



**2023 Storm Sewer
Rehabilitation via PVC
Lining
BID SPECIFICATIONS**

Bid Opening: November 20, 2023

Ben Mann, PE
Public Works Director

City of Fairfield, Ohio
5350 Pleasant Avenue
Fairfield, Ohio 45014

CITY OF FAIRFIELD, OHIO
SECTION B
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**CITY OF FAIRFIELD, OHIO
SECTION C**

**NOTICE TO BIDDERS
2023 STORM SEWER REHABILITATION VIA PVC LINING**

Sealed proposals will be received by the Finance Department of the City of Fairfield, Ohio, until 3:00 p.m. Local Time, **Monday, November 20, 2023**, for furnishing all labor, materials, and equipment necessary to complete the project known as **2023 STORM SEWER LINING** for the Department of Public Works at which time and place all bids will be publicly opened and read aloud.

Detailed specifications and bid forms are on file in the Finance Office at the Fairfield Municipal Building, 5350 Pleasant Avenue, Fairfield, Ohio and online at Fairfield-city.org. Bids must be submitted on the forms in the Contract Documents and other conditions therein described must be met. Each bid must be enclosed in a sealed envelope, clearly marked “**2023 Storm Sewer Lining Project**” on the face of the envelope and display the name and address of the bidder.

Cost of the plans and specifications is fifty dollars (\$50) per set, non-refundable if obtained as a hardcopy, or no charge if obtained as an electronic version from the City’s public website at <https://www.fairfield-city.org/Bids.aspx>.

✓ **Each bid must be accompanied by the following completed documents/certifications:**

- ☐ **Bid Bond** (Certified Check or Cashier’s Check for ten percent (10%) of the amount of the bid submitted unless otherwise specified)
- ☐ **Non-Collusion Affidavit**
- ☐ **Affidavit of Non-Delinquency of Personal Property Taxes**

Bid prices must be firm for a period of one hundred twenty (120) days following the bid opening date.

The City of Fairfield reserves the right to reject any or all bids or to correct or waive irregularities in bids should it be deemed in the best interest of the City of Fairfield, Ohio to do so.

Ben Mann, PE
Public Works Director
City of Fairfield, Ohio

Advertise: November 3, 2023 and November 10, 2023

**CITY OF FAIRFIELD, OHIO
SECTION D**

INSTRUCTIONS TO BIDDERS

Bids will be received by the City of Fairfield, Ohio, (herein called the Owner) at the time stated in the Notice to Bidders, and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to the City of Fairfield at 5350 Pleasant Avenue, Fairfield, Ohio 45014. Each sealed envelope containing a bid must be plainly marked on the outside as Bid for the project as titled on the Notice to Bidders and the envelope should bear, on the outside, the name of the Bidder, his address, his license number, if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at 5350 Pleasant Avenue, Fairfield, Ohio 45014.

All bids must be made on the required Bid Form, and include a completed Non-Collusion Affidavit, a completed Bid Form, and a completed Bidder's Questionnaire. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one (1) copy of the Bid Form is required.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within one hundred and twenty (120) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule to examination of the site and a review of the drawings and specifications including Addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done.

The Owner shall provide to Bidders prior to bidding, all information which is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an office, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Each bid must be accompanied by a Bid Bond, or a Certified Check for ten percent (10%) of the total amount of the Bid, or an irrevocable letter of credit as stated in the Notice to Bidders. When the agreement is executed, the Bonds of the remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and a Payment Bond, in the amount of one hundred percent (100%) of the Contract Price with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

The Party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of award shall be accompanied by the necessary Contract Documents and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the Proposal shall become the property of the Owner.

The Owner, within thirty (30) days of receipt of acceptable Performance Bond, and signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed copy of the Contract Documents. Should the Owner not execute the Agreement within such period, the Bidder may, by Written Notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by the Owner.

Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest and best responsible bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each bidder is responsible for inspecting the site, and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The low Bidder shall supply the names and addresses of major material suppliers when requested to do so by the Owner.

Proposals will be compared on the basis of the Engineer's Estimates of quantities of work to be done, and materials to be furnished. These quantities are approximate only, any may be increased or decreased; final payment will be based on the actual quantities delivered or in place and accepted upon completion of the job.

Attention of Bidder is directed to Paragraph 19 of the General Conditions of the Contract.

The City reserves the right to reject any unreasonable or unbalanced bid. The City also reserves the right to reject all bids.

The Contractor shall obtain all permits and pay all fees or charges necessary for lawful prosecution of the work and shall comply with all laws and regulations and ordinances. Particular attention is directed to the provision of the State Laws as to employer liability, the law and for an eight (8) hour day on public work and the minimum wage requirements.

Bidders must furnish an Affidavit of Non-Collusion with the bid.

Prospective bidders are advised that the City does not guarantee the location of any sub-surface structures nor the character of any sub-surface material. The indication of such structures on the drawings are based on the best available data, but should not be regarded as conclusive.

The City will provide construction inspection without cost to the Contractor.

The City of Fairfield reserves the right to delete any item from the Contract and perform the Work with City forces. The cost of the Contract will be reduced by the amount of the item or items deleted.

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Construction Drawings, Specifications, or the Contract Documents, or finds discrepancies or omissions therein, he shall submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or corrections of the Construction Drawings, Specifications, or the Contract Documents will be made only by Addendum, duly issued, and a copy of such Addendum(s) will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the City nor the agency will be responsible for any other explanation or interpretation of the documents.

The City of Fairfield's mailing address is 5350 Pleasant Avenue, Fairfield, Ohio 45014.

The following list of items shall be furnished to the City by the Bidder or Contractor at the time specified for each item.

	<u>Item</u>	<u>Copies</u>	<u>Time of Submission</u>
A.	Bid Form	1	Bid Opening
B.	Non-Collusion Affidavit	1	Bid Opening
C.	Bid Bond	1	Bid Opening
D.	Signed Contract	1 (Original)	Entering Contract
E.	Insurance Certificates	1	Entering Contract
F.	Performance Bond	1 (Original)	Entering Contract
G.	Payment Bond	1 (Original)	Entering Contract
H.	Shop Drawings and Schedule of Material	6	Twenty (20) Days after Notice to Proceed
I.	List of Sub-Contractors	1	Entering Contract
J.	Payroll Information	1	With Each Payment Request
K.	Partial Payment Request	1	Monthly
L.	Final Payment Request	1	Completion of Work
M.	Affidavit of Payment	1	With Each Payment Request
N.	Reproducible "As-Built" Drawings	1	With Final Payment
O.	Contractor's Release	1 (Original)	With Final Payment
P.	Affidavit of Contractor Or Supplier of Non Delinquency of Personal Property Taxes	1 (Original)	At Bid Opening
Q.	Bidder's Questionnaire	1	At Bid Opening
R.	Emergency Contact List	1	At Pre-Construction Meeting

**CITY OF FAIRFIELD, OHIO
SECTION E**

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, and Regulations
11. Protection of Work, Property, and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination, and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guarantee
30. Arbitration
31. Taxes
32. Property and Income Tax
33. Location of Utilities
34. Prevailing Wages

1.0 DEFINITIONS

- 1.1 Whenever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plurals thereof:
- 1.2 Addenda - Written prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections.
- 1.3 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 Bidder - Any person, firm or corporation submitting a bid for the Work.
- 1.5 Bonds - Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.6 Change Order - A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 Contract Documents - The Contract, including Notice to Bidders, Bids, Information for Bidders, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom the Owner has executed the Agreement.
- 1.11 Drawings - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared and/or approved by the Engineer.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Field Order - A written order effecting a change in the work not involving and adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.14 Notice of Award - Written notice from the Owner to the successful bidder of the acceptance of the Bid.
- 1.15 Notice to Proceed - Written notice from the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- 1.16 Owner - The City of Fairfield, Ohio.
- 1.17 Project - The undertaking to be performed as provided in the Contract Documents.

- 1.18 Resident Project Representative - The authorized representative to the Owner who is assigned to the Project site or any part thereof.
- 1.19 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.20 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.
- 1.21 Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.22 Substantial Completion - That date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.23 Supplemental General Conditions - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable state laws.
- 1.24 Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 Work - All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the Project.
- 1.26 Written Notice - Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2.0 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplemented will become a part of Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3.0 SCHEDULES, REPORTS, AND RECORDS

- 3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.
- 3.2 Within ten (10) days of the acceptance date of Notice to Proceed, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start various parts of the Work, estimated date of completion of each part, and as applicable:
 - a. The dates at which special detail drawings will be required; and
 - b. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

4.0 DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or occupation by the Owner.
- 4.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 4.3 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings, shall be immediately reported to the Engineer, in writing within ten (10) days from discovery of discrepancies, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

5.0 SHOP DRAWINGS

- 5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order.

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

6.0 MATERIALS, SERVICES, AND FACILITIES

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

7.0 INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.
- 7.3 The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing, or approval.
- 7.5 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

- 7.6 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- 7.7 If any Work is covered contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 7.8 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

8.0 SUBSTITUTIONS

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

9.0 PATENTS

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

10.0 SURVEYS, PERMITS, REGULATIONS

- 10.1 The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes, for pile locations and other working points, lines, elevations, and cut sheets.
- 10.2 The Contractor shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the execution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the general or project Specifications. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.

11.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

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

- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.
- 11.4 Subsection 107.12 of the Construction and Material Specifications is supplemented by the following:
- The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.
- The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g. curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of its operations; except when a portion of a sprinkler system within the right-of-way must be removed, the remaining lines shall be capped. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimension. Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.
- The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the right-of-way which are designated for removal and would be destroyed because of the Work.
- All costs to the Contractor for protecting, removing and restoring existing improvements shall be included in its Bid.
- 11.5 The Contractor shall not place construction materials, soil, debris or other materials and items such as vehicles and equipment on privately owned property in the vicinity of the project without

first having obtained in writing the approval of the owner(s) of those properties. A copy of each such approval form shall be provided to the inspector before the property is used. Any such property shall be cleared and returned to some reasonable condition to the satisfaction of the owner and the City before the project will be accepted. A written sign-off letter from the property owner shall be filed with the City prior to the final project acceptance.

12.0 SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Work, a qualified supervisor or superintendent who shall have been designated in writing, before starting work, by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

13.0 CHANGES IN THE WORK

- 13.1 The Owner may at any time as the need arises order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 13.2 The Engineer, also, may at any given time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Time or Price, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for a change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

14.0 CHANGES IN CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
- a. Unit prices previously approved.
 - b. An agreed lump sum.
 - c. The actual costs for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- 15.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 15.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer:
- a. Any preference, priority, or allocation order duly issued by the Owner.
 - b. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseeable weather.
 - c. To any delays of Subcontractors occasioned by any of the causes specified in above paragraphs a. and b. of this article.
- 15.4 No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.
- 15.5 No work shall be performed at night or on holidays observed by the City of Fairfield, except work pertaining to the public safety, or with the permission of the Construction Services Manager and in accordance with such regulations as he shall furnish in writing.

Before performing any work at said times, except work pertaining to the public safety, the Contractor shall give written notice to the Construction Services Manager so that proper inspection may be provided. "Night", as used in this paragraph, shall be deemed to include the hours from 5 p.m. to 7 a.m. of the next succeeding day.

Listed below are the Holidays that will be observed by the City of Fairfield:

<u>HOLIDAY</u>	<u>OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February

Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve

Christmas Day

Friday preceding Easter Sunday
Last Monday in May
July 4 or as designated by City
First Monday in September
Second Monday in October
Fourth Thursday in November
Fourth Friday in November
A working day immediately
preceding of immediately following
Christmas Day as determined by
The City Manager
December 25, or as determined by
the City Manager

16.0 CORRECTION OF WORK

- 16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

17.0 SUBSURFACE CONDITIONS

- 17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of subsurfaces or latent physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- 17.2 The Owner shall promptly investigate the conditions and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18.0 SUSPENSION OF WORK, TERMINATION, AND DELAY

- 18.1 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, if directly attributable to any suspension.
- 18.2 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such expenses SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In all Work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work. Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the

stoppage of the Work.

19.0 PAYMENTS TO THE CONTRACTOR

- 19.1 At least ten 10 days before each progress payment falls due but not more often than once a month, the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate either indicate in writing his approval of payment and present the partial payment to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment estimate. The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitable stored either at or near the site.
- 19.3 Prior to Substantial Completion, the Owner, with the approval of the Engineer, and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 19.4 The Owner shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.
- 19.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

- 19.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for such payments made in good faith.
- 19.7 If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each sum payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
- 19.8 The Contractor shall maintain a set of drawings on the job site to show all changes in Work, dimensions of underground runs, locations, etc. Drawings shall be updated daily. Upon completion of the Work, these drawings of record shall be delivered to the Engineer. The ten percent (10%) retention will not be returned to the Contractor until the Drawings of Record ("As Built Drawings") have been approved.

20.0 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

21.0 INSURANCE

- 21.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- a. Claims under worker' compensation, disability benefit and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees;
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of Work. The insurance companies affording all coverage must be rated A or better by Best's Key Rating Guide Property-Casualty, latest edition. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days Written Notice has been given to the Owner.
- 21.3 The Contractor shall procure and maintain, at his own expense, during the Contract Time, Liability Insurance as specified in 107.12 of the State of Ohio Department of Transportation Construction and Materials Specifications.

22.0 CONTRACT SECURITY

- 22.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and Agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the Work is to be performed and made on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the Treasury Department Circular No. 570. The expense of these Bonds shall be borne by the Contractor. If at any time a Surety on any Bond is declared a bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after written notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums

on such Bond shall be paid by the Contractor. No further payments shall be deemed due and no further payments shall be made until the new Surety or Sureties shall have furnished an acceptable Bond to the Owner.

23.0 ASSIGNMENTS

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

24.0 INDEMNIFICATION

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

25.0 SEPARATE CONTRACTS

- 25.1 The Owner reserves the right to let other Contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- 25.2 The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work and theirs.

- 25.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 14 and 15.

26.0 SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 26.2 The Contractor shall not award Work to Subcontractor(s), in excess of fifty (50) percent of the Contract Price, without prior written approval of the Owner.
- 26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

27.0 ENGINEER'S AUTHORITY

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

28.0 LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 28.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
- 28.4 The Contractor shall not place construction materials, soil, debris or other materials, and items such as vehicles and equipment on privately owned property in the vicinity of the project without first having obtained, in writing, the approval of the owner(s) of those properties. A copy of each such approval form shall be provided to the inspector before the property is used. Any such property shall be cleared and returned to some reasonable condition to the satisfaction of the owner and the City before the project will be accepted. A written sign-off letter from the property owner shall be filed with the City prior to the final project acceptance.

29.0 GUARANTEE

- 29.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects within two (2) working days after receiving notice from the City or within that time as may be allowed by the City, the Owner may do so and charge the Contractor the cost thereby incurred. Notice may be by phone or letter to the Contractor. The Contractor will be responsible for defective materials and must replace defective materials at the Contractor's cost. The performance Bond shall remain in full force and effect through the guarantee period.

30.0 ARBITRATION

- 30.1 All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

- 30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31.0 TAXES

- 31.1 The Contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is performed.

32.0 PROPERTY AND INCOME TAX

- 32.1 The Contractor shall provide at time of Bid Opening, an executed **Affidavit of Contractor or Supplier of Non Delinquency of Personal Property Taxes** form.

33.0 LOCATION OF UTILITIES

- 33.1 All existing City owned utilities shall remain in service until such time that any new installation being brought on line has been tested and accepted for service by the City. All connections to existing lines in service shall be performed as a hot connection unless otherwise noted.
- 33.2 The Contractor shall be responsible for field locating and depth verification of all City owned utilities (i.e., water mains, water lines, hydrants, valves, sanitary and storm sewer mains, sanitary and storm sewer laterals, sanitary and storm sewer manholes, and associated appurtenances), prior to the installation and/or relocation of any public or City owned utility or cutting of roadway. The Contractor shall not receive any direct compensation for field verification of the exact location and/or depth of any City owned utility.

34.0 PREVAILING WAGES

- 34.1 Refer to Section F of specifications pertaining to prevailing wages requirements.

**CITY OF FAIRFIELD, OHIO
SECTION F
WAGE RATES**

THIS PROJECT IS SUBJECT TO CURRENT STATE PREVAILING WAGE RATES.

A copy of prevailing wage rates is available for viewing at the Public Works Facility, 8870 N. Gilmore Road, Fairfield, Ohio, 45014.

Prevailing wage information can also be obtained online at the Division of Labor and Worker Safety Website <http://www.com.ohio.gov/laws/> under Online Services.

PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

“New” construction threshold for <i>Building Construction</i>:	\$250,000
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“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:	\$75,000
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As of January 1, 2022:

“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$96,091
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“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$28,789
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- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

- a. intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports
- b. intentional misclassification of employees for the purpose of reducing wages
- c. intentional failure to pay the prevailing wage
- d. intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Bureau of Employment Services Wage and Hour Division
- e. intentionally employing an officer, of a contractor or subcontractor, that prohibited from contracting, directly or indirectly, with a public authority

3.0 **RESPONSIBILITIES:**

- 3.1 Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Bureau of Employment Services, Wage and Hour Division, for the classification of work being performed.
 - a. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 - b. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 - c. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc., unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of OBES Wage and Hour Division must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- 3.2 Use of apprentices and helpers cannot exceed the ratios permitted in the wage rate schedule.
 - a. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 - b. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- 3.3 Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Bureau of Employment Services or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
 - a. Time cards, time sheets, daily work records, etc.
 - b. Payroll ledger/journals and canceled checks/check register.
 - c. Fringe benefit records must include program name, address, account number and canceled checks.
 - d. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

- e. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- f. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- g. Prior to submitting the initial payroll report, supply the Prevailing Wage coordinator with your project dates to schedule reporting of your payroll
- h. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address and telephone number for each.
- i. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. Copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- j. Supply all subcontractors with the Prevailing Wage Rates and changes.
- k. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information.

- Employees' names, addresses, and social security numbers
Corporate Officers/Owners/Partners and any salaried personnel who do physical work on the project are considered employees. All rates and reporting requirements are applicable to these individuals.

- Employee's work classifications:
Be specific about the laborers and/or operators.
For all apprentices, show level/year and percent of journeyman's rate.

- Hours worked on the project for each employee:
The number of hours worked in each day and the total number of hours worked each week.

- Hourly rate for each employee:
The minimum rate paid must be the wage rate for the appropriate classification.
The Department's Wage Rate Schedule sets this rate.

All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

- Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee:
When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

- l. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- m. Send a final Affidavit to the Prevailing Wage Coordinator upon the completion of the Project.

PREVAILING WAGE NOTIFICATION

Project Name: _____

Project Location: _____

Prevailing Wage Coordinator:

Employee:

Name: _____

Name: _____

Street: _____

Street: _____

City: _____

City: _____

State/Zip: _____

State/Zip: _____

Phone: _____

Phone: _____

You will be performing work on this project that falls under these classifications.

You will be paid the appropriate rate for the type of work you are performing.

Hourly fringe benefits paid on your behalf by this company:

Health Insurance _____

Life Insurance _____

Pension _____

Bonus _____

Vacation _____

Holiday _____

Sick Pay _____

Training _____

Other _____

Total Hourly Fringes _____

Classification:

**Prevailing Rate
Total Package:**

**- Your Fringe
Benefit:**

**Your Hourly
Base Rate:**

Jobsite posting of prevailing wage rates located:

Employee signature: _____ Date: _____

CERTIFIED PAYROLL REPORT

Employer Name & Address			Name of General / Prime Contractor			Project Name & Location			Contracting Public Authority						
Check if subcontractor <input style="width: 20px; height: 15px;" type="checkbox"/>			Week Ending			Payroll # Page _____ Of _____			Project Number						
1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date	4. Project Total Hrs.	5. Base Rate	6. Project Gross	7. Fringes: Cash ☐ Approved Plans ☐ Cash & Approved Plans ☐					8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
							H&W	Pens	Vac	App	Other				
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Date _____ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title _____ Signature _____

Instructions for Preparing Certified Payroll Reports

General:

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

Ohio Department of Commerce, Wage and Hour Bureau,
50 West Broad Street,
Columbus, Ohio 43215, (614) 644-2239

Certified Payroll Heading:

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority.

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority. If there is no number leave blank.

Payroll Information by column:

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

AFFIDAVIT OF COMPLIANCE

PREVAILING WAGES

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of _____
(Company Name)

for all hours worked on the _____
(Project name and location)

project, during the period from _____ to _____ are in
(Project dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

(Notary Public)

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

**CITY OF FAIRFIELD, OHIO
SECTION G
AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 20____, between the City of Fairfield, hereinafter called "Owner" and _____ doing business as _____,
(Individual, Partnership, Corporation)
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the _____

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract documents within _____ calendar days after the issuance of the Notice to Proceed and will complete the same within _____ calendar days unless otherwise specified by the Contract Documents.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with terms therein for the sum of \$_____ or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - a. Notice to Bidders
 - b. Instructions to Bidders
 - c. Bid Form
 - d. Bid Bond
 - e. Agreement
 - f. General Conditions
 - g. General and Project specifications
 - h. Payment Bond and Performance Bond
 - i. Contract Bond
 - j. Notice of Award
 - k. Notice to Proceed
 - l. Change Order
 - m. Drawings prepared by _____
 - n. Specifications prepared or issued by _____
Dated: _____
 - o. Addendum
No. _____, Dated _____, 20____
No. _____, Dated _____, 20____

6. The Owner will pay to the contractor in the manner and at such times as set forth in the General Conditions such amounts as requested by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in _____(number) copies each of which shall be deemed an original on the date first written above.

ATTEST:

Name: _____

(SEAL)

ATTEST:

Name: _____

OWNER:

By: _____

Name: _____

Title: City Manager

CONTRACTOR:

Name: _____

Title: _____

Address: _____

The undersigned, Finance Director of the City of Fairfield, Ohio certifies hereby that funds to cover payment for work embodied in this Contract are presently available or in the process of collection and will be available when and as payments are due.

Finance Director

Approved as to Form:

Approved as to Content:

Law Director, City of Fairfield, Ohio

Director

**CITY OF FAIRFIELD, OHIO
SECTION H
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

Name of Contractor

Address of Contractor

Partnership, Corporation, Individual

Called Principal, and _____
(Name of Surety)

Hereinafter called Surety, are held and firmly bound unto the City of Fairfield and the Ohio Department of Transportation, hereinafter called Owner, in the penal sum of \$ _____(written) _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right to any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20 ____.

ATTEST:

Principal Secretary

By: _____

SEAL

Witness as to Principal

Address

Address

Surety

ATTEST:

Surety Secretary

SEAL:

Witness as to Surety

By: _____
Attorney in Fact

Address

Address

NOTE: Date of Bond must not be prior to date of Contract. If a Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must have a Best's rating of at least A and be authorized to transact business in the State of Ohio.

**CITY OF FAIRFIELD, OHIO
SECTION I
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporate, Partnership, Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Fairfield, 5350 Pleasant Avenue, Fairfield, Ohio 45014, hereinafter called Owner, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20____. A copy of which is hereto attached and made part hereof for the construction of

NOW, THEREFORE, if the Principal shall promptly made payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, fuels, repairs on machinery, equipment, and tools , consumed or used in connection with the construction of such work, and for all labor performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying shall in any way affect its obligation on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this the _____ day _____, 20_____.

ATTEST:

Principal

Principal Secretary

By: _____

SEAL:

Witness as to Principal

Address

Address

Surety

ATTEST:

Witness as to Surety

Witness as to Surety

By: _____
Attorney in Fact

Address

Address

NOTE: Date of Bond must not be prior to date of Contract. If a Contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must have a Best's rating of at least A and be authorized to transact business in the State of Ohio.

**CITY OF FAIRFIELD, OHIO
SECTION J**

APPLICATION FOR PAYMENT

1.0 GENERAL

- 1.1 All billings for the project must be submitted on the enclosed approved forms, together with all payroll information and affidavits for the Contractor and Subcontractors.
- 1.2 Any payment, however, partial or final, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

2.0 PARTIAL PAYMENT

- 2.1 In order for a Partial Payment Request to be considered, the following items are required:

<u>Item</u>	<u>No. of Copies</u>
Application and Certificate for Payment	1
Affidavit of Payment	1
Certified Payroll Information	1

- 2.2 Partial payment requests should be forwarded to the Engineer.

3.0 FINAL PAYMENT

- 3.1 Before the Owner makes final payment, the Contractor shall submit to the Owner a final release stating that all payrolls, material bills, subcontractors, and other indebtedness be connected with the work have been paid and providing for handling claims that may be outstanding or that may arise after the settlement.
- 3.2 It is understood that the Contractor is to guarantee to the Owner all construction against defective materials, equipment and workmanship for a period of twelve (12) months after acceptance, and shall take immediate steps to correct or replace such defective materials, equipment or workmanship without cost to the Owner.
- 3.3 The work will not be considered as completed, and final payment will not be made, until all final cleaning up has been done by the Contractor in a manner satisfactory to the Engineer.

3.4 In order for a Final Payment Request to be considered, the following items are required:

<u>Item</u>	<u>No. of Copies</u>
Application and Certificate for Payment	1
Affidavit of Payment	1
Certified Payroll Information	1
Affidavit of Contractor for Prevailing Wages	1
Contractor's Release	1
Reproducible "As-Built Drawings"	1

3.5 Final payment requests should be forwarded to the Engineer.

**CITY OF FAIRFIELD, OHIO
CONTRACTOR'S FINAL RELEASE**

This is to certify that _____ of _____, _____, Contractor for the _____, Fairfield, Ohio, _____ has completed said Contract. The Contract between _____ and the City of Fairfield, Ohio under which work was performed was dated _____. The project was designated as _____, Project No. _____.

Further, this is to certify that Application for Payment No. _____, (Final) in the amount of _____ is acceptable to _____ and that when said payment is approved by the City of Fairfield, Ohio, _____ will accept a check for that amount as full and final settlement for said Contract and thereby release the City of Fairfield, Ohio from further liability thereon.

Further, this is to certify that all due and just claims for damages and all due and just accounts for labor performed and materials furnished in connection with the construction of the above project have been paid.

Further, Affiant hereby agrees to correct and/or replace workmanship, materials, and/or equipment that may be defective within twelve (12) months after _____ (date) in accordance with the guarantee provisions of the Contract.

(Company Name)

By _____

Title _____

Subscribed and sworn to on this the ____ day of _____, 20____.

Notary Public

To(Owner) CITY OF FAIRFIELD
5350 PLEASANT AVENUE
FAIRFIELD, OH 45014

Contract No.
Contract Date:

- ☐ Owner
- ☐ Wages
- ☐ Contractor
- ☐ Finance Department
- ☐ Project File

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and current payment shown herein is now due.

BY: _____ DATE: _____

APPROVED FOR PAYMENT IN THE AMOUNT OF

[illegible]

1. Original Contract Sum	
2. Net change by Change Orders	
3. Contract Sum to Date (Line 1 + 2)	
4. Total Completed & Stored to Date	
(COLUMN G on G703)	
5. RETAINAGE:	
10% Withheld	
(COLUMN D + G ON G703)	
b. ____ % of Stored Material	
(COLUMN F ON G703)	
Total Retainage (Line 5a+5b or	
(Total in Column I of G703)	
6. Total Earned less Retainage	
(Line 4 less Line 5 Total)	
7. Less previous Certificates for Payment	
(Line 6 from prior certification)	
8. Current Payment Due	
9. Balance to finish, plus retainage	
(Line 3 less Line 6)	

CONTINUATION SHEET

Project Name:

Application Number:

Application Date:

Period to:

CONTRACT NO:

In the tabulation below, amounts are slated to the nearest dollar
Use Column 1 on Contracts where variable retainage for line items may apply.

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G		H Balance to Finish (C-G)	I Retainage
			From Pre- vious Ap- plication (D+E)	This Period		Total Completed and Stored to Date (D+E+F)	% (G-C)		

**CITY OF FAIRFIELD, OHIO
AFFIDAVIT OF PAYMENT**

_____, being first duly sworn, says that he is the
(Name of Person Signing)

_____ of _____
(Title) (Name of Contractor or Subcontractor)

having a Contract with _____ for
(City of Fairfield or Prime Contractor)

(Description of Project)

situated on or in front of the following described property in Butler County, Ohio, viz:

_____ whereof the City of
Fairfield, Ohio was the owner, part owner, or lessee.

Subcontractors

Affiant further says that the following shows the names of every subcontractor in the employ of said

(General Contractor)

giving the amount, if any, which is due, or to become due, to them, or any of them, for work done, or material,
or machinery, or fuel furnished to date hereof under said Contract.

NOTE: This statement must be accompanied by a similar sworn statement by each of the Subcontractor listed.

Name	Address	Trade	Amount*

*AMOUNT: Amount due or to become due for work and/or materials to date hereof.

Material Men

Affiant further says that the following shows the names of every person furnishing machinery, material, or fuel to _____ giving the amount, if any, (General Contractor) which is due, or to become due, to them, or any of them, for machinery, material, or fuel furnished to date hereof, under said Contract.

Name	Address	Trade	Amount*

NOTE: The above must be accompanied by a "Certificate of Material-Man". In lieu of such certificate, there may be furnished a written waiver of lien, a written release, or receipt.

Labor

Affiant further says that the following shows the names of every laborer unpaid in the employ of _____ furnishing labor under said Contract, giving the amount, if (General Contractor) any, which is due, or to become due, for labor done to date hereof.

Name	Address	Trade	Amount*

NOTE: If the fact that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and amount due or to become due.

Affiant further states that there is due or to become due to

for work performed, or machinery, material, or fuel furnished to

to date hereof under said Contracts, the sum of \$_____.

That the amounts due or to become due to said subcontractors, material men, and laborers for work done or machinery, material, or fuel furnished to the date hereof, to _____ are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing material, machinery, or fuel, hereto attached, and made a part hereto.

Affiant further states that _____ has not employed or purchased or procured machinery, material, or fuel furnished, under said Contracts, other than above set forth.

Signature

Name

Title

Subscribed and sworn to on this the ____ day of _____, 20__.

Notary Public

CITY OF FAIRFIELD
PAYROLL INFORMATION

Date: _____

I, _____, _____, do hereby state:
(Name of Signatory Party) (Title)

1. That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that
(Building or Work)

during the payroll period commencing on the _____ day of _____, 20 ____, and ending on the _____ day of _____, 20 ____. All persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____

(Contractor or Subcontractor)

from the full weekly wages earned by any persons and that no deductions have been made either directly or indirectly from the wages earned by any person, other than permissible deductions as defined as Regulations and described below:

2. That any payrolls otherwise under this Contract required for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the specifications as supplied by the Department of Industrial Relations or any wage determination incorporated into the Contract that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency.

4. That:

a. Where fringe benefits are paid to approved plans, funds or programs:

[] In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits are listed in the Contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 c. below.

b. Where fringe benefits are paid in cash:

[] Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in Section 4 c. below:

c. Exceptions:

Exception (Craft)	Explanation

Remarks:

Name and Title _____, _____

Signature _____

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in amended Section 4115.99.

PAYROLL INFORMATION

Name of __ Contractor or __ Subcontractor				Address				Telephone #											
Payroll #				For Week Ending															
Project Name				Project Location				Project or Contract #											

Name, Address & Social Security # of Employee	Week	Work Classification	ST Or OT	Date and Date							Total Hours This Pay	Rate of Pay	Gross Amt. (All Jobs)	Deductions						Net Wages for Week
				S	M	T	W	T	F	S				FICA	With-hold. Tax	Fair-field Tax	State Tax	Other	Total Deduc-tions	
				Hours worked each day																
			OT																	
			ST																	
			OT																	
			SR																	
			OT																	
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CITY OF FAIRFIELD, OHIO
AFFIDAVIT OF CONTRACTOR
OR SUBCONTRACTOR
PREVAILING WAGES

I, _____, _____

(Name of person signing Affidavit)

(Title)

of the _____, do hereby certify that the wages paid to all employees for the full
number of hours worked in connection with the contract to the Improvement, Repair and Construction of:

(Project and Location)

during the following period from _____ to _____ is in accordance with the
prevailing wage prescribed by the Contract Document.

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

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

(Signature of Officer or Agent)

Subscribed and sworn to on this the ____ day of _____, 20____.

Notary Public

**CITY OF FAIRFIELD, OHIO
SECTION L**

GENERAL SPECIFICATIONS

STORM SEWER LINING

1.0 ENGINEER'S ESTIMATE

1.1 Total cost for labor and materials. \$150,000.00

2.0 ENGINEER OF RECORD

2.1 The City Engineer for the City of Fairfield or his designee shall be the representative for the City of Fairfield.

2.2 The City Engineer is Nick Dill, P.E., mailing address 8870 N. Gilmore Road, Fairfield, Ohio 45014, phone (513) 867-4221, email ndill@FairfieldOH.gov.

3.0 SPECIFICATION DOCUMENTS

3.1 The State of Ohio Department of Transportation Construction and Material Specifications, and the City of Fairfield, Ohio Design, Construction and Materials Specification Handbook and their requirements are made part of these specifications.

4.0 PERMITS AND INSPECTIONS

4.1 The contractor shall be responsible for obtaining all required permits and inspections for the construction of the project. There shall be no charge for City permits and inspections.

5.0 STATE PREVAILING WAGES

5.1 This project is locally funded, state prevailing wages do apply.

6.0 PREBID MEETING

6.1 No prebid meeting is required for this project.

7.0 PRECONSTRUCTION MEETING

7.1.1 Prior to construction, there shall be a preconstruction meeting between the contractor,

construction project engineer, and ODOT personnel. The purpose of the preconstruction meeting is to discuss details on the constructing of the project, bid proposal, specifications, plans, method of payment, Contractor's progress schedule, EEO, DBE, and Prevailing Wage Responsibilities.

- 7.2 The Contractor shall provide a progress schedule, list of material sources, list of Subcontractors, a list of 24 hour emergency contacts, and a list of haul roads and designated local detours. The Contractor needs to request permission from the City for both the use of local roadways to be used for hauling materials and equipment to and from the project, and designated local detours. The City will inform the general public of project information regarding lane and road closures, and any temporary restrictions to access that will be experienced during construction. The Contractor shall provide the City with adequate notice (typically 72 hours) in order for the City to post press releases or otherwise notify the general public.

8.0 PROGRESS MEETINGS

- 8.1 During construction, there shall be progress meetings between the contractor's representatives and the City. Attendance at these meetings is required for the Contractor's Superintendent, the City's person in responsible charge, the Inspector, and others as dictated by the point in progress including representatives of Subcontractors, suppliers, utilities, etc. The meetings will be held every two weeks or as dictated by the needs of the project and the City.

9.0 PROGRESS SCHEDULE

- 9.1 The progress schedule must be updated periodically, including at the beginning of the project, once a month during the project, and in the event of a delay.

**CITY OF FAIRFIELD, OHIO
SECTION M**

PROJECT SPECIFICATIONS

2023 STORM SEWER REHABILITATION VIA PVC LINING

1.0 SUMMARY OF WORK

- 1.1 This project consists of a one hundred eighty (180) day contract covering sanitary sewer and storm sewer improvements for the City of Fairfield (Owner), Ohio and shall not necessarily be limited to the items and/or quantities set forth in this proposal.
- 1.2 Sanitary and Storm main shall be rehabilitated by an installation process that is in strict accordance with the American Society for Testing and Materials (ASTM) F-1216 inversion method and National Association of Sewer Service Companies (NASSCO) standards.
- 1.3 This contract includes all work necessary for the rehabilitation of sewer main, such as the T.V. inspections, cleaning, bypass pumping, reconnecting of sewer services, traffic control (cones and flagmen), and any other items required.
- 1.4 Estimated costs of the storm sewer improvements are listed in section L.
- 1.5 Quantities shown on the bid forms shall not be construed to represent the amount of work to be done under this contract, but rather, they are to be used only for the purpose of evaluating bids.
- 1.6 The Contractor must submit with the bid, references from past CIPP lining project(s) with an internal pipe diameter of 24" or larger within the State of Ohio.

2.0 SPECIAL PROJECT PROCEDURES

- 2.1 Contractors are required to visit each site prior to bidding for this project.
- 2.2 Prior to any work starting, a preconstruction meeting must be held with the Owner.
- 2.3 The Contractor is responsible for obtaining any permits required by the City of Fairfield and conforming to any requirements set forth in the permits. Contractors are not required to be licensed sewer tapper's for this project.
- 2.4 Phases of the construction which involves the temporary interruption of essential services shall be scheduled in consultation with the Owner or his representative and shall not be of longer duration than 8 hours. Notification of any customers of the temporary interruption is the sole responsibility of the Contractor. The type of notification must be considered

adequate by the City but must be provided at least two (2) days notice to affected customers prior to the commencement of any work. Written notice must include a local telephone number of the Contractor they can call to discuss any potential problems.

- 2.5 If a street must be closed to traffic because of orientation of the sewer, the Owner shall institute the actions necessary to provide access during this for the mutually agreed time period. The contractor will be required to provide all necessary traffic control personnel.

3.0 GENERAL REQUIREMENTS

- 3.1 Scope/Intent: This specification provides for the reconstruction of sewer pipelines by installation of a cured-in-place-pipe (CIPP) via the ASTM F-1216 inversion method. The finished pipe shall extend over the installation length in a continuous, tight-fitting, watertight pipe-within-a-pipe. The Contractor shall provide all labor, equipment, materials, tools, and appurtenances required to clean and pre-televise, line, and reinstate service connections, and post videotape the sewer pipelines.
- 3.2 Reference Specifications: This specification references standards from the American Society for Testing and Materials, such as: ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)), ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe), ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.
- 3.3 Liability: In addition to liability requirements defined elsewhere in the Contract Documents, the Contractor will be held fully liable for any damage to manholes, laterals, or piping that is caused by the Contractor's negligence during the installation of the liner.
- 3.4 Patents, Trade Secrets, Copyrights: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights, trade secrets protection rights, or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work, and if to the actual knowledge of the Owner or Engineer its use is subject to patent rights, trade secret protection rights, or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court arbitration costs) arising out of any infringement of patent rights, trade secret protection rights, or copyrights incident to the use in the performance of the work or resulting from the incorporation in the

work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims.

3.5 Submittals Required at Time Of Bid:

- A. Design: The Bidder shall submit designs for each manhole to manhole section of pipe. These designs shall be made in strict accordance with ASTM F-1216 and project specifications. Designs shall include any assumptions made in addition to those specified herein, all calculations and inputs, and the design output.
- B. Materials: Certification: Joint certification of materials from the Manufacturer and Contractor shall state that the materials supplied for this project will meet or exceed requirements of this specification once installed under field conditions. The certification must include a statement indicating that physical properties of 95% or more of field samples of the composite will meet or exceed properties used as input for the designs submitted for this project.
- C. Experience/Project References: Submit references of at least five (5) projects performed within the past three years. These projects must be similar in scope and complexity to the project being bid. These references shall include the following: (1) Project title, location, and contract value; (2) Project description, including pipe diameters, linear feet, and number of service connections reinstated; (3) Client contact, including customer name, address, and phone number; and (4) Problems which required removal of the installed reconstruction system, or digging to reinstate service connections.
- D. Service Life: Describe and document the expected service life of the proposed product. Include empirical data and third-party tests used to determine and support the estimated service life. Include third-party test results which support the enhancement factor (K) and the percent retention of properties (creep properties) included in the submitted design.
- E. Resin Impregnation: Submit a narrative and any accompanying drawings describing the procedure for resin impregnation of the tube. Special emphasis shall be placed on methods for ensuring air is evacuated from voids which are to be filled with resin. Methods for inspecting the tube to assure adequate impregnation of resin shall be included.

4.0 MATERIALS AND EXECUTION

- 4.1 General: An approved resin-impregnated flexible tube shall be used to form the composite, cured-in-place pipe. The resin impregnated flexible tube shall be installed via the F-1216 inversion method into an existing conduit by utilizing a hydrostatic head or steam. When specified, this system may be used in sanitary and combined sewers, storm drains, and sewer service laterals. Resin properties must be equal to or exceed the minimum criteria established herein.

- 4.2 Material Composition and Testing: The tube shall consist of one or more layers of flexible needled felt or an equivalent woven and/or non-woven material capable of carrying resin, withstanding installation pressures and curing temperatures, and compatible with the resin system used. The resin used shall be compatible with the rehabilitation process and be able to cure in the presence or absence of water. The initiation temperature for cure shall be as recommended by the resin manufacturer and approved by the Owner.
- 4.3 Tube Acceptance: At the time of resin impregnation, each lot shall be inspected for defects. The resin shall not contain fillers or additives, except those required for viscosity control, fire retardant, modulus enhancement, chemical resistance, or extension of pot life. Thixotropic agents which will not interfere with visual inspection may be added for viscosity control. Also, the opaqueness of the plastic coating shall not interfere with visual inspection. Resins may contain pigments, dyes, or colors, which do not interfere with visual inspection of the cured-in-place liner pipe or its required properties. For testing purposes, a lot shall consist of all the tube for a given rehabilitation run.
- 4.4 Resin Impregnation: The tube shall be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used shall be sufficient to fill all voids in the tube material at nominal thickness and diameter. The resin volume quantity shall be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. A roller system shall be used to uniformly distribute the resin throughout the tube. The Contractor shall designate a location where the CIPP tube will be vacuum impregnated prior to installation. The Contractor shall allow the owner's representative to inspect the materials and procedures used to vacuum impregnate the tube.
- 4.5 Marking: Liner shall be clearly marked at an interval not to exceed 5 feet with a number which identifies the length (in footage, yardage, or meters) of the CIPP. These markings shall be clearly visible in the post-lining inspection video and include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.
- 4.6 Chemical Resistance: The CIPP shall meet the minimum chemical resistance requirements listed in Table 2-1. CIPP samples for testing (at the Owner's discretion and expense) shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating must meet these chemical-testing requirements. Chemical resistance tests shall be completed in accordance with Test Method D 543 with the chemical solutions shown in Table 2-1. Exposure shall be for a minimum of 12 months at 73.4°F (23°C). During this period, the CIPP test specimens shall lose no more than 20% of their initial flexural strength and flexural modulus.

Table 4-1 Minimum Chemical Resistance Requirements for Domestic Sanitary Sewer Applications	
Chemical Solution	Concentration (%)
Nitric Acid (HNO ₃)	5
Tap Water (PH 6-9)	100

Phosphoric Acid (H3PO4)	10
Sulfuric Acid (H2SO4)	10
Gasoline	100
Vegetable Oil	100
Detergent (LAS)	0.1
Soap	0.1

- 4.7 Liner Sizing: The tube shall be sized to accommodate the forces of installation, host pipe configuration, and any other pertinent factors to assure a tight fitting final product with a smooth finish.

5.0 DESIGN

Design Parameters

- 5.1 General: The required structural CIPP wall thickness shall be designed in accordance with the guidelines in Appendix X1 of ASTM F-1216. In cases where ovality exceeds 10%, or where pipes are egg or oval shaped, alternative methods of design may be considered by the Owner. The categories of design parameters noted in Tables 5.1, 5.2, and 5.3 shall be used, unless otherwise directed by the Owner.
- 5.2 Common Design Parameters: Design inputs generally considered to be the same from site to site for a particular project are provided in Table 5-1.

Table 5-1 Common Design Parameters	
Safety Factor (1)	2.0
Soil Modulus (2)	1000 psi
Soil Density (3)	120 pcf

Notes - Table 5-1:

1. The safety factor may be reduced to 1.5 at the discretion of the Owner, normally in the case where there is accurate and detailed information known about the existing pipe and soil conditions.
 2. In the absence of site-specific information, the Engineer assumes a soil modulus of 1000 psi.
 3. In the absence of site-specific information, the Engineer assumes a soil density of 120 lb/ft³.
- 5.3 Site Specific Parameters: The information listed in Table 5-2 is specific to each manhole to manhole run of pipe. The Bidder shall use for design the information provided by the Owner/Engineer and information the Bidder collects during site visits for each manhole to manhole run.

Table 5-2 Site-Specific Design Parameters	
Ovality	Notes 1, 2
Ground Water Depth Above Invert	Notes 1, 3
Soil Depth Above Crown	Note 1
Live Load	Notes 1, 4
Design Condition (Partially or Fully Deteriorated)	Notes 1, 5
CIPP Thickness	Notes 1, 6, 7, 8

Notes - Table 5-2:

1. Design thicknesses and complete site-specific designs, in accordance with ASTM F-1216-98 (Appendix XI), shall be submitted with the bid and attached at Appendix A.
2. The Bidder shall estimate the ovality by viewing the videotapes and other information provided by the Owner. If tapes are not available, the Bidder shall assume an ovality of 3%. In cases where the ovality exceeds 10%, the Bidder may consider employing alternative design methods (such as beam design methods) to determine the pipe thickness.
3. In the absence of accurate water table information or high water elevation observed during the site visit (stream, ponds, etc.), the Bidder shall assume the height of water above the invert of the pipe as $\frac{1}{2}$ the depth from ground surface to the invert of the pipe.
4. Any pipelines running under highways or other roadways shall be assumed to carry highway live loads of H₂O (16,000 lbs.), if the pipe is fully deteriorated.
5. The Bidder shall determine if the pipe segments are partially or fully deteriorated based on viewing of tapes and other information provided by the Owner. If tapes are not available at the time of bid, the Bidder shall assume the pipes are partially deteriorated, unless otherwise directed by the Engineer.
6. Thicknesses specified (designed by the Bidder and approved by the Owner) are the final, in-ground thicknesses required. Measured sample thicknesses will not include polyurethane or polyethylene coatings, any layer of the tube not fully and verifiably impregnated with resin, or any portion of the tube not deemed by the Engineer to be a structural component of the composite.
7. The Contractor must consider any factors necessary to ensure the final, cured-in-place pipe thickness is not less than specified (designed by the Bidder and approved by the Engineer) above. These factors include any stress applied to the material during transportation, handling, installation and cure; the host pipe's material type, condition, and configuration; weather (including ambient temperature conditions); and any other factors which are reasonably expected to be found in existing combined or sanitary sewer systems.
8. Design thicknesses provided by the Contractor at the time of bid shall be evaluated by the Owner prior to award.

- 5.4 Product-Specific Design Parameters: Certain design inputs vary by manufacturer, processes design, or installation technique. These variables are listed in Table 5-3 with explanatory notes below.

Table 5-3 Minimum Product-Specific Design Parameters	
Enhancement Factor, K(1)	K = 7
Initial Flexural Strength (ASTM D 790)(2)	IIs = 4000 psi
Initial Flexural Modulus of Elasticity (ASTM D 790)(2)	Es = 300,000 psi
Retention of Properties to Account for Long-Term Effects (3)	50%
Long-Term Flexural Modulus of Elasticity (3)	EL = 150,000 psi

Notes - Table 5-3:

1. Enhancement factor (K) is the additional buckling or load resistance of the rehabilitation product due to the restraining action of the host pipe. The tighter the fit of the product within the host pipe, the greater the value of K. Third party testing of external hydrostatic loading capacity of restrained pipe samples shall be conducted to verify the enhancement factor, K. The minimum values provided are based on the “Long-Term Structural Behavior of Pipeline Rehabilitation Systems,” Trenchless Technology Center, 1994.
 2. Initial values are defined in ASTM D 790. The Owner may, at any time prior to installation, direct the Contractor to make cured samples (according to ASTM F-1216) and test them in accordance with the listed ASTM standards to verify initial values of physical properties. In such tests the Contractor’s samples must achieve a 95% pass-rate.
 3. The initial flexural modulus is multiplied by the creep factor (or percentage retention) to obtain the long-term values used for design. Long-term values shall be verified by long-term external pressure testing of circular lengths of the pipe material by third-party labs prior to bid (e.g. Trenchless Technology Center - TTC). It is understood that the material’s modulus of elasticity will not change over time; however, by convention the modulus is reduced for design purposes for all plastic pipe sections to account for the reduced ability of plastic pipe to carry loads due to the changes in pipe geometry resulting from the effects of creep over time.
- 5.5 Design Thicknesses: The Owner reserves the right to change specified thicknesses based on new information. The bid prices will be adjusted to increase or decrease unit prices as liners are thickened or thinned at the Owner’s direction.
- 5.6 Flow Capacity: Maintenance of flow capacity of existing pipes is essential. Rehabilitated pipe shall have minimum of no change in capacity. An increase in flow capacity following rehabilitation is preferred, and in no case shall the flow capacity of rehabilitated pipes be reduced.

6.0 CONSTRUCTION REQUIREMENTS

- 6.1 Notification of Residents: Prior to starting work, it is the responsibility of the Contractor to notify all residents that could be affected by the lining process. This notification shall consist of written information and verbal communication that outlines the CIPP process and timing of the project.

- 6.2 Bypass Sewage Flow: Main lines shall be kept in service by bypassing sewage flow around the section or sections of sewer to be lined. The bypass shall be made by plugging the

existing upstream manhole or adjacent sewer system. Pump and bypass lines shall be of adequate capacity and size to accommodate the flow without sewer backup. Sewer service connections within the section to be lined shall be temporarily taken out of service by the Contractor to permit relining. If sewage backup occurs and enters buildings, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims.

- 6.3 Cleaning Sewer to be Lined: Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with local, state, or federal safety regulations. All internal debris shall be removed from the existing pipeline. Gravity pipes shall be cleaned with hydraulically powered equipment, high-velocity jet cleaners, or mechanically powered equipment (see NASSCO Recommended Specifications for Sewer Collection System Rehabilitation). Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television or man entry. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than 40%. These conditions shall be noted so that they can be corrected. The original pipeline shall be cleared of these obstructions at no additional cost to the Owner. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then a point repair excavation shall be made to remove or repair the obstruction. Point repairs shall be paid as a separate item.

- 6.4 Television Inspection: After the sewer section to be lined is cleaned, inspection shall be made with a color pan and tilt, rotating head camera specifically designed and constructed for sewer inspection. Each sewer to be televised shall be isolated by plugs to eliminate sewage flow from the line section. Lighting for the camera shall provide a clear picture of the

entire periphery of the existing sewer. If the television inspection shows any areas where the sewer inside diameter may be deflected, decreased, or obstructed, the Owner may direct the Contractor to perform a point repair. Point repairs shall be paid as a separate item.

- 6.5 Inversion: The wet-out tube shall be inserted through an existing manhole or approved access point by means of the ASTM F-1216 inversion process. The application of the hydrostatic head shall be sufficient to extend the tube to the next designated manhole or termination

point. The placement procedure shall be required to produce dimples at the service connections. Tube installation forces shall be limited so as not to stretch the tube longitudinally by more than 5% of the original length. These forces shall also be limited so as not to damage the existing pipe, laterals, or manholes. The Contractor shall protect the manholes to withstand forces generated by equipment, water, or air pressures used while inverting the tube.

- 6.6 Curing: After placement of the liner is completed, a suitable heat source shall be required to distribute and recirculate hot water or steam throughout the pipe. Temperature shall be maintained during the curing period as recommended by the resin manufacturer and approved by the Project Engineer. After the tube is cured, a cool-down period shall be used prior to opening the downstream end of the liner, reconnection of services, and returning normal flow into the system. The water in the pipe shall be cooled to 100°F before discharge.
- 6.7 End Seal: Contractor is to install hydrophilic end seals at all manhole penetrations prior to mainline rehabilitation. The end seals must be composed of hydrophilic rubber and molded as a one-piece, 3-inch wide cylinder which when installed will form a 360 degree seal between the host pipe and the newly installed liner. The use of caulking, rope or band types of end seals will not be allowed. Acceptable End Seals are Insignia™ End Seals or pre-approved equal.
- 6.8 Service Connections: Existing sewer service connections shall be reinstated through the use of a closed-circuit television camera and a remote-controlled cutting device. The Owner will provide an approximate location of identified live service taps, based on office records and prior field inspections. Inactive sewer service connections shall not be re-established. When the service connection is re-established, the invert of the service connection shall match the bottom of the reinstated service opening. The service shall be re-instated from a minimum of 90 percent to a maximum of 100 percent of the original service connection. The sewer service connection cuts shall be uniform, free of burrs and sharp edges.

7.0 INSPECTION, TESTING, AND QUALITY ASSURANCE

- 7.1 Material Handling: The Contractor shall protect, store, and handle the pipe liner material during transportation, while on-site, and during installation in accordance with manufacturer's recommendations to ensure that the liner material is not damaged. If any part of the liner material becomes damaged before or during installation, it shall be repaired or replaced at the Contractor's expense.
- 7.2 Fit and Finish: The finished liner shall be continuous over the entire length of the manhole to manhole section. The finished liner shall conform to the walls of the existing (host) sewer main; therefore, it is the Contractor's responsibility to verify the section lengths and pipe dimensions. No gap or annular space between the finished liner and the existing (host) sewer main shall be visible at the manhole, sewer service connection, or other exposed points within the finished lined section. The finished liner shall be homogeneous throughout and free of any wrinkles, protrusions, holes, cracks, foreign material, blisters, or other deleterious faults or defects, which in the opinion of the Project Engineer, will affect the liner's

structural integrity, hydraulic performance, future maintenance access, and overall line performance.

- 7.3 Defects: Defects, which in the opinion of the Owner will affect the liner's structural integrity, hydraulic performance, future maintenance access, and overall liner performance shall be repaired or the line replaced at the Contractor's expense. Any lined section (from manhole to manhole) exhibiting defects will be rejected for payment until such time repairs have been made to the defective liner to the satisfaction of the Owner.
- 7.4 Liner Thickness: The final, installed liner thickness shall not be less than the design requirements. The final product thickness measurement will be evaluated from the tap coupons, plate samples, or restrained pipe samples or as determined necessary at the discretion of the Owner. It is the responsibility of the Contractor to consider site conditions and their installation process in order to determine the thickness to install to achieve the designed thicknesses. Pipe conditions may change from the time of bid; therefore, the Contractor shall notify the Owner if the existing pipe has deteriorated from the condition documented on the bid tapes so that the design thickness can be changed.
- 7.5 Testing: The Contractor shall make restrained pipe samples from every CIPP installation and submit them to the Owner for quality assurance testing. Plate samples will be accepted for testing where the diameter of the host pipe precludes making of restrained samples in the manhole. All samples will be made according to ASTM F-1216 and as directed by the Owner. The Owner shall select 10% of samples for testing. These samples will be sent to a third-party lab approved by the Owner. The Contractor shall pay the cost of shipping and testing. In general, testing will be consistent with the requirements of ASTM F-1216-98. For each section of the cured-in-place pipe liner to be tested, cut and prepare two samples. Cut one from a section selected by the Owner of cured liner

at an intermediate manhole or at a termination point that has been initiated through a like diameter pipe which was held in place by a suitable heat sink. The other sample shall be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold placed in the downtube (i.e., plate sample). The samples shall be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing. The full CIPP sample wall thickness shall be tested, whenever possible. If the sample is irregular, distorted, or of such thickness that proper testing is inhibited, then the wall thickness shall be machined away from the inside pipe face of the sample only. Thus, the test specimen shall be cut from the outside pipe face of the CIPP sample. For specimens greater than ½ inch (12.70 mm) in depth, the width-to-depth ratio of the specimen shall be increased to a minimum of 1:1 and shall not exceed 4:1. Test results must verify that the CIPP physical properties used in the design have been achieved in a minimum of 95% of the samples. The following test procedures will be completed after the sample is cured and removed:

Test Procedure: Test specimens shall be oriented on the testing machine with the interior surface of the CIPP in tension. The following test procedure shall be followed after the sample is cured and removed.

Short-Term Flexural (Bending) Properties: The initial tangent flexural modulus of elasticity and flexural strength shall be measured for gravity in accordance with Test Method D 790, Test Method 1 - Procedure A.

- 7.6 Training/Qualifications: Personnel directly involved with installing the CIPP shall be trained by the manufacturer in the handling, inserting, trimming and finishing the pipe liner.
- 7.7 Final Television Inspection: After CIPP is in place and sewer service connections are reinstated, the liner shall be televised with a color pan-tilt camera. Each line section shall be suitably isolated by sewer plugs to eliminate flow during the inspection. The pan-tilt rotating camera shall pause at each connection to evaluate the liner opening and the water tightness of the opening. The Contractor shall provide the Owner a copy of the video tape inspection of each liner section.
- 7.8 Measurement and Payment: The CIPP will be measured for payment by the linear foot actually placed in the various diameters of sewers measured along the centerline of the sewer from the inside faces of the manhole walls. Payment will be made for the quantity measured at the units price submitted on the unit price page.

8.0 CONTRACT PERIOD

- 8.1 The contract period to be for 180 calendar days from the date of Notice of Award. Contract prices to remain firm for the contract period.

9.0 PRICING

- 9.1 All bidders to use the attached Bid Proposal Form in submitting their prices.
- 9.2 The Bid Proposal Form must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid.

10.0 AWARD OF CONTRACT

- 10.1 The City of Fairfield, Ohio reserves the right, before awarding the contract, to require a bidder to submit such evidence of his qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder.

11.0 INSURANCE

- 11.0 The successful bidder shall maintain insurance to protect himself and the City of Fairfield, Ohio from claims under the Workmen's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly employed by either of them, such insurance to conform to the attached Insurance Specifications.

12.0 CONTRACTOR'S PERFORMANCE

- 12.1 Contractor shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with the general terms, conditions and specifications of this bid.
- 12.2 Contractor agrees and covenants that he and his agents and employees will comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under this contract.
- 12.3 Contractor will ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- 12.5 The Contractor shall submit daily confined space entry reports to the Owner, at the completion of the days lining.
- 12.4 Contractor shall cooperate with City officials in performing his work so that interference with the normal program will be held to a minimum.

13.0 EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

- 13.1 During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 13.2 The contractor will include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14.0 COMPENSATION

- 14.1 Payment shall be rendered to the Contractor for satisfactory compliance with the general terms, conditions and specifications of this bid and within thirty (30) days after the receipt of the proper invoice.

15.0 CANCELLATION

- 15.1 The City of Fairfield, Ohio reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- 15.2 Failure of the Contractor to comply with any section or part of this contract will be considered grounds for immediate cancellation of the contract by the City of Fairfield, Ohio.
- 15.3 The contract may be terminated by either party by giving thirty (30) days written notice one to the other.
- 15.4 If this thirty (30) day cancellation clause is used by the City, the Contractor will be paid by the City for all scheduled work completed satisfactorily by the Contractor up to the termination date set in the written cancellation notice.

CITY OF FAIRFIELD, OHIO
SECTION N
BID FORM
2023 STORM SEWER REHABILITATION VIA PVC LINING

The undersigned hereby agrees to preform Sewer Rehabilitation via the Cured-In-Place Pipe Method meeting the specifications attached here to for the sum listed below:

Street	Upstream CB/MH		Downstream CB/MH		Size	Material	Length	Unit Cost	Total Cost
	ID No.	Depth	ID No.	Depth					
Lighthouse Dr.	11402	6.5'	11400	7'	18"	CMP	196'	\$ _____	\$ _____
Roesch Blvd.	11377	6'	11375	6'	21"	CMP	220'	\$ _____	\$ _____
Lighthouse Dr.	11401	5'	11402	6.5'	12"	CMP	30'	\$ _____	\$ _____
Lighthouse Dr.	11403	7'	11404	9'	15"	CMP	30'	\$ _____	\$ _____
Roesch Blvd.	11378	4'	11377	5.5'	12"	CMP	30'	\$ _____	\$ _____
Roesch Blvd.	11386	4.5'	11807	6'	12"	CMP	122'	\$ _____	\$ _____
Roesch Blvd.	11389	4'	11392	3'	15"	CMP	233'	\$ _____	\$ _____
Roesch Blvd.	11806	4'	11147	6'	15"	CMP	116'	\$ _____	\$ _____
Roesch Blvd.	11394	4'	11393	4'	12"	CMP	31'	\$ _____	\$ _____
Roesch Blvd.	11384	4'	11385	4'	12"	CMP	30'	\$ _____	\$ _____
Route 4	10008	8'	11146	9'	27"	CMP	71'	\$ _____	\$ _____
Route 4	11375	6'	11146	9'	21"	CMP	22'	\$ _____	\$ _____

1. The City of Fairfield reserves the right to delete or change the quantity of items listed above.
2. The pipes are listed in order in which they will be selected for lining up to a maximum of \$150,000.

CITY OF FAIRFIELD, OHIO
SECTION N
BID FORM
2023 STORM SEWER REHABILITATION VIA PVC LINING

Examination of Site and/or Documents

The Bidder declares that he has examined the sites of the work and/or City Documents pertaining to said work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications and contract documents for the work, and has read all special provisions furnished for the work, and has read all special provisions furnished prior to the opening of bids; and that he has further satisfied himself relative to the work to be performed. The Bidder further declares that he understands that unit quantities shown in the Proposal are approximate only, are subject to increase or decrease, and that should the quantities of any of the items be decreased, the undersigned will make no claim for anticipated profits

Time of Commencement and Completion

This Contract shall remain in effect for three hundred and sixty-five (365) consecutive calendar days from the date of acceptance of the low bid by the Owner. The Bidder agrees hereby to commence work with an adequate force and equipment to perform designated work within one hundred eighty (180) calendar days of award of the contract and shall give a minimum of five (5) calendar days notice before any work shall commence. Written notice by the owner shall immediately follow the verbal notification; this notice shall describe the work task anticipated.

If the Contractor fails to complete the work within the time stated, liquidated damages will be deducted from any money due the Contractor at the rate stated in Sec. 108.07 of the most recent State of Ohio Department of Construction and Material Specifications. The ODOT specification is made part of the project specifications by reference

Performance

Should for any reason the successful Bidder not be able to begin work within two (2) days of verbal notification (or within a time that has been mutually agreed upon by both parties), the Owner reserves the right to immediately have another firm (or the Owner) perform the identified work (as described within the written notification and as needed to complete the work required); the cost of this work shall be borne by the successful Bidder. If such costs are incurred, the Owner may utilize Bond monies for payment if the successful Bidder does not make payment to the Owner within thirty (30) days of notification.

By mutual agreement (Owner and Bidder), identified work can be done by another firm whereby such costs are borne by the Owner.

THE CITY OF FAIRFIELD RESERVES THE RIGHT TO DELETE OR CHANGE
THE QUANTITY OF ANY ITEM LISTED ABOVE.

TOTAL BASE BID _____

CONSIDERATION FOR MATERIAL _____

CONSIDERATION FOR LABOR _____

TOTAL LABOR AND MATERIAL _____

TOTAL AMOUNT WRITTEN IN WORDS _____

The undersigned, having full knowledge of the site, plans and specifications for the above improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project according to the plans, specifications and completion date, and to accept the unit prices specified on the bid form for each item as full compensation for the work in this proposal.

_____	Signature
_____	Name
_____	Title
_____	Company
_____	Address
_____	City/State/Zip
_____	Telephone
_____	S.S. # of Company Owner/or Federal I.D. #

✓ **Each bid must be accompanied by the following completed documents/certifications:**

- ☐ **Bid Bond** (Certified Check or Cashier's Check for ten percent (10%) of the amount of the bid submitted unless otherwise specified)
- ☐ **Non-Collusion Affidavit**
- ☐ **Affidavit of Non-Delinquency of Personal Property Taxes**

Bid prices must be firm for a period of one hundred twenty (120) days following the bid opening date.

✓ **Please indicate type of bid security:**

☐ Bid Bond ☐ Certified Check ☐ Cashier's Check

Addenda Received: ☐ Yes ☐ No

Total Number of Addenda Received: _____

Work will start within thirty (30) days after Notice to Proceed.

Work will be completed within 180 calendar days after Notice to Proceed.

**CITY OF FAIRFIELD, OHIO
SECTION O**

BID BOND

KNOW BY ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Fairfield and the Ohio Department of Transportation as OWNER in the penal sum of \$ _____ for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this ____ day of _____, 20____. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fairfield a certain Bid, the attached hereto and hereby made a part hereof to enter into a Contract in writing for the _____.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereby (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects, perform the agreement created by the acceptance of said Bid,

then this Obligation shall be void, otherwise the same shall remain in 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 stated herein.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

IMPORTANT: Surety companies executing Bonds must have a Best's rating of at least A and be authorized to transact business in the State of Ohio.

Principal _____

By _____

Surety _____

By _____

**CITY OF FAIRFIELD, OHIO
NON-COLLUSION AFFIDAVIT**

State of Ohio, County of _____ S.S.

City of Fairfield

(Name of Individual)

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, THEY) RESIDE AT

(Residence Address)

AND THAT

(Name of Company)

(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF COUNCIL, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF THE CITY OF FAIRFIELD, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

Name

Title

Company

Subscribed to and sworn to on this _____ day of _____, 20__.

Notary Public

P

CITY OF FAIRFIELD, OHIO
SECTION Q
NOTICE OF AWARD

TO:

COMPANY _____ Date: _____

ADDRESS _____

ATTN: _____

PROJECT NAME: _____

The OWNER has considered the PROPOSAL submitted by you for the above described WORK in response to its NOTICE TO BIDDERS dated _____, and INSTRUCTIONS TO BIDDERS. You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$_____.

You are required by the INSTRUCTIONS TO BIDDERS to execute the Contract and furnish the required "PERFORMANCE AND PAYMENT BONDS" AND certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledge copy of this NOTICE OF AWARD to the OWNER

Dated this _____ day of _____, 20 _____.

CITY OF FAIRFIELD, OHIO
Owner

By: _____

Title _____

Approved as to availability of Funds:

Approved as to Content:

Finance Director

Department Head

ACCEPTANCE OF NOTICE

Acceptance of the above NOTICE OF AWARD is hereby acknowledge by

_____, this the

_____ day of _____, 20 ____ .

BY _____

TITLE _____

CITY OF FAIRFIELD, OHIO
NOTICE TO PROCEED
SECTION R

COMPANY _____ Date: _____

ADDRESS _____

CONTRACT _____

ATTENTION _____

PROJECT NAME _____

You are hereby notified to commence work in accordance with the Contract dated _____ on or before _____ and complete the WORK within approximately ____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

Dated this _____ day of _____, 20____.

CITY OF FAIRFIELD, OHIO
OWNER

By: _____
Mark Wendling, City Manager

Approved as to content:

Approved as to availability of funds:

David Butsch, Public Works Director

Mary Hopton, Finance Director

Acceptance of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this the

_____ day of _____, 20 _____.

BY _____

TITLE _____

**CITY OF FAIRFIELD, OHIO
SECTION S**

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND CITY OF FAIRFIELD INCOME TAXES
AND POLITICAL CONTRIBUTIONS**

To: City of Fairfield, Ohio
 Butler County, Ohio

The undersigned contractor or supplier being first duly sworn, as a condition to be considered for the reward of a contract by the City of Fairfield, Ohio for _____ hereby states that it 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 any county in which the City of Fairfield as a tax district has territory and that it was not charged with delinquent personal property taxes on any such tax list. Furthermore, the undersigned states that the contractor or supplier is not delinquent for income tax owed to the City of Fairfield.

The undersigned contractor or supplier also further certifies that it is in compliance with ORC Section 3517.13(I)(1) or 3517.13(J)(1), whichever is applicable, relative to political contributions to public officials of the City of Fairfield, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

Signature

Title

Company

Sworn to and subscribed in my presence on this _____ day of _____,
20_____ by the above referenced person on behalf of the contractor or supplier.

Notary Public

**CITY OF FAIRFIELD, OHIO
SECTION T**

LIST OF SUBCONTRACTORS

In compliance with the State of Ohio, Department of Transportation, Construction and Material Specifications, Section 108, the undersigned Bidder herewith sets forth the name, location and place of business and phone number of each Subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the *Contractor's total bid, or \$10,000, whichever is greater, and the portion and percentage of the work which will be done by each Subcontractor.

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

SUBCONTRACTOR	PORTION OF WORK (PERCENT)
LOCATION AND PLACE OF BUSINESS	PHONE ()

*CONTRACTOR MUST PERFORM 50% OR MORE OF THE WORK.

**CITY OF FAIRFIELD, OHIO
SECTION U**

BIDDER'S QUESTIONNAIRE

1. Submitted By _____ Telephone _____
Principal Office Address _____

2. Type of Firm:
Corporate _____ Other _____
Individual _____ Partnership _____

3a. If A Corporation, Please Answer These Questions:
Date of Incorporation _____ State of Incorporation _____
President's Name _____
Vice-President's Name _____
Secretary or Clerk's Name _____
Treasurer's Name _____

3b. If A Partnership, Please Answer These Questions:
Date of Organization _____ State Organized In _____
Name of All Partners Holding More Than A 10% Interest:

Designate Which Are General or Managing Partners:

4. Contractor's Representative _____
Title _____
Alternate _____
Title _____

5. List The Major Construction Projects Your Organization Has In Progress As Of This Date:

Owner (A) _____ (B) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (C) _____ (D) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

6. List At Least Five Construction Projects Similar To The Project Defined In These Specifications, Which Your Organization Has Completed Within The Last Five Years:

Owner (A) _____ (B) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (C) _____ (D) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (E) _____ (F) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

Owner (G) _____ (H) _____

Project Location _____

Type of Project _____

Contact Person _____

Telephone No. _____

7. Have You Or Your Firm Or Any Principal In Your Firm Been Adjudged Bankrupt In Any Voluntary Or Involuntary Bankruptcy Proceeding Within The Last Ten Years?

If So, When And Where? _____

8. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any "Owner" Or Bonding Company Insuring Said "Owner" For Default On A Contract Within The last Ten Years?

If So, What Was The Disposition Of The Lawsuit? _____

If The Lawsuit Is Still Pending, What Is The Case Number? _____

And The Court Of Jurisdiction? _____

9. Have You, Your Firm, Or Any Principal In Your Firm Been Sued By Any Subcontractor Or Material Supplier For Default On A Contract Within The Last Ten Years?

If The Lawsuit Is Still Pending, What Is The Case Number? _____

10. Has Any Bonding Company Refused To Bond You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? _____

If So, What Were The Circumstances? _____

11. Has A Bonding Company Been Required To Pay On A Bond Issued To You, Your Firm, Or Any Principal In Your Firm For A Contract Within The Last Ten Years? _____

If So, What Were The Circumstances? _____

12. Have You, Your Firm, Or Any Principal In Your Firm Had To Submit To Binding Arbitration To Resolve A Dispute Arising From A Contract Within The Last Ten Years? _____

If So, What Were The Circumstances? _____

13. Within The Last Ten Years Have You, Your Firm, Or Any Principal In Your Firm Been Penalized With Liquidated Damages For Failure To Complete The Terms Of A Contract Within The Specified Time? _____

If So, What Were The Circumstances? _____

14. Have You, Your Firm, Or Any Principal In Your Firm Been Penalized For Failure To Pay Prevailing Wages To Any Persons Performing Work Under A Contract, Including Subcontractors That Worked On Your Project Within The Last Ten Years? _____

If So, What Were The Circumstances? _____

Provide Information Regarding Your Insurance Agent (s) Who Will Be Providing Insurance Certificates For This Project: _____

Name Of Agent (A) _____ (B) _____

Name of Firm _____

Address _____

Telephone No. _____

Insurance Type _____

Provide Your Banking References:

Name Of Bank (A) _____ (B) _____

Contact Person _____

Address _____

Telephone No. _____

Signature of Bidder

Company Name