, the contractor shall submit the following items for approval:

- 1) A list of the equipment that will be used on this project;
- 2) The method planned for the construction;
- 3) A written schedule of operations;
- 4) Materials suppliers;
- 5) A listing of key project personnel (Project Engineer/Manager, Project Superintendent, etc.) with office, mobile phone and pager numbers to be used by South Bloomfield/Ashville Engineer and staff;
- 6) A listing of subcontractors and key personnel representing each.

South Bloomfield/Ashville's Engineer will respond to the items submitted within 1 week. If an item is not approved the Contractor will have 1 week from the time of notification to resubmit the item for approval.

CONTINGENCY QUANTITIES: The Contractor shall not order materials or perform work designated by plan note to be used "as directed by the Engineer" unless authorized by the Engineer. The actual work locations and quantities used for such items shall be incorporated into the next change order for the project.

PROCEDURES FOR OPERATIONS:

All work associated with this contract shall be performed between the hours of 8:00 a.m. to 5:00 p.m, Monday through Friday. Notice of Saturday work shall require 24 hours notice (on a week per week basis) and must be approved by the Engineer.

If conditions are acceptable, daily work hours may be extended at the approval of the Engineer. No work shall be permitted on Sundays without written permission from the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours prior to the start of any operations related to this contract. If the Contractor suspends any operation on this contract for more than 3 working days (excluding holidays and weekends), the Contractor shall notify the Engineer a minimum of 48 hours prior to resuming operations. The Contractor may also make scheduling arrangements with the Engineer prior to suspending work, but the Contractor will be responsible for notifying the Engineer of any changes to these arrangements.

These requirements are to be followed by the general contractor and any sub-contractor on this project.

DRIVEWAYS:

Throughout the duration of the project the Contractor shall maintain ingress and egress at all driveways at all times.

Applicable Specifications:

Current editions of the specifications and methods of the following organizations are made, by reference, a part of these specifications:

MSHTO - American Association of State Highway and Transportation Officials
ASTM - American Society for Testing and Materials
ODOT - Ohio Department of Transportation
COC - City of Columbus Ohio
OhioEPA – Ohio Environmental Protection Agency

EQUIPMENT:

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times. The Contractor shall furnish proof of certification that all equipment to be used on the project has been calibrated within the past six (6) months.

PRIVATE UTILITY MANHOLES:

The Contractor will not be responsible for adjusting any private utility manhole (Ameritech, American Electric Power, etc.). The Contractor will however be responsible for notifying each utility as to their facilities needing adjustments.

Documents submitted at time of Bidding

1. Bid Bond in the amount of 100% of the total bid
2. Non Collusion Affidavit
3. Non Discrimination Affidavit
4. Disclosure of Personal Property taxes
5. Certificate of Owner's Attorney

Documents to be signed at time project is awarded

1. Contract Form
2. Certificate of Available Funds
3. Notice to Proceed

Documents to be submitted at completion of Project

1. One year Maintenance and Guarantee Bond in the amount of 10% of the project total

PROPOSAL 2015/16 WATER LINE INTERCONNECTION PROJECT

1. Attach completed bid form
 - a. Contractor must include prices for all 14 reference items to be considered to be a viable bid. Failure to provide costs for all items will disqualify the contractor from consideration.
 - b. Award of the project shall be based on the total cost of the project.
2. Complete the following table:

Base Bid Cost	\$_____
Total Cost of Project	\$_____

Starting and Completion

If awarded a contract under this proposal, the undersigned proposes to start work not to exceed sixty (60 days) after the receipt from South Bloomfield/Ashville of an "Order to Commence Work/Notice to Proceed". The undersigned further agrees to start work at the site on a date to be specified in said order from South Bloomfield/Ashville, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and South Bloomfield/Ashville, and agrees to fully complete all work covered by this proposal to the point of final acceptance by South Bloomfield/Ashville in accordance with the completion dates established in Section 108.071 Specification for this project.

The undersigned understands and agrees that South Bloomfield/Ashville reserves the right to defer award of a written order to start work for a period not to exceed thirty (30) days after the date herein before established by the undersigned as a proposed starting date.

Date: _____, 2016 _____
Firm Name

By: _____

Title: _____

Official Address:

Telephone Number

(Note: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for Bids.)

BID GUARANTY AND CONTRACT BOND
(SECTION 153.57 Ohio Revised Code)

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

(Name and Address)

as Principal and _____ as Surety, are hereby
(Name of Surety)

held and firmly bound unto South Bloomfield/Ashville, the Obligee on _____
to undertake the project known at the 2015 Water Line Interconnection Project, South Bloomfield/Ashville.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee.

In no case shall the penal sum exceed the amount of _____

dollars (\$_____).

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

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract, and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore, and shall pay all lawful claims of subcontractors, material, men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any material, man or laborer having a just claim, as well as for the Obligees herein, then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

SIGNED AND SEALED This _____ day of _____, 2016

PRINCIPAL:

SURETY COMPANY ADDRESS:

Street

BY: _____

City

State

Zip

SURETY:

SURETY COMPANY ADDRESS:

Agency Name

Street

BY: _____

Attorney-in-fact

City

State

Zip

NON-COLLUSION AFFIDAVIT

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT.

Name of Project: **2015/16 Water Line Interconnection Project, South Bloomfield/Ashville**

STATE OF OHIO)
) ss:
COUNTY OF PICKAWAY)

_____ being first duly sworn
(sole owner, partner, president, secretary, etc.)

deposes and says that he _____, of

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; the bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any other bidder or person to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any overhead, profit, or cost element of said bid price or of that of any other bidder or to secure any advantage against Ashville or any person or persons interested in the proposal contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not directly or indirectly; submitted this bid or the contents there of or divulged information or data relative there to any association or to any member or agent there of.

_____ Date _____
Signature of Authorized Agent

Title

Before me, a Notary Public, in and for said County and State, personally appeared the above named, who acknowledged the making and signing of the foregoing instrument to be his own free act and deed. In Testimony thereof, I hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public _____

My Commission Expires on _____

NON-DISCRIMINATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER: IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERTY AUTHORIZED AGENT.

Name of Project: **2015/16 Water Line Interconnection Project, South Bloomfield/Ashville**

The Contractor agrees that in the hiring of employees for the performance of work, under this Contract or any Subcontractor, no contractor, subcontractor, or any person acting on his behalf shall, by reason of race, creed, color, or sex, discriminate against any citizens of the State in the employment of labor or workers who are qualified and available to perform the work involved within the contract.

The Contractor agrees that no contractor, Subcontractor, or any person on his behalf, shall in any manner discriminate or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, or sex.

Signature of Authorized Agent

Date: _____

Title

Before me, a Notary Public, in and for said County and State, personally appeared the above named, who acknowledged the making and signing of the foregoing instrument to be his own free act and deed. In Testimony thereof, I hereunto set my hand and official seal this _____ day of _____, 2016

Notary Public _____

My Commission Expires on _____

DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO)
) ss
COUNTY OF PICKAWAY)

I hereby certify in accordance with Section 5719.042 of the Ohio Revised Code

- 1) The undersigned being first duly sworn says that he is the

_____ of _____,
(Title) (Company)

for the purchase of services and supplies for South Bloomfield/Ashville,
Ohio, involving the competitive bid process for

_____.
(Project/Services/Supplies)

- 2) That the Bidder is not charged at the time the Bid was submitted with any delinquent personal property taxes on the general tax list of personal property of South Bloomfield/Ashville.
3) That the Bidder is not charged with delinquent personal taxes on any such tax list, or if the Bidder is charged with any delinquent personal property tax, the delinquent tax amount is \$_____ and the amount of due and unpaid penalties and interest is \$_____.
4) That I have fully informed myself regarding and affirm the accuracy of all statements made in this affidavit.

READ CAREFULLY – SIGN BELOW
(Failure to sign Invalidates Bid)

Signed By _____ Title _____

Firm _____ Phone _____

Address _____

City _____ State _____ Zip _____

Sworn to and subscribed before me this _____ day of _____, 2016

Notary Public

My Commission expires _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of South Bloomfield/Ashville, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the property parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

By: _____

Date: _____

CONTRACT FORM

THIS CONTRACT, made this _____ day of _____, 2016, by and Between _____ hereinafter called the "Contractor" and South Bloomfield/Ashville hereinafter called the "SBA"

WITNESSETH, That the Contractor and SBA for the consideration stated herein agree as follows:

ARTICLE I – SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of the Improvements of SBA included in this Contract, all in strict accordance with the Contract Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contractor's Proposal and the Other Sections of the Contract Documents herein mentioned which are a part of this Contract, and the Contractor shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE II – THE CONTRACT PRICE

SBA shall pay to the Contractor for the performance of this Contract subject to any additions or deductions provided therein, in current funds, the contract price computed as shown in the Proposal.

ARTICLE III – COMPONENT PARTS OF THE CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- (1) Addendum Nos. (no specific numbers indicated), _____, and _____.
- (2) General Conditions
- (3) Technical Specifications
- (4) State of Ohio Department of Transportation Specifications
- (5) Instruction to Bidders
- (6) Request for Bids
- (7) Proposal
- (8) This Instrument

In the event that any provision in any of the above component parts of this Contract conflicts with any provisions in any other of the component parts, the provision in the component part first enumerated above shall govern over any other provision in the component part which follows it numerically except as may be otherwise specifically stated.

This Contract is intended to conform in all respects to applicable statutes of the State of Ohio, and if any part or provision of this Contract conflicts therewith, the said statute shall govern. The Contractor shall name SBA as an additional insured on all insurance policies for this project.

Starting and Completion

The Contractor agrees to commence work under this contract on a date to be specified in a written order from Ashville, and to fully complete all work included in this Contract to the point of final acceptance by SBA in accordance with the completion dates established in Section "V" of the General Conditions. SBA agrees not to issue aforesaid written order prior to the time proposed for starting work as stated by the Contractor in the proposal except by mutual agreement between the Contractor and SBA. SBA further agrees to issue such written order not later than thirty (30) days after the Contractor's proposed starting date, provided that the Contractor has furnished to SBA satisfactory evidence of bond and insurance coverage, and that all other conditions of the contract prerequisite to starting work have been complied with by the Contractor.

IN WITNESS WHEREOF:

For South Bloomfield

For

Matthew V. Petibone, Mayor

Dated: _____

Witness:

For Ashville

Charles K. Wise, Mayor

Dated: _____

Witness:

Dated: _____

Witness:

CERTIFICATE OF AVAILABLE FUNDS

I, April Grube, Clerk/Fiscal Officer, do hereby certify that I am the qualified acting fiscal officer for Ashville, Ashville, Ohio, and that the amount of money to wit \$_____ required to meet the cost of the attached Agreement between South Bloomfield/Ashville and _____. has been lawfully appropriated for said Agreement and is on deposit (in process of collection) to the credit of the appropriate fund, free from any other encumbrances.

_____, 2016

(Signature)

April Grube, Clerk/Fiscal Officer
(Title)

CERTIFICATE OF AVAILABLE FUNDS

I, Iris Darst, Clerk/Treasurer, do hereby certify that I am the qualified acting fiscal officer for South Bloomfield, South Bloomfield, Ohio, and that the amount of money to wit \$_____ required to meet the cost of the attached Agreement between South Bloomfield/Ashville and _____. has been lawfully appropriated for said Agreement and is on deposit (in process of collection) to the credit of the appropriate fund, free from any other encumbrances.

_____, 2016

(Signature)

Iris Darst, Clerk/Treasurer
(Title)

ORDER TO COMMENCE WORK/NOTICE TO PROCEED

TO: _____

Date: _____

PROJECT: **2015/16 Water Line Interconnection Project, South Bloomfield/Ashville**

You are hereby notified to commence work in accordance with Agreement dated _____, 2016, within (10) days of receipt of this notice, and you are to complete the work within thirty (30) consecutive calendar days.

You are required to return an acknowledgment copy of this Notice to Proceed to the OWNER.

FOR: South Bloomfield/Ashville

Signature

Signature

ACCEPTANCE OF NOTICE

Receipt of this notice to Proceed is hereby acknowledged by:

Contractor

This _____ day of _____, 2016

BY: _____

TITLE: _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, Contractor, as Principal, and _____,

as Surety, a corporation organized and existing under the laws of the State of _____,

and authorized to transact in the State of Ohio the business of issuing such bonds as this

Surety, are held and firmly bound unto the _____
hereinafter called the Owner, the Oblige, in the penal sum of **10% of the contract total**

of _____ Dollars (\$) in good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, and each and everyone of them jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has entered into a certain written Contract with Oblige, dated the _____ day of _____, 2016, for construction work entitled _____ (hereafter called the Contract) which Contract and Specification for said work shall be deemed a part of this bond as fully rewritten and set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under said Contract, the above named Principal has agreed with Owner that for a period of one year from the date of payment of Final Invoice (or two years in the case of water main work), to keep in good order and repair any defects in all the work done under said Contract either by Principal or his subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship, or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the Principal after the final acceptance of the work, shall pay all lawful claims of subcontractors, material men, and laborers working for or through other subcontractors and material in the carrying forward performing or completing said maintenance work, and that whenever directed to do so by the Owner by notice served in writing, either personally or by mail on the Principal at

_____ or _____

legal representatives, or successors, or on the Surety at _____, will proceed at once to make such repairs as directed by said Owner; and in case of failure to do so within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Owner may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting, the Owner shall not be held to obtain the lowest figures for doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection, from date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after the final acceptance of the same, and shall whenever notice is given as herein before specified, at once proceed to make repair as in said notice directed, shall pay in full all such subcontractors, material men, and laborers having a just claim in such repairs, or shall reimburse said Owner for any expense incurred by making such repairs, should the Principal or Surety fail to do as herein before specified, and shall fully indemnify, defend and save harmless the Owner from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or though the negligence of said Principal, servants, agents, or employees, in the protection of the work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 2016

Signed, Sealed, and Delivered in the presence of:

Principal

By: _____

Surety

By: _____

PREVAILING WAGE RATES EXHIBIT

PICKAWAY COUNTY

Does not apply based upon ORC Chapter 4115

Chapter 4115: WAGES AND HOURS ON PUBLIC WORKS

4115.01 [Repealed].

Effective Date: 10-14-1969

4115.03 Wages and hours on public works definitions.

As used in sections 4115.03 to 4115.16 of the Revised Code:

(A) "Public authority" means any officer, board, or commission of the state, or any political subdivision of the state, authorized to enter into a contract for the construction of a public improvement or to construct the same by the direct employment of labor, or any institution supported in whole or in part by public funds and said sections apply to expenditures of such institutions made in whole or in part from public funds.

(B) "Construction" means any of the following:

(1) Except as provided in division (B)(3) of this section, any new construction of a public improvement, the total overall project cost of which is fairly estimated to be more than the following amounts and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority :

(a) One hundred twenty-five thousand dollars, beginning on the effective date of this amendment and continuing for one year thereafter;

(b) Two hundred thousand dollars, beginning when the time period described in division (B)(1)(a) of this section expires and continuing for one year thereafter;

(c) Two hundred fifty thousand dollars, beginning when the time period described in division (B)(1)(b) of this section expires.

(2) Except as provided in division (B)(4) of this section, any reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement, the total overall project cost of which is fairly estimated to be more than the following amounts and performed by other than full-time employees who have completed their probationary period in the classified civil service of a public authority:

(a) Thirty-eight thousand dollars, beginning on the effective date of this amendment and continuing for one year thereafter;

(b) Sixty thousand dollars, beginning when the time period described in division (B)(2)(a) of this section expires and continuing for one year thereafter;

(c) Seventy-five thousand dollars, beginning when the time period described in division (B)(2)(b) of this section expires.

(3) Any new construction of a public improvement that involves roads, streets, alleys, sewers, ditches, and other works connected to road or bridge construction, the total overall project cost of which is fairly estimated to be more than seventy-eight thousand two hundred fifty-eight dollars adjusted biennially by the director of commerce pursuant to section 4115.034 of the Revised Code and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority;

(4) Any reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches, and other works connected to road or bridge construction, the total overall project cost of which is fairly estimated to be more than twenty-three thousand four hundred forty-seven dollars adjusted biennially by the director of commerce pursuant to section 4115.034 of the Revised code and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority.

(C) "Public improvement" includes all buildings, roads, streets, alleys, sewers, ditches, sewage disposal plants, water works, and all other structures or works constructed by a public authority of the state or any political subdivision thereof or by any person who, pursuant to a contract with a public authority, constructs any structure for a public authority of the state or a political subdivision thereof. When a public authority rents or leases a newly constructed structure within six months after completion of such construction, all work performed on such structure to suit it for occupancy by a public authority is a "public improvement." "Public improvement" does not include an improvement authorized by section 1515.08 of the Revised Code that is constructed pursuant to a contract with a soil and water conservation district, as defined in section 1515.01 of the Revised Code, or performed as a result of a petition filed pursuant to Chapter 6131., 6133., or 6135. of the Revised Code, wherein no less than seventy-five per cent of the project is located on private land and no less than seventy-five per cent of the cost of the improvement is paid for by private property owners pursuant to Chapter 1515., 6131., 6133., or 6135. of the Revised Code.